

## **TERMS OF SALE**

**1. PURCHASING PRODUCTS.** These Terms of Sale (“Terms”) govern the sale of Products by Micron®<sup>1</sup> (“Micron”) to the party (“Customer”) directly purchasing, being invoiced for, taking delivery of, or otherwise identified on the sales quote (“Quote”) or confirmation of order (“Confirmation of Order”) provided by Micron to Customer. “Products” means products manufactured and sold by Micron, but excludes any Crucial®-branded products or products supplied by a seller other than Micron; in such cases, the terms of sale of the other seller may apply, regardless of any printed materials included with the Products. Micron may, in its sole discretion, accept orders and confirmations by electronic means, including electronic signatures and records, which shall be valid and enforceable to the fullest extent permitted by law. All orders are subject to Micron’s acceptance, credit approval, and availability of Products, and Micron reserves the right to reject any order in its sole discretion. For all Products, Micron’s Confirmation of Order constitutes acceptance of the Customer’s purchase order at the price identified in the Confirmation of Order as fixed or, if not indicated therein as fixed, at the price identified as the Customer price in the accepted Quote or, if there is no Quote, at the price agreed in writing (including via electronic communication). If no agreement on price is reached before the end of the applicable cancellation period for the purchase order (as described in Section 7 below) or the shipment date, Micron may in its discretion either cancel the order or impacted portion thereof, or ship the Products at the price stated in the most recent Quote, written price agreement, or Confirmation of Order for the same Products that are the subject of the current price negotiation. **PRODUCT QUANTITIES ARE SUBJECT TO AVAILABILITY.** Micron may allocate Products in its sole discretion.

Unless otherwise agreed in a writing signed by an authorized representative of each of Micron and Customer, all sales are governed exclusively by these Terms, as referenced in Micron’s Quote or Confirmation of Order (including via electronic transmission). These Terms supersede and replace any and all terms and conditions set forth in any documents issued or submitted by Customer, including, without limitation, purchase orders and specifications. **ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ISSUED OR SUBMITTED BY CUSTOMER IN ANY MANNER WHATSOEVER AT ANY TIME ARE HEREBY REJECTED BY MICRON AND SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON MICRON.** In the event of any conflict or inconsistency between these Terms and the terms stated in Micron’s Confirmation of Order, the terms in the Confirmation of Order shall control with respect to the applicable order. No waiver or amendment to these Terms shall be binding on Micron unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized representative of Micron.

**2. PRICES.** The price for Products will be indicated on Micron’s invoice for each individual shipment, and each shipment shall be treated as a separate and independent transaction for pricing purposes.

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<sup>1</sup> Micron Semiconductor Products, Inc., Micron Semiconductor Asia Operations Pte., Ltd., Micron Japan, Ltd., or Micron Europe Limited, as indicated on the confirmation of order, and, if applicable to any particular transaction, any subsidiary or affiliate thereof.

Micron reserves the right to increase the prices of Products at any time, provided that any price increase will be communicated to Customer at least 10 days prior to the scheduled shipment date. Price increases may result from changes in supply costs (including without limitation tariffs, taxes or duties), manufacturing costs, shipping costs, changes in market conditions, including without limitation resulting from application of tariffs, duties, or similar government charges, or fluctuations in exchange rates. Micron will notify Customer of any revised price in writing (including via electronic communication). The revised price will become effective only upon Customer's written agreement (including via electronic communication). If no agreement on price is reached before the end of the applicable cancellation period for the order (as described in Section 7 below) or the shipment date, Micron may in its discretion either cancel the purchase order or impacted portion thereof, or ship the impacted Products at the price stated in the most recent Quote, written price agreement, or Confirmation of Order for the same Products that are the subject of the current price negotiation.

If a purchase order or invoice includes different Products, Customer acknowledges that it has requested Micron to sell those Products together, and that Micron has offered to negotiate and sell different Products separately if preferred by Customer. Micron may quote and invoice Customer Product price surcharges relating to, without limitation, accommodation of Customer expedited delivery requests, rescheduling or cancellation outside the cancellation period provided in Section 7, or handling costs.

All prices quoted to Customer are exclusive of any applicable taxes, duties, tariffs, or similar charges imposed on the sale or delivery of Products, which will be invoiced separately and are the responsibility of Customer unless otherwise agreed in writing.

