



TERMS AND CONDITIONS OF PURCHASE
(revised 30 September, 2013)

- 1. PARTIES.** For the purposes of these Terms and Conditions of Purchase (“Purchase Terms”), Xilinx shall mean the Xilinx entity identified in the purchase order (“PO”) and “Supplier” shall mean the Supplier entity identified in the PO. Individually, each a “Party” and collectively, the “Parties”.
- 2. SCOPE.** These Purchase Terms will apply to Xilinx’s (i) purchase of tangible goods (“Products”) and/or services (“Services”); and/or (ii) licensing of software (“Software”); specified in the PO unless the purchasing of Products and/or Services and/or the licensing of Software is governed by a separate written agreement signed by an authorised representative of Xilinx. “Work” means the Products, Services and/or Software specified in the PO as applicable. The validity of the PO is conditional upon Supplier’s agreement that these Purchase Terms supersede any prior offers and negotiations and constitute the entire agreement between the Parties regarding the subject matter of the PO. Supplier waives the application of: (i) Supplier’s own terms of sale, licensing and delivery; and (ii) any provisions in any acknowledgment form or other document prepared by Supplier which vary from or are additional to these Purchase Terms; and acknowledges that any such additional terms do not bind Xilinx unless an authorised representative of Xilinx expressly assents thereto in writing. Supplier acknowledges that these Purchase Terms will be binding on both Parties and no signature of either Party is required.
- 3. PRICE.** The prices (including the applicable currency) and discounts for the Work will be as set out in the PO. Unless otherwise specified in the PO, the prices are fixed and cannot be revised. The acceptance of these Purchase Terms by Supplier constitutes a warranty from Supplier that the prices set out in the PO do not exceed the customary prices charged by Supplier for the Work to other similarly situated customers for similar quantities, business terms and delivery requirements.
- 4. TAXES.** Unless otherwise specified in the PO, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, value added taxes, sales taxes, imposts and government-imposed surcharges (collectively “Taxes”). Supplier will itemize separately from the price all such Taxes in its invoices. Supplier shall assist Xilinx in all legal efforts to minimize the Taxes payable by Xilinx resulting from performance under the PO.
- 5. WITHHOLDING TAXES.** All payments by Xilinx to Supplier pursuant to the PO shall be made net of any applicable withholding taxes. With respect to such withholding taxes, the Parties agree to take reasonable steps to minimize their applicability, including without limitation applying for reduced withholding rates, concessionary tax rates or other favorable tax treatment, local invoicing, and other mutually acceptable steps.
- 6. PAYMENT AND INVOICES.** Unless otherwise specified in the PO, Xilinx shall make payment of a valid and undisputed invoice within forty-five (45) days of the receipt of the invoice. A valid invoice is an invoice which meets Xilinx’s invoicing requirements including, but not limited to, showing the following information: correct addressee; PO number; description of item; quantity of item; unit prices; all applicable Taxes. Payment of invoice will not constitute acceptance of Work and will be subject to adjustment for errors, shortages, defects in the Work or other failure of Supplier to meet the requirements of the PO or these Purchase Terms. Xilinx may at any time set off any amount owed by Xilinx to Supplier against any amount owed by Supplier or any of its affiliated companies to Xilinx.
- 7. DISCOUNTS.** Calculation of time in connection with any discount offered by Supplier which is based on timing of payment of an invoice will be computed from the later to occur of: (i) the scheduled delivery date; (ii) the date of actual delivery; and (iii) the date an acceptable invoice is received by Xilinx. For the purpose of earning the discount, payment will be deemed to have been made on the date of mailing of Xilinx’s check or processing of electronic payment by Xilinx as applicable.
- 8. OVER SHIPMENTS.** Xilinx will pay only for the quantities ordered. Over shipments will be held by Xilinx at Supplier’s risk and expense for a reasonable time awaiting shipping instructions and Supplier will bear all return shipping or other charges in respect of each over shipment. This section shall not apply to a PO where Xilinx has agreed in writing in advance to assume liability for over shipments.
- 9. PACKING AND SHIPMENT.** Unless otherwise specified, when the price on a PO is based on the weight of the ordered Products, such price is to cover only the net weight of Products 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 Products in a manner which is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular Products; and (c) adequate to ensure safe arrival of the Products at the named destination. Supplier will mark all containers containing Products with necessary lifting, handling, and shipping information and with PO numbers, date of shipment, and the names of the consignee and consignor. An itemised packing list must accompany each shipment. No partial or complete delivery will be made prior to the delivery date set out in the PO unless Xilinx has given prior written consent.
- 10. SHIPPING TERMS; RISK OF LOSS.** Unless otherwise specifically provided on the face of the PO, Products ordered hereunder will be delivered CIP Xilinx’s designated facility. Notwithstanding any prior inspections, Supplier bears all risk of loss, damage or destruction to the ordered Products until final acceptance of the Products by Xilinx. Supplier will bear the same risk with respect to any Products rejected by Xilinx.
- 11. ON TIME DELIVERY.** Time is of the essence in Supplier’s performance of its obligations under the PO and Supplier will immediately notify Xilinx if Supplier’s timely performance under the PO is delayed or likely to be delayed. Xilinx’s acceptance of such notice from Supplier will not constitute Xilinx’s waiver of any of Supplier’s obligations under the PO or these Purchase Terms. Supplier will deliver the Work on the scheduled delivery date and/or meet the agreed upon milestone(s) and/or completion date(s) as set out in the PO or separately agreed in writing between the Parties. In addition to Xilinx’s other rights and remedies under these Purchase Terms or applicable law, Xilinx reserves the right to: (i) claim

damages in lieu of specific performance in the event of failure to deliver or late delivery of the Work; and (ii) reject any Work delivered by Supplier after the delivery date set out in the PO.

12.SOFTWARE LICENSING. This Section 12 is applicable to the licensing of any Software by Supplier to Xilinx under a PO. (a) Unless otherwise governed by a separate written agreement between the Parties, Software shipped or delivered to Xilinx will be unconditionally subject to these Purchase Terms and constitute the entire agreement between the parties concerning rights in the Software and supersede any Supplier proposed license terms and conditions or other documentation. (b) Supplier hereby grants Xilinx a non-exclusive, worldwide, perpetual and irrevocable license (including the right to sublicense) to use, execute, reproduce, display, perform, distribute (through multiple tiers) copies of and prepare derivative works based upon any and all Software provided under the PO. (c) Supplier understands and agrees that the Software may be: (i) used or copied for use, in or with a computer owned or leased by, or on behalf of, Xilinx provided that the Software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by Supplier; (ii) reproduced for safekeeping (archive or backup purposes); (iii) modified, adapted or combined with other computer software, provided that the modified, combined or adapted portions of the derivative software incorporating Software which is subject to restrictions will be subject to the same restricted rights; and (iv) disclosed and reproduced for use by Xilinx designees in accordance with these Purchase Terms. For clarity, the term "Software" as used in this PO shall include all software that Xilinx may acquire from Supplier pursuant to the applicable PO as well as all Xilinx Owned Developments (as defined in Section 13 below). All rights and license granted to Xilinx hereunder may be exercised by any member of the Xilinx corporate group.

13.INTELLECTUAL PROPERTY. (a) Xilinx shall own all rights, title and interest in and to any data, results or work product, including any and all intellectual property rights therein or thereto, resulting from the Work performed or delivered by or on behalf of Supplier for Xilinx that arises from, is based on or relates to Supplier's use of Xilinx confidential information or any and all materials, data, information or other items provided by or on behalf of Xilinx or an affiliated entity of Xilinx or for which Xilinx paid Supplier (the "Xilinx Owned Developments"). Supplier hereby assigns and will assign to Xilinx any and all rights, title and interest Supplier may have in Xilinx Owned Developments. Supplier shall disclose to Xilinx any and all Xilinx Owned Developments including, but not limited, to inventions. Supplier shall have no rights of ownership or use in any Xilinx Owned Developments. (b) Xilinx Owned Developments shall not include Supplier Owned Developments. As used herein, "Supplier Owned Developments" means intellectual property that: (i) was developed by Supplier prior to providing Work to Xilinx under the PO or any other agreement between Supplier, on the one hand, and Xilinx on the other; or (ii) (A) is developed by Supplier in the course of providing the Work; and (B) does not arise from, is not based on or does not relate to Supplier's use of Xilinx confidential information or any and all materials, data, information or other items provided by or on behalf of Xilinx; and (C) reasonably could be used by Supplier without revealing or disclosing any Xilinx confidential information; and (D) can be used for purposes not exclusively related to Xilinx confidential information. (c) Supplier shall not incorporate Supplier Owned Developments into any Xilinx Owned Developments without the express written agreement of Xilinx. (d) To the extent that Supplier Owned Developments are incorporated into Xilinx Owned Developments or Supplier Owned Developments are necessary to use Xilinx Owned Developments, Supplier shall deliver such Supplier Owned Developments to Xilinx (or a Xilinx designee) at no additional charge and Supplier hereby grants to Xilinx a non-exclusive, royalty-free, worldwide, irrevocable license for Xilinx and its affiliated entities to use such Supplier Owned Developments in connection with Xilinx Owned Developments. Xilinx shall have the right to sublicense the use of such Supplier Owned Developments to affiliated entities of Xilinx and subcontractors and sublicensees of Xilinx or affiliated entities of Xilinx in connection with the use of Xilinx Owned Developments. (e) Supplier agrees to assist Xilinx in obtaining, registering, maintaining and enforcing all rights and other legal protections for Xilinx Owned Developments and to execute any and all documents that Xilinx may reasonably request in connection therewith, including any patent, trademark and copyright assignment document(s). Supplier further agrees to give Xilinx and its designees or assignees all assistance reasonably required to perfect such rights, titles and interests. Supplier, by way of security for its obligations of assistance under this Section 13, hereby irrevocably appoints, constitutes and designates Xilinx and its duly authorized officers and agents as Supplier's agents and to act for and on Supplier's behalf and in the name of Supplier to execute, seal, deliver and file or otherwise effect any deed, agreement, instrument or document and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if done by Supplier.

14.PRODUCT WARRANTY. Supplier represents and warrants that all Products supplied to Xilinx under these Purchase Terms will: (i) be free from defects in workmanship, material and manufacture; (ii) comply with the requirements of the PO, including any drawings, documentation, specifications or samples furnished in connection with the PO; and (iii) where design is Supplier's responsibility, will be free from defects in design; for the longest of the following periods: (a) twenty-four (24) months from the date of delivery to Xilinx; (b) twelve (12) months after acceptance and/or installation by Xilinx or Xilinx's customer, as applicable; and (c) such period as may be specified in the PO. Supplier hereby assigns any applicable manufacturers' warranties to Xilinx and, as applicable, Xilinx customer(s). Any Software, including but not limited to firmware/operating system Software, provided in Products will have the same warranty period as the hardware and in addition such Software shall be warranted as set forth in Section 16.

15.SERVICES WARRANTY. Supplier represents and warrants to Xilinx that Services will be performed in a diligent, workman like and professional manner, in compliance with industry standards, any relevant laws and regulations and in accordance with any specifications, drawings and documentation related to such Services as set out in the PO or any attachment or exhibit to the PO.

16.SOFTWARE WARRANTY. Supplier represents and warrants that Software licensed to Xilinx under these Purchase Terms does not contain and will remain free of material errors, viruses and malicious codes, and will perform according to the specifications and documentation for such Software. Supplier warrants and represents that in licensing the Software to Xilinx under these Purchase Terms, Supplier is in compliance with any applicable third party licenses related to the Software including, but not limited to, free and/or open source software licenses (FOSS). Supplier warrants and represents that in no event will the intellectual property rights of Xilinx, Xilinx customers' or any third party performing on behalf of

Xilinx be subject to any FOSS licenses and Supplier shall indemnify Xilinx, Xilinx's customers or any third party performing on behalf of Xilinx for any costs, damages and expenses resulting therefrom. Supplier represents and warrants that it has the right to sell, license or transfer any Software supplied to Xilinx in accordance with these Purchase Terms. In addition to the foregoing and at no additional cost to Xilinx, Supplier will provide Xilinx with a description and copy of any standard warranty, support, upgrade and update obligations (the "Warranty and Support Obligations") which are normally offered on any of Supplier's commercial software products delivered under the PO. Such Warranty and Support Obligations will be deemed incorporated by reference into the PO and Xilinx will be entitled to all rights under such Warranty and Support Obligations.

17. WARRANTY SURVIVAL AND REMEDIES. The warranties and representations contained in Sections 14, 15 and 16 above constitute conditions of these Purchase Terms and are in addition to all other warranties and representations, whether expressed or implied, and will survive any delivery, inspection, acceptance or payment by Xilinx. All warranties and representations run to the benefit of Xilinx and its customers. Xilinx's approval of the Work will not relieve Supplier of any of its warranties or representations. If any Work delivered does not meet the warranties or representations specified herein or otherwise applicable, Xilinx may at its option: (i) require Supplier to correct any defective or nonconforming Work by repair or replacement at no cost to Xilinx; or (ii) return such defective or nonconforming Work to Supplier at Supplier's expense and recover from Supplier the PO price thereof; or (iii) correct or have corrected the defective or nonconforming Work and charge Supplier with the cost of such correction. If, after being requested by Xilinx, Supplier fails to promptly replace or correct any defective Work, then Xilinx may: (i) replace or correct such Work and charge to Supplier the cost occasioned thereby; or (ii) without further notice, cancel the PO for default in accordance with Section 24 below; or (iii) may require an appropriate reduction in price.

18. QUALITY SUPPORT. This Section shall only apply to Work that has been or will be incorporated into a Xilinx product. (a) If Xilinx determines that a failure is detected in Work supplied by Supplier to Xilinx under these Purchase Terms and that could result in smoke or fire or that the failure could result in a defective Xilinx product lot, Xilinx may notify Supplier and send the failed Work to Supplier. Supplier will take the following actions within the prescribed periods: (1) submit a first response regarding the cause of the problem and measures to be taken within two (2) business days after receipt by Supplier of the failed Work and information concerning the failure; (2) report to Xilinx the cause of the problem and corrective measures that Supplier intends to take within seven (7) business days after receipt by Supplier of the failed Work. (b) If Xilinx suspects that Work delivered by Supplier to Xilinx under these Purchase Terms is non-conforming other than that described in paragraph (a) above, Xilinx may notify Supplier and send the failed Work to Supplier. Supplier shall report to Xilinx on its analysis of the alleged non-conformance of the relevant Work, and on any measures to remedy a defect in writing, within ten (10) business days from the time that Supplier receives the failed Work.

19. QUALITY REQUIREMENTS. (a) Supplier warrants and represents that it shall fully comply with all Xilinx quality specifications communicated to Supplier by Xilinx. If Supplier is not capable of full compliance with such Xilinx quality specifications, Supplier shall pursue measurable continuous quality and delivery improvements in order to reach full compliance. (b) Xilinx defines the minimum quality performance levels for its suppliers on an annual basis. These quality performance levels shall be measured solely as determined by Xilinx. If Supplier does not meet the applicable minimum performance levels, Xilinx reserves the right to require Supplier to engage in an appropriate improvement project focused on improving Supplier's business operating systems with the goal of resulting in the sustainable achievement of Xilinx's minimum performance levels. (c) Supplier is required to establish and implement programs to eliminate quality defects. Supplier shall review details of these programs with Xilinx periodically and at least annually.

20. QUALITY RECORDS. (a) Xilinx reserves the right to review Supplier's quality records in respect of any Work supplied to Xilinx under these Purchase Terms. Supplier shall make the records available within two (2) business days of a request for access from Xilinx. Any quality control inspections or audits carried out by Xilinx shall not reduce Supplier's liability to Xilinx under these Purchase Terms or otherwise and in particular shall not affect the warranties and representations given by Supplier to Xilinx under these Purchase Terms. (b) Supplier's quality records must be stored in an area which meets all applicable safety codes designed to prevent loss, damage or deterioration. All such data stored by electronic means shall be secured with back-up procedures and shall be periodically audited by Supplier to verify the integrity of the data. (c) Any changes or corrections to quality records by Supplier, regardless of the media, shall be made as follows: draw a single line through the old data, enter the correct data, date, and apply stamp or initials or signature of individual making the correction. No erasures, covering, or "white-out" allowed.

21. RIGHT OF ACCESS. Supplier shall make reasonable accommodation for Xilinx, its customers, or the US or other government, to perform periodic assessments of Supplier's facilities and quality programs in the normal course of business. Supplier agrees to allow access within twenty (20) business days of receipt of notice from Xilinx. Annual audits, as deemed necessary by Xilinx, shall be supported within twenty (20) business days of receipt of notice from Xilinx. Supplier shall make available for audit by Xilinx, all processes and data necessary to produce Work supplied to Xilinx under these Purchase Terms. Under no circumstance shall Supplier grant access to third parties to processes or data specific to Xilinx without express permission of Xilinx.

22. CHANGE ORDERS. (a) Xilinx may at any time, by a written order, suspend performance of the Work set out in the PO, increase or decrease the ordered quantities, change the delivery or milestone dates 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 a change in the cost and/or the time required by Supplier for performance of this PO and Supplier so notifies Xilinx, the Parties shall negotiate an amendment to the PO to provide for an equitable adjustment to the price and/or time for performance of the Work. No claim by Supplier for such an adjustment will be considered unless asserted within ten (10) business days of receipt by Supplier of the notification of change, provided, however, that such period may be extended upon the written approval of Xilinx. (c) Nothing in this Section 23 is intended to excuse Supplier from proceeding with the Work set out in the PO as changed or amended.

23. CANCELLATION FOR DEFAULT. (a) It is understood and agreed that time is of the essence for the PO because the Work to be supplied hereunder is needed for products and/or services of Xilinx necessary to compete in a fast-moving market. Xilinx may, by written notice, cancel the

PO in whole or in part if, in Xilinx's good-faith opinion, Supplier (i) has failed to make delivery of the Products or Software or to perform the Services within the time specified in the PO, 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 Section 17 above; or (iii) has failed to perform any of the other provisions of these Purchase Terms; or (iv) has so failed to make progress under the PO as to endanger performance of the Work in accordance with its terms. (b) If the PO is canceled for Supplier's default, Xilinx may procure, upon such terms and in such a manner as Xilinx may deem appropriate, Work substantially similar to that canceled. Supplier will then be liable to Xilinx for any reasonable excess costs occasioned thereby. (c) If all or a portion of the PO is canceled for Supplier's default, Xilinx may require Supplier to transfer title and to deliver to Xilinx, in the manner and to the extent directed by Xilinx: (i) all completed Work not yet delivered and (ii) any partially completed Work and materials that Supplier has produced or acquired for the performance of the terminated portion and Supplier will, upon direction of Xilinx, protect and preserve such property. Payment for completed Work delivered to and accepted by Xilinx under this Section will be in an amount agreed upon by Supplier and Xilinx, but in no event shall it exceed the total price set out in the PO; however, Supplier's obligation to carry out Xilinx'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 22 shall excuse Supplier from proceeding and complying with its obligations with respect to any non-cancelled portion of the PO.

24. TERMINATION FOR CONVENIENCE. (a) At any time for convenience, Xilinx may terminate Work to be delivered under a PO in whole or in part, by written notice. (b) Upon such termination, Supplier will, to the extent and at the times specified by Xilinx, stop Work to be delivered under the PO, place no further orders for materials to complete the Work, assign to Xilinx all Supplier's interests under terminated subcontracts and orders, settle all claims thereunder after obtaining Xilinx's approval, protect all property in which Xilinx has or may acquire an interest, and transfer title and make delivery to Xilinx of all Products, materials, work in progress, and other things held or acquired by Supplier in connection with the terminated portion of a PO. Supplier will proceed promptly to comply with Xilinx'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 Xilinx its written claim for termination charges, in the form and with the certifications prescribed by Xilinx. Failure to submit the claim within six months will constitute a waiver of all claims and a release of all Xilinx'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, Xilinx will pay Supplier the following amounts: (i) the contract price for all Work completed in accordance with the PO and not previously paid for; (ii) the actual costs incurred by Supplier in respect of the terminated portion of the PO which are properly allocable under recognized commercial accounting practices, plus a fair and reasonable profit on such costs. If it appears that Supplier would have sustained a loss on the terminated portion of the PO no profit will be allowed and an adjustment will be made reducing the amount of the settlement to reflect the indicated rate of loss; and (iii) the reasonable costs incurred by Supplier in making settlement hereunder and in protecting property in which Xilinx has or may acquire an interest. (e) Payments made under Section 24 (d)(i) and (ii) above may not exceed the total aggregate price specified in the applicable PO less payments otherwise made or to be made by Xilinx to Supplier under the PO. Any amounts payable for property lost, damaged, stolen or destroyed prior to delivery to Xilinx will be excluded from amounts otherwise payable to Supplier under this Section 24.

25. INDEMNIFICATION. (a) Supplier agrees to indemnify, defend and hold harmless Xilinx, its affiliates, agents, customers, successors, and assigns and their respective customers, officers, directors and employees against any loss, damage, and liability (including costs and expenses) for actual or alleged infringement of any patent, copyright or trademark arising out of the use, licence or sale of the Work by Xilinx, its agents or customers, provided, however, that Xilinx 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 the option of Xilinx, to (i) refund to Xilinx the amounts paid to Supplier for the Work covered by the injunction or (ii) furnish Xilinx with acceptable and non-infringing Work. (b) Supplier agrees to indemnify Xilinx against any and all liability and expense resulting from any alleged defect in the Work, whether latent or patent, including allegedly improper construction and design, or from the failure of the Work to comply with specifications set out in the PO. (c) Supplier warrants and represents that there are no liabilities for royalties, liens or other encumbrances on any Work supplied and agrees to indemnify Xilinx against any such liabilities. (d) The above indemnifications are in addition to all other rights of indemnification of Xilinx against Supplier.

26. LIMITATION OF LIABILITY. (A) EXCEPT FOR ANY AMOUNTS DUE AND OWING AS PAYMENT HEREUNDER, IN NO EVENT SHALL XILINX'S LIABILITY TO SUPPLIER UNDER ANY THEORY OF LIABILITY EXCEED THE TOTAL AMOUNT PAID TO SUPPLIER UNDER THE PO TO WHICH SUPPLIER'S CLAIM(S) RELATES. (B) IN NO EVENT WILL XILINX BE LIABLE FOR ANY COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF DATA, LOST PROFITS, GOODWILL, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THESE PURCHASE TERMS OR THE PO, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. (C) THESE LIMITATIONS AND EXCLUSIONS WILL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF XILINX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (D) THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN. (E) NOTWITHSTANDING ANY PROVISION OF THESE PURCHASE TERMS, XILINX DOES NOT EXCLUDE OR LIMIT ITS LIABILITY IN ANY WAY FOR ANY MATTER THAT CANNOT, AS A MATTER OF APPLICABLE LAW, BE LIMITED OR EXCLUDED.

27. WAIVER; REMEDIES. The failure of Xilinx to enforce at any time any of the provisions of a PO or these Purchase Terms, 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. The remedies stated herein are in addition to all other remedies available to Xilinx at law or in equity.

28. NON-DISCLOSURE OF CONFIDENTIAL MATTERS. Supplier will not quote for sale to others any Work designed to Xilinx's

specifications or drawings. All specifications, drawings, samples, and other data and material furnished by Xilinx will be protected by Supplier as confidential information, will remain the property of Xilinx, and will be returned to Xilinx on request. Supplier agrees not to release information concerning the PO to any third parties without the prior written consent of Xilinx.

29. ASSIGNMENTS. No right or obligation under a PO (including the right to receive monies due) may be assigned, transferred or sub-contracted by Supplier without the prior written consent of Xilinx and any purported assignment, transfer or sub-contracting without such consent will be void. Xilinx may assign a PO at any time to any party which assumes Xilinx's obligations under the PO.

30. INDEPENDENT CONTRACTORS. The parties are independent contractors, and neither these Purchase Terms nor any PO shall create an agency, partnership, joint venture or employment relationship between them.

31. COMPLIANCE WITH LAWS. (a) Supplier and its respective agents and affiliates shall, and shall cause their respective employees to, comply with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions (collectively "Laws"), including as applicable, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Anti-Bribery Act, the Organisation for Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials and the Organisation of American States ("OAS") convention bilateral anti-corruption treaty, further including but not limited to, offering of payment or transfer of anything of value as defined in the FCPA and other laws implementing the Convention on Combating Bribery of Foreign Public Officials. (b) Supplier and its respective agents and affiliates shall, and each shall cause their respective employees to, comply with all laws, ordinances and/or directives of countries in which the Parties conduct business as they relate to the Universal Declaration of Human Rights, child labor laws, data privacy laws, criminal reporting laws, environmental, health and safety laws or any other similar laws, including but not limited to identifying, filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations under the PO. (c) Supplier shall comply with all applicable laws, regulations and/or directives in the place(s) of (i) manufacture of Products; (ii) intended use of Work; (iii) travel/pass through of Products; (iv) final destination of Products; and/or (v) place of delivery of Services. (d) Supplier agrees to use commercially reasonable efforts to have in place systems and processes that support Xilinx's systems and processes required for compliance with the Sarbanes-Oxley Act of 2002 as it may be amended from time to time. (e) Supplier agrees that any collection, use, accessing, transferring, transmitting and or storage ("Processing") of personally identifiable information ("PII") by Supplier, its agents or affiliates, shall be in accordance with all applicable data privacy and/or protection laws.

32. EXPORT COMPLIANCE. Supplier will adhere to all applicable export laws and regulations including, without limitation, those administered by the U.S. Department of Commerce – Bureau of Industry and Security (U.S. Export Administration Regulations 15 CFR 730 et seq.) and those administered by the U.S. Department of State in accordance with the U.S. International Traffic in Arms Regulations (ITAR) set forth in Subchapter M, Title 22, Code of Federal Regulations, Parts 120 through 130 (22 CFR 120-130) and will not export, re-export, resell, transfer, or disclose, directly or indirectly, any Work or technical data, or the direct product of any Work or technical data, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the U.S. government and/or any other applicable or relevant government or regulatory body.

33. C-TPAT COMPLIANCE. Supplier acknowledges that Xilinx participates in the Customs-Trade Partnership Against Terrorism ("C-TPAT") program administered by the U.S. Customs and Border Protection ("CBP"). Supplier further agrees to take such reasonable measures as are required by Xilinx and/or CBP to ensure physical integrity and security of all shipments to Xilinx. C-TPAT security guidelines are available on the CBP website at <http://www.cbp.gov>. Xilinx reserves the right to audit Supplier's security procedures and facilities concerning C-TPAT compliance. Xilinx reserves the right to terminate without liability any transaction or arrangement with Supplier to the extent necessary to support Xilinx's obligations under C-TPAT.

34. SUPPLY CHAIN SOCIAL RESPONSIBILITY. Supplier shall establish and maintain policies and practices that ensure Conformance to either the Xilinx Code of Social Responsibility (http://www.xilinx.com/ehs/Xilinx_Code_of_Social_Responsibility.pdf) or the EICC Code of Conduct

35. NOTICES. Any notice or other communication to be given hereunder must be in writing (which may include by email) and shall be deemed given and effective upon receipt, or if receipt is frustrated by the recipient, upon tender to the recipient.

36. ON-SITE WORK. To the extent Supplier performs Work on the premises of Xilinx or its customers, Supplier shall take all necessary precautions to prevent the occurrence of injury to persons or property during the progress of such Work, and shall maintain such liability and employer's liability compensation insurance as will protect Xilinx from said risks and from any claims under any applicable Worker's Compensation laws, Occupational Disease Acts or any other federal, EU, national, state or local law or regulation regarding workplace safety or employee injuries.

37. INSURANCE. If requested by Xilinx, Supplier shall provide Xilinx with certificates or other written proof of insurance which complies with Xilinx's insurance requirements and applicable law.

38. APPLICABLE LAW. (a) Where the Xilinx entity is located in the Americas: The PO, including these Purchase Terms, and its performance shall be interpreted by, construed according to, and governed by, the laws of the State of California excluding conflict of laws rules and principles. Any dispute arising out of or in connection with the PO or these Purchase Terms, including any question regarding their existence, validity or termination, shall be submitted to and adjudicated by the competent courts located in Santa Clara County, California which shall have exclusive jurisdiction over the parties and such subject matter. (b) Where the Xilinx entity is located in Europe, the Middle East or Africa (EMEA) region: The PO, including these Purchase Terms, and its performance shall be interpreted by, construed according to, and governed by, the laws of Ireland excluding conflict of laws rules and principles. Any dispute arising out of or in connection with the PO or these Purchase Terms, including any question regarding their existence, validity or termination, shall be submitted to and adjudicated by the competent Irish courts which shall have exclusive jurisdiction over the parties. (c) Where the Xilinx entity is located in the Asia Pacific region: The PO, including these Purchase Terms, and its performance shall be

interpreted by, construed according to, and governed by, the laws of Singapore without giving effect to conflicts of laws rules and principles. Any dispute arising out of or in connection with the PO or these Purchase Terms, including any question regarding their existence, validity or termination, shall be submitted to and adjudicated by the competent Singapore courts which shall have exclusive jurisdiction over the parties. (d) The UN Convention on Contracts for the International Sale of Goods shall not apply to the PO or these Purchase Terms. Xilinx and Supplier shall first attempt to settle all disputes, differences, issues, etc. ("Disputes") arising out of or in connection with this PO through consultation and negotiation in good faith and a spirit of mutual cooperation, and within a period of thirty (30) days from the date a party first notifies the other of the Dispute. Any Dispute that is not so settled shall be submitted to the applicable courts set out above, provided that Xilinx shall always be permitted to bring any action or proceedings against Supplier in any other court of competent jurisdiction.