

## SERVICE TERMS AND CONDITIONS

(also available at [www.maximintegrated.com/legal/terms/](http://www.maximintegrated.com/legal/terms/))

Maxim desires to retain Contractor to provide the Work for Maxim as specified in the attached Purchase Order, subject to these Service Terms and Conditions (the "Agreement"). Contractor hereby agrees to provide such Work subject to the terms and conditions herein and in consideration of the mutual promises contained herein, the parties agree as follows:

### 1. DEFINITIONS.

"Confidential Information" means information that became or will become known by Contractor, or was or is provided to Contractor by Maxim, and has commercial value in Maxim's business. It includes but is not limited to information about operations and maintenance, circuits, mask works, layouts, algorithms, trade secrets, computer programs, design, technology, ideas, know-how, processes, inventions, business and product development plans, customers, and Maxim's actual or anticipated business, research or development.

"Contract Documents" mean all documents referenced and/or attached to the Purchase Order, including, without limitation, Maxim's request for quote (RFQ), scope of work, contractors accepted bid, project addendums, statements of work, requirements, specifications, bonds, signed change orders.

"Contractor" means the company providing the Work in accordance with the accompanying Purchase Order.

"Contractor Group" means Contractor, all subcontractors of any tier employed by Contractor, any affiliated or related firms and entities, and all officers, directors, partners, limited partners, shareholders, associates, employees, servants, and agents of each.

"Deliverables" mean any and all things to be delivered by or on behalf of Contractor to Maxim, as more specifically described in a Purchase Order, the description defining or describing the Work and Services to be performed by Contractor for Maxim. All Work to be performed under a Purchase Order is a turnkey project requiring no additional Work by Maxim.

"Goods" mean any goods relating to the Work to be performed pursuant to the Purchase Order.

"Maxim" shall mean the Maxim contracting entity stated above.

"Maxim's Authorized Representative" means the agent(s), representative(s) or appointee(s) authorized by Maxim to act on its behalf. Maxim may appoint more than one agent, representative, or appointee and may appoint an Authorized Representative for each Work Site.

"Maxim Group" means Maxim, Maxim Integrated Products, Inc., and/or any affiliated or related subsidiaries and entities and all officers, directors, shareholders, associates, employees, servant, representatives, subcontractors and agents of each.

"Maxim Materials" means all materials furnished to Contractor by Maxim, whether delivered to Contractor by Maxim or made by Contractor in the performance of Work under a Purchase Order, including, without limitation, Confidential Information.

"Purchase Order" as used herein means a written or electronically transmitted purchase order from Maxim to Contractor for the Work to be performed under this Agreement and the Goods.

"Services" are the services to be performed by Contractor for Maxim under the accompanying Purchase Order and Contract Documents.

"Work" means all activities as described in the accompanying Purchase Order and Contract Documents, including the Services, together with all labor, materials, equipment, transportation, installation, and/or

facilities provided by Contractor that are necessary to perform those activities.

"Work Site" means the location where the Work will be performed.

### 2. APPLICABLE TERMS.

Contractor shall be deemed to have agreed to all terms and conditions contained herein upon Contractor's commencement of the Work under a Purchase Order issued by Maxim. Conditions stated in Contractor's acknowledgement, confirmation, quotation or invoice shall not be binding unless expressly agreed to in writing by an authorized representative of Maxim. Contractor may not provide any portion of the Work under reservation. Maxim's failure to object to provisions contained in any communication from Contractor shall not be deemed a waiver of any of the provisions contained herein.

### 3. AUTHORIZED REPRESENTATIVE.

Contractor will, at all times, maintain one competent representative ("Contractor's Representative") at the Work Site who will have full authority to represent Contractor in all matters of the Work. All decisions made by Contractor's Representative will be binding upon Contractor.

### 4. COMMENCEMENT OF WORK.

Contractor will begin the Work under this Agreement only after issuance of a Purchase Order by Maxim and execution of the Contract Documents by both parties, if applicable.

### 5. SCHEDULE TERM.

Work will be scheduled at the direction of Maxim's Authorized Representative.

### 6. ELIGIBLE PURCHASERS.

Contractor will perform the Work outlined in the issued Purchase Order and Contract Documents and incorporated herein by reference. All Purchase Orders and Contract Documents placed during the term of this Agreement will be subject to and governed by the terms and conditions of this Agreement, regardless of whether they reference to this Agreement, unless otherwise agreed upon by the parties in a separate writing. This Agreement enables Maxim, Maxim Integrated Products, Inc., and/or its subsidiaries, to purchase Work under this Agreement, as set forth in a Purchase Order and Contract Documents.

### 7. WORK SITE.

The Work, including any Services thereunder, will be performed at the location identified by Maxim in the Purchase Order and Contract Documents.

### 8. COMPENSATION.

As sole and exclusive consideration for the full and satisfactory performance by Contractor of its obligations under this Agreement, Maxim will compensate Contractor as specified in the accompanying Purchase Order. **NO ADDITIONAL CHARGES OR EXTRA WORK SHALL BE PERFORMED WITHOUT ADVANCE WRITTEN APPROVAL OF THE WORK AND CHARGE SIGNED BY MAXIM.**

### 9. INVOICES AND PAYMENT.

Contractor will submit to Maxim a detailed invoice for the Work performed, including and Services thereunder. The invoice must be accompanied by documentation verifying any amounts billed. Contractor's invoices, if in compliance with the Purchase Order and Contract Documents, will be paid within sixty (60) days of Maxim's receipt of the invoice. If Maxim disputes any portion of an invoice, Maxim may pay only the undisputed portion within the time stated above and, at the same time, advise Contractor in writing of its reasons for withholding the disputed portion.

#### 10. CLEANUP.

After completing the Work, including any Services thereunder, Contractor shall remove all its waste materials, rubbish, tools, supplies, equipment and surplus materials from and about the Work Site. If the Contractor fails to clean up after completing the Work, Maxim may do so and charge all costs of clean up to Contractor. Those costs may be deducted from the final payment to Contractor.

#### 11. ACCEPTANCE.

Contractor will notify Maxim when it considers all Work, including the described Services, complete and ready for Maxim to review, test and evaluate the Work and/or Services and all Deliverables. If the: a) Work and/or Services; and b) all Deliverables are, in the sole discretion of Maxim, acceptable, Maxim will notify Contractor in writing of its acceptance of the Work in accordance with any acceptance requirements set forth in the Purchase Order and Contract Documents. If all or part of the Work is not complete or is unacceptable to Maxim in its sole discretion, Maxim will notify Contractor and Contractor will, at its sole expense, complete or correct the Work so that the Work and/or Deliverables conform to all of the requirements of the accompanying Purchase Order and Contract Documents.

#### 12. INTELLECTUAL PROPERTY/OWNERSHIP.

a. Confidential Information. All Confidential Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights (collectively "Rights") in connection therewith shall be the sole property of Maxim.

b. Maxim Materials. All Maxim Materials are the sole and exclusive property of Maxim.

c. Contractor Materials. Contractor may not use any Pre-Existing Intellectual Property (trade secrets, inventions, works of authorship, mask work) that have been originated, developed or purchased by Contractor or by third parties, without reliance on Maxim Materials (hereafter, "Contractor Materials") unless Contractor has the right to use it for the Maxim's benefit. Contractor Materials will remain the property of Contractor; provided, however, that to the extent Contractor Materials are incorporated into the Deliverables, Contractor grants to Maxim a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license in and to Contractor Materials, to make, have made, sell, use, reproduce, distribute, modify and make improvements and derivatives thereof.

e. Deliverables. Maxim shall have sole and exclusive ownership of all Deliverables delivered to Maxim by Contractor and any work product produced in connection with this Agreement.

f. Inventions and Works of Authorship. Contractor will promptly disclose to Maxim any Inventions and Works of Authorship made in connection with this Agreement. Maxim will own all intellectual property rights in such Inventions and Works of Authorship and Contractor hereby assigns to Maxim all patent rights worldwide in such Inventions and will sign any necessary documents requested by Maxim to registering rights and obtain patents related thereto.

#### 13. INDEMNITY AND INSURANCE.

a. Contractor hereby indemnifies and holds harmless Maxim Group, and shall defend Maxim Group from and against any and all claims, actions, damages, losses, liability and expenses arising out of or incidental to the performance, manufacture, construction, delivery, or installation of Goods or the furnishing of Work under this Agreement, the accompanying Purchase Order and

Contract Documents, including without limitation any recall, latent defects, replacement or correction of the Goods and/or Work, claims by subcontractors and suppliers engaged by Contractor, death or injury to

any person, property damage or loss or any act or omission of Contractor or Contractor group whether performed on the premises of Contractor or Maxim or elsewhere. Contractor represents and warrants that Contractor Group is protected by workers' compensation insurance, that Contractor shall maintain adequate insurance coverage satisfactory to Maxim to cover the above and upon Maxim's request shall furnish Maxim with evidence of such insurance in a form satisfactory to Maxim prior to commencement of the Work under the Purchase Order.

b. Contractor agrees to indemnify, hold harmless and defend Maxim Group from any and all loss, expenses, damage, liability, claims or demands for actual or alleged infringement of any patent, trademark, copyright or trade secret arising from the purchase, use or sale of Goods or Work furnished under this Agreement and any Purchase Order(s). If the Goods or Work or any part thereof or any use thereof be held to constitute infringement and the use enjoined, Contractor shall promptly and at its own expense either: (1) procure for Company the right to continue using the Goods or Work; or (2) replace same with noninfringing Goods or Work satisfactory to Company or (3) modify the Goods or Work in a way satisfactory to Company so they become noninfringing.

c. During the term of this Agreement, Contractor will, at its own cost, obtain and maintain (and will require any subcontractors to obtain and maintain) the insurance coverage as required by Maxim, and shall provide evidence of insurance satisfactory to Maxim. The fulfillment of the insurance obligations will not relieve Contractor of any liability assumed by Contractor or modify Contractor's obligation to indemnify Maxim.

#### 14. NOTICE OF LABOR DISPUTES.

Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Purchase Order, Contractor will immediately give notice of that dispute to Maxim. Contractor agrees to insert the substance of this clause in any lower tier subcontract and to require that in the event its lower tier subcontractors' timely performance is delayed or threatened by delay by any actual or potential labor dispute, the lower tier subcontractor will immediately notify its next higher tier contractor of all relevant information with respect to those disputes.

#### 15. COMPLIANCE WITH LAWS.

a. Contractor represents and warrants that it will comply fully with all applicable local, state and national laws, rules, decrees, orders, regulations, by-laws, ordinances and codes (the "Laws") pertaining to its performance of its obligations under this Agreement, including all Purchase Orders and Contract Documents, including, without limitation applicable employment, workers compensation insurance, tax, EU and US export control and environmental Laws relating in any way to the production, manufacture, sale and delivery of the Goods and/or materials and safety of person or property. In particular, Contractor shall not act in any way or take any action that will render Maxim liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, to assist Contractor or Maxim in obtaining or retaining business or in carrying out the Work. Contractor will complete such FCPA, regulatory and other compliance related forms, questionnaires, certifications and other documents as reasonably requested by Maxim. Contractor's failure to comply with this section shall constitute a material breach of this Agreement and/or any Purchase Order and Contract Documents issued hereunder.

b. Contractor represents that it either: (i) is C-TPAT (Customs-Trade Partnership Against Terrorism) certified by U.S. Customs & Border Protection ("CBP") and shall maintain that certification throughout the term of this Agreement; or (ii) shall comply with the C-TPAT security procedures that may be found on the CBP website at [www.cbp.gov](http://www.cbp.gov).

c. Contractor further represents that it will comply with the standards

set forth in Maxim's Code of Corporate Social Responsibility at <http://www.maximintegrated.com/content/dam/files/aboutus/company/code-of-corporate-social-responsibility.pdf>

#### 16. SAFETY.

Contractor and Contractor Group shall conduct the Work in a safe and practical manner, and shall comply with all federal, state or local laws, regulations, statutes and/or ordinances and any standard work practices relating thereto within the applicable jurisdictions. Further, Contractor and Contractor Group agree to conform to and obey all of Maxim's safety rules pertaining to the particular job and/or site involved. Contractor shall request and obtain the Work Site safety, security, alcohol and drug rules and procedures applicable to the particular job or Work Site from Maxim's Authorized Representative prior to beginning Work, and Contractor agrees to abide by those rules and procedures.

#### 17. INDEPENDENT CONTRACTOR.

The Contractor's relationship with Maxim will be that of an independent contractor, and nothing in this Agreement or any Purchase Order and the Contract Documents issued hereunder is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Contractor agrees that neither Contractor nor Contractor Group shall have any claim under this Agreement, or otherwise, against Maxim for Worker's Compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits. It is expressly agreed by the parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor or Contractor Group the agent, employee or servant of Maxim. Contractor will be solely responsible for filing all tax returns and payments required to be filed with, or made to, any state or local tax authority with respect to the performance of the Work and receipt of compensation under this Agreement.

#### 18. TERMINATION.

Maxim may terminate this Agreement or any Purchase Order and/or Contract Documents, in whole or in part, at Maxim's sole discretion, at any time, by providing written notice of termination to Contractor. The notice of termination will specify the effective date of any termination, and the Work or any part of the Work to be terminated, or alternatively that the Purchase Order and Contract Documents is terminated in its entirety.

#### 19. ASSIGNMENT AND SUBCONTRACTING.

Contractor will not assign, delegate, transfer or otherwise dispose of any of its rights, obligations or duties without the prior written approval of Maxim.

#### 20. CONFIDENTIAL INFORMATION.

Contractor will not divulge or disclose to any third parties, without the written consent of Maxim, any Confidential Information or other information obtained from or through Maxim Group, in connection with the Work or any Goods.

#### 21. WARRANTY.

Contractor warrants and certifies that: (a) the Work and/or Goods will conform to the specifications, drawings, sample or other descriptions furnished or specified by Maxim or furnished by Contractor and accepted by Maxim; (b) all items will be merchantable, of good workmanship, and free from defects; (c) unless otherwise specified in the Purchase Order and Contract Documents, all Goods and its components are new and have not been previously used; (d) the Goods are fit for use for their ordinary intended purposes as well as any special purpose specified by Maxim; (e) and all items and the sale thereof do not, and the use of the same for their ordinary intended purpose as well as any special purpose specified will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of

any trade secret; (f) Contractor has good title to the items free from all encumbrances; (g) the price or prices to be paid do not exceed applicable ceiling prices established by law, regulation or Purchase Order and Contract Documents of any governmental authority; (h) the Goods, if produced in the United States, were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended or supplemented, and (i) the Work will be conducted with due diligence and in a timely manner and in full compliance with the highest professional standard of practice in the industry. These warranties will survive any inspection, delivery, acceptance or payment by Maxim for the Goods and Work and are in addition to and shall not be construed as restricting or limiting any warranties of Maxim, express or implied, that are provided by law or exist by operation of law.

#### 22. DEFECTS.

Any defective work or material that may be discovered by Maxim shall be removed and replaced at the Contractor's expense by work and materials which shall conform to the provisions of this Agreement, and any Purchase Order and Contract Documents. Failure on the part of Maxim to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

#### 23. RELEASE OF MECHANICS LIENS/PROOF OF PAYMENT.

If requested by Maxim, Contractor will furnish affidavits and instruments certifying that payment has been made for all Work furnished in the performance or filing of the Purchase Order and Contract Documents, as well as all releases and indemnities required at the time for payment and written guarantees with respect to the Work supplied by Contractor. These documents will be in such form and substance as may be required by or from Maxim.

#### 24. RETURN OF MAXIM MATERIALS.

Contractor agrees that, immediately upon the Maxim's request and in any event upon completion of the Work Contractor shall deliver to Maxim all Maxim Materials, equipment and other physical property belonging to Maxim.

#### 25. SEVERABILITY.

In the event any provision of these terms and conditions is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of these terms and conditions and replaced automatically by a provision containing terms as nearly like the void, unlawful or unenforceable provision as possible; and these terms and conditions, as so modified, will continue in full force and effect.

#### 26. WAIVER.

A waiver by either party of any breach of these terms and conditions, or failure of either party to enforce any of the provisions of these terms and conditions, will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or any other provisions. Maxim's review, approval or acceptance of, or payment for any work performed will not in any way affect, limit or waive Maxim's right to enforce and compel performance of such Work or to demand strict compliance with any provision of these terms and conditions.

27. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties respecting the specified Work. It supersedes all prior proposals and agreements. It may be changed only in writing signed by both parties.

#### 28. GOVERNING LAW.

Without regard to choice of law provisions, the parties agree that this Agreement and any Purchase Order and Contract Documents) related hereto, shall be governed by and construed under the laws of the State of California and the United States of America, and the parties agree to submit any claim or action arising under this Agreement ("Claims") to the exclusive jurisdiction of the Superior Court of the State of California,

Santa Clara County or the United States District Court of the Northern District of California. Provided, however, that if the Work is performed for Maxim in one of the following jurisdictions, the local laws of such jurisdiction shall apply:

- a. Europe-the laws of Ireland will apply and the parties agree to submit any Claims to the exclusive jurisdiction of a court of competent jurisdiction in Ireland;
- b. China-the laws of Hong Kong will apply and the parties agree to submit any Claims to the exclusive jurisdiction of a court of competent jurisdiction in Hong Kong;
- c. Japan- the laws of Japan will apply and the parties agree to submit any Claims to the exclusive jurisdiction of a court of competent jurisdiction in Japan;
- d. Korea-the laws of Korea will apply and the parties agree to submit any Claims to the exclusive jurisdiction of a court of competent jurisdiction in Korea;
- e. Philippines-the laws of the Philippines will apply and the parties agree to submit any Claims to the exclusive jurisdiction of a court of competent jurisdiction in the Philippines;
- f. Any other country located in Asia-the laws of Singapore will apply and the parties agree to submit any Claims to the exclusive jurisdiction of a court of competent jurisdiction in Singapore.

#### 29. PERSONALLY IDENTIFIABLE INFORMATION.

- a. This section shall apply to any information related to an individual person and any non-public information related to any legal entity that Maxim transfers or otherwise makes available to Contractor or is otherwise processed by Contractor ("PII").
- b. Maxim retains ownership and legal control over PII at all times.
- c. Contractor shall:
  - (1) collect, store, use, modify, transfer, disclose, organize and otherwise process PII only in accordance with written instructions from Maxim and for Maxim's benefit;
  - (2) take reasonable precautions, including technical and organizational security measures, to maintain the accuracy,

completeness, and integrity of PII and protect against loss, misuse and unauthorized access, disclosure, alteration and destruction of PII;

- (3) ensure that the processing, including any transfers to and from Maxim, of PII be carried out in accordance with the relevant provisions of the applicable data protection law;
- (4) promptly inform Maxim of i) any legally binding request for disclosure of the PII by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, ii) any accidental or unauthorized access; iii) and any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (5) not disclose or transfer PII to any third parties (including its affiliates), except with Maxim's prior written consent in its sole discretion. Maxim will only consider such request to disclose or transfer PII if Contractor provides in writing (a) the name and address of the third party, and (b) a copy of the written agreement between Contractor and the third party that commits such third party to comply with all obligations of Contractor under this Section, with third party beneficiary rights for Maxim, or a warranty and indemnification that such third party is itself subject to the EU-US Privacy Shield or the data protection laws of one or more EEA Member States and/or Switzerland, as applicable;
- (4) shall return some or all PII to Maxim and purge all copies from all systems within 7 days of Maxim's request;
- (5) shall immediately notify Maxim if it breaches this Section or has reason to believe that a breach has occurred, shall cooperate with any investigation by Maxim or third parties, and shall remedy the violation. These obligations shall apply in addition to any other rights Maxim may have under such circumstances. Individuals to whom PII relates shall be third party beneficiaries of this Section with a right to directly enforce this Section against Contractor under the laws of the jurisdiction in which the individual resides; and
- (6) hold Maxim harmless for any costs and damages (including reasonable attorneys' fees associated with defense and investigations) arising from or related to Contractor's failure to comply with this Section or Maxim's failure to comply with any applicable privacy laws or regulations which is caused directly or indirectly by the acts or omissions of Contractor.

THIS AGREEMENT IS VALID ONLY IN ITS TYPED FORM.

ANY HANDWRITING, NOTATIONS, OR MODIFICATIONS TO THE TYPED FORM SHALL RENDER IT VOID.