3. **PAYMENT.** Each individual shipment shall be invoiced and paid as a separate and independent transaction, with all invoiced amounts due and payable in United States Dollars, net thirty (30) calendar days from the date of the invoice, by electronic transfer or such other method as specified by Micron in the invoice. Customer shall make payment for Products when due, irrespective of prior inspection of Products, and any invoiced amounts not paid when due may, at Micron's option, bear interest at the lesser of one and one-half percent (1.5%) per month (calculated on a simple interest basis) or the maximum rate permitted by law, commencing on the day after the due date until paid in full. Acceptance of partial payment does not constitute a waiver of Micron's right to collect the balance or any other rights under these Terms, nor does it constitute an amendment, accord and satisfaction, or a course of dealing or performance. If any payment is past due, Micron may, in its sole discretion and in addition to any other rights and remedies under these Terms or at law, suspend shipment of pending orders and/or require payment in advance for future orders, with reference to Section 8 (Remedies) for additional rights in the event of non-payment. Customer may not offset any amounts due to Micron hereunder against any amounts owed or claimed to be owed to Customer by Micron or its subsidiaries or affiliates, regardless of any alleged counterclaim or dispute. If Customer is adjudicated bankrupt, makes a general assignment for the benefit of creditors, or a receiver or similar officer is appointed for Customer or its assets, Micron may, to the extent permitted by applicable law, cancel any unfilled order and/or suspend performance pending adequate assurance of payment. Customer must notify Micron in writing of any disputed invoice amounts within ten (10) days of receipt of the invoice, with undisputed amounts remaining payable as set forth herein. Customer

will pay all of Micron's costs and expenses, including reasonable attorneys' fees, incurred in enforcing Micron's rights hereunder.

4. **CREDIT**. All shipments and deliveries of Products are subject to credit review and approval by Micron. Micron, in its sole discretion and judgment, may grant, modify, or discontinue credit terms at any time, with or without prior notice to Customer. If Micron determines, in its reasonable discretion, that Customer's financial condition or payment history no longer justifies the extension of credit, Micron may require advance payment or other security for future shipments.

5. **TAXES**. All prices are exclusive of, and Customer shall be responsible for the payment of, any and all customs or other import duties and fees, and all sales, use, value added, excise, goods and services, federal, state, local or other similar taxes, tariffs, levies (including copyright levies) or duties (collectively "Taxes"). When Micron collects Taxes that are not Micron's responsibility to fund, the appropriate amount shall be added to Customer's invoice and paid by Customer, unless Customer provides Micron with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. **SHIPPING, F.C.A. AND RISK OF LOSS**. Micron's liability for delivery shall cease and title and all risk of loss or damage shall pass to Customer F.C.A. at Micron's location of shipment where Products are delivered to the common carrier, per Incoterm 2020 rules, regardless of any provision for payment of freight or insurance or the form of shipping documents. Products held by Micron for Customer shall be at Customer's risk and expense. Shipment dates and Product quantity availability, as described in the Confirmation of Order, are estimates only. Micron is not liable for any failure to deliver when estimated. Unless otherwise specified by Micron in writing, Micron shall ship by the method which it deems most advantageous. Transportation will be collected, or if prepaid, will be subsequently billed to Customer. Claims against Micron for shortages shall be deemed waived if not made within ten (10) days after receipt of the shipment. Shipment dates communicated to Customer are estimates only and Micron reserves the right to revise shipment dates.

#### 7. **ORDER CANCELLATION; RESCHEDULING**.

Customer may cancel or reschedule a purchase order for Products by providing written notice to Micron within the applicable cancellation period shown in Table 1 below. "NCNR Products" means Products that are custom products, "end-of-life" products pursuant to a product or process change notice, or that are designated by Micron as "NCNR" or as non-cancellable, non-returnable, and non-reschedulable by Micron except within the limited cancellation windows shown in Table 1 below. For clarity, all Products (including NCNR Products) may be returned for warranty claims made in accordance with Section 11 below notwithstanding the limitations in this Section 7.

Table 1: Cancellation Periods

Product	Cancellation Period
DRAM; NAND; NOR; SSD	Up to sixty (60) days before the original ship date or material availability date, whichever is earlier, as provided by Micron's

	confirmation of order; or such longer period as provided in a Quote.
Non-Standard Product (as defined in Section 11)	No cancellation without Micron's prior written approval
NCNR Products with original requested shipment date more than 60 days from the date of the purchase order	10 days from the date of Micron's confirmation of order
NCNR Products with original requested shipment date greater than 14 days but less than 60 days from the date of the purchase order	5 days from the date of Micron's confirmation of order
NCNR Products with original requested shipment date less than 14 days from the date of the purchase order	1 day from the date of Micron's confirmation of order

8. **REMEDIES**. If Customer fails to pay any sum when due, fails to accept any delivery of conforming Products, returns Products without advance written authorization of Micron, or otherwise fails to abide by these Terms, in addition to any other remedies allowed by law and under these Terms, Micron may suspend or cancel deliveries while Customer is in breach of obligations to Micron, and Customer shall remain liable for payment of the applicable invoice.

9. **FORCE MAJEURE**. Micron shall not be liable for any failure or delay in performance of its obligations under these Terms or failure or delay in shipping of any Product directly or indirectly caused by or resulting from an event of circumstance, whether or not foreseeable, that is beyond Micron's reasonable control, including, without limitation, acts of God, earthquakes, fire, flood, accident, riot, war, terrorism, sabotage, epidemic, pandemic, government intervention, change of law, policy, or regulation including but not limited to tariffs, embargoes, strikes, labor difficulties, equipment failure, shortages in raw materials, inability to obtain key materials or subcomponents, late delivery by suppliers, or hardware-attacks or cyberattacks regardless of their source.

10. **COMPONENT RESALE**. Unless Customer first obtains Micron's prior written authorization, Customer shall not resell any Product in loose component or module form or remove components from a module or other product for resale or otherwise.

11. **WARRANTY**.

**Limited Warranty**. The warranties set forth herein are limited to Products purchased directly from Micron under these Terms, and shall not apply to Products purchased from resellers, distributors or any third-party seller of Micron products. Subject to the disclaimers, conditions and limitations on liability set forth in these Terms, Micron warrants to Customer that during the Warranty Period (defined below), Products will conform to the measurable electrical and physical characteristics of the Product listed in its then-current official data sheet (including errata) (the "Warranted Characteristics"); provided that deviations from the Warranted Characteristics which do not materially affect performance of the Product in the system and configuration for which it

is initially installed or qualified by Customer shall not be deemed to constitute a breach of warranty or these Terms. Warranties do not cover nonconformity resulting from Customer's design, specifications, or integration with any system. Notwithstanding the foregoing, Product samples, Evaluation Items (defined below), prototypes, die (unpackaged, singulated integrated circuits) and wafers (semiconductor wafers including unsingulated integrated circuits formed on that wafer), and SpecTek Products (except those certain grades as indicated in the [Buyers Guide](#)) (each, a "Non-Standard Product") and software or firmware updates provided except via separate support services agreement are sold or provided on an "AS IS" BASIS, WITHOUT INDEMNITIES OR WARRANTIES OF ANY KIND.

ANY CLAIM AGAINST MICRON BY CUSTOMER ALLEGING A PRODUCT FAILS TO COMPLY WITH THE WARRANTED CHARACTERISTICS MUST BE MADE WITHIN THE APPLICABLE WARRANTY PERIOD SHOWN IN TABLE 2 BELOW OR, IF OTHERWISE PROVIDED IN THE PRODUCT BRIEF FOR THE APPLICABLE PRODUCT, WITHIN THE WARRANTY PERIOD INDICATED IN THE APPLICABLE PRODUCT BRIEF ("WARRANTY PERIOD") AND MICRON HAS NO LIABILITY THEREAFTER.

Warranty Claims and Returns. Customer may not return Products for any reason without Micron's prior written authorization. Any returns, if authorized, must be made in compliance with Micron's standard return merchandise authorization ("RMA") procedures and within thirty (30) days of such authorization. Products must be returned using original or equivalent packaging to ensure adequate protection during transit. If Customer returns any Products to Micron without prior written authorization or without proper packaging, (a) Micron may refuse such return, and (b) Customer shall remain liable for the full purchase price of the Product. The warranty provided herein is subject to the following conditions: (i) if Products fail during the applicable Warranty Period, Customer shall notify Micron in writing of any claims promptly, and in any event no later than ten (10) days after the failure has been detected; (ii) if Micron authorizes Customer to return Product for repair or replacement, Customer must follow Micron's RMA procedures and return the Product within thirty (30) days of such authorization; (iii) Customer is responsible for all expenses related to the shipping and handling of the Product, and risk of loss during return shipping remains with Customer unless otherwise agreed in writing by Micron; (iv) Products will be accepted by Micron for warranty claim verification only when returned by Customer in a condition that allows for suitable testing by Micron and in accordance with Micron's instructions; (v) when more than one type of Product is returned, Products must be segregated by product type; and (vi) Micron shall reimburse Customer for reasonable shipping charges to the extent of the percentage of total returns that are determined by Micron to be non-conforming to the Warranted Characteristics, provided Customer submits supporting documentation as required by Micron. Title to Product remains with Customer for any Product returned for repair or replacement.

DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THIS SECTION, (A) MICRON MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, (B) MICRON EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-MISAPPROPRIATION, AND (C) MICRON EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR

CONDITIONS THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WARRANTIES DO NOT INCLUDE, AND MICRON IS NOT LIABLE FOR, MALFUNCTIONS OR FAILURES ASSOCIATED WITH USE NOT IN COMPLIANCE WITH MICRON'S PRODUCT DOCUMENTATION OR GOOD ENGINEERING PRACTICES, MISUSE, MALICIOUS HARDWARE-ATTACKS OR CYBERATTACKS REGARDLESS OF THEIR SOURCE, INTENTIONAL MISCONDUCT, HACKING, ABUSE, NEGLECT, PROBLEMS WITH ELECTRICAL POWER, COOLING METHODOLOGIES OTHER THAN AIR COOLING, ALTERATION, MODIFICATION, COMBINATION, FAILURE BY CUSTOMER OR CUSTOMER'S CUSTOMER OF QUALIFICATION OF PRODUCT, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN MICRON, CUSTOMER CUSTOM PRODUCT, CUSTOMER'S DESIGN, SPECIFICATIONS, OR INTEGRATION WITH CUSTOMER'S OR ANOTHER PARTY'S SYSTEM, OR REFUSAL OR FAILURE TO INSTALL MICRON-PROVIDED MODIFICATIONS OR SOFTWARE OR FIRMWARE UPDATE OR UPGRADE TO THE PRODUCT. WITHOUT LIMITING THE FOREGOING, MICRON DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS THAT PRODUCTS OR ANY FIRMWARE OR SOFTWARE ARE INTEROPERABLE OR FREE FROM DEFECTS, INCLUDING BUT NOT LIMITED TO DEFECTS THAT COULD CAUSE SECURITY VULNERABILITY, OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THE WARRANTY DURATION ON ANY REPLACED PRODUCT WILL BE THAT PORTION OF THE WARRANTY PERIOD REMAINING ON THE ORIGINAL PRODUCT. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLETE AND THOROUGH TESTING OF CUSTOMER'S HARDWARE, FIRMWARE, AND SOFTWARE, AND THEIR INTERACTION WITH ANY PRODUCTS, EVEN IF MICRON HAS ADVISED OR ASSISTED CUSTOMER WITH ANY SUCH TESTING.

**EXCLUSIVE REMEDY.** MICRON SHALL HAVE NO OBLIGATIONS OR LIABILITY AFTER THE WARRANTY PERIOD. FOR CLAIMS MADE WITHIN THE WARRANTY PERIOD, IF MICRON CONFIRMS THAT THE RETURNED PRODUCT DOES NOT CONFORM TO THE WARRANTED CHARACTERISTICS, MICRON'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO, IN MICRON'S SOLE DISCRETION, (A) REPAIR OF THE NON-CONFORMING PRODUCT, WHICH MAY INCLUDE MAKING AVAILABLE A REPAIR OR TOOL FOR PERFORMING THE REPAIR, OR REPLACEMENT OF THE NON-CONFORMING PRODUCT WITH AN EQUIVALENT PRODUCT, OR (B) ISSUANCE OF A CREDIT OR REFUND FOR THE NON-CONFORMING PRODUCTS EQUAL TO THE LOWEST OF (I) THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT, (II) THE CURRENT BOOK PRICE OF THE PRODUCT, OR (III) WITH RESPECT TO SSD PRODUCTS, AN AMOUNT EQUAL TO THE PERCENTAGE OF USEFUL LIFE REMAINING ON THE SSD PRODUCTS AS DETERMINED BY MICRON BASED ON MICRON'S APPLICABLE SPECIFICATIONS, MULTIPLIED BY THE AMOUNT PAID BY CUSTOMER FOR THE SSD PRODUCT.

Table 2: Warranty Periods

Product Type	Warranty Period
Memory components (DRAM, MCPs, NAND, NOR)	90 days from the date of shipment by Micron
Modules	90 days from the date of shipment by Micron

Client SSD	The earlier of three (3) years from the date of shipment by Micron or the occurrence of the client SSD exceeding its useful life as identified in Micron's specifications
Data Center SSD	The earlier of five (5) years from the date of shipment by Micron or the occurrence of the data center SSD exceeding its useful life as identified in Micron's specifications
MicroSD Cards	The earlier of three (3) years from the date of shipment by Micron or the occurrence of the MicroSD card exceeding its useful life as identified in Micron's specifications
SpecTek	See Buyer's Guide for warranty duration and terms for eligible SpecTek products
Refurbished SSD	One (1) year from the date of shipment by Micron, or prior to the occurrence of the refurbished SSD exceeding its useful life as identified in Micron's specifications

**12. SOFTWARE OR FIRMWARE INSTALLED IN PRODUCTS.** Any software or firmware that Micron installs in Products, or for which Micron provides updates (each, "Micron Software"), is and remains the intellectual property of Micron and is protected by, without limitation, copyright law and international treaty provisions. Micron Software is licensed, not sold, to Customer. Unless otherwise provided in applicable software terms, by purchasing a Product that includes Micron Software, Customer is granted a limited, non-exclusive license to use the Micron Software only as embedded in the Product and only in accordance with these Terms, including Section 10. No other rights or licenses to Micron Software are granted, and all rights not expressly granted are reserved by Micron. Customer agrees to comply with the license granted hereunder, all applicable intellectual property laws, and any other applicable laws in connection with Micron Software. Customer must implement all software and firmware updates as instructed and within the timeline defined by Micron.

**13. LIMITATION OF LIABILITY.** IN NO EVENT SHALL MICRON BE LIABLE FOR ANY INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM THESE TERMS, OR THE SALE, FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS, GOODS, ADVICE, SUPPORT OR SERVICES PROVIDED BY MICRON TO CUSTOMER, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, HACKING, MALICIOUS HARDWARE-ATTACKS AND CYBERATTACKS REGARDLESS OF THEIR SOURCE, OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER MICRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NO CLAIM, SUIT OR ACTION WILL BE BROUGHT AGAINST MICRON MORE THAN TWELVE (12) MONTHS AFTER THE EVENT THAT FIRST GAVE RISE TO THE CAUSE OF ACTION OCCURRED. IN NO EVENT WILL MICRON'S AGGREGATE LIABILITY HEREUNDER,

INCLUDING, WITHOUT LIMITATION, FROM ANY WARRANTY, OR OTHER OBLIGATION ARISING FROM THESE TERMS, OR THE SALE, FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS, GOODS, ADVICE, SUPPORT OR SERVICES PROVIDED BY MICRON TO CUSTOMER, EXCEED THE TOTAL AMOUNT PAID TO MICRON FOR THE PARTICULAR PRODUCTS GIVING RISE TO THE CLAIM OF LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THESE TERMS AND IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC ELEMENTS OF THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF RISK CONTAINED IN THESE TERMS IS REFLECTED IN THE PRICE FOR THE PRODUCTS AND IS ALSO AN ACKNOWLEDGMENT THAT IT IS NOT WITHIN MICRON'S CONTROL HOW AND FOR WHAT PURPOSE ANY OF THE PRODUCTS ARE USED AND THAT CUSTOMER IS ABLE TO RELY ON ITS OWN INSURANCE ARRANGEMENTS AND OTHER RESOURCES TO BEAR OR RECOVER ANY LOSS FOR WHICH MICRON IS NOT LIABLE.

#### 14. ADDITIONAL DISCLAIMERS AND CUSTOMER RESPONSIBILITY AND INDEMNIFICATION.

14.1 Disclaimer, Critical Applications. THE PRODUCTS ARE NOT DESIGNED, TESTED, OR INTENDED FOR (A) USE AS CRITICAL COMPONENTS IN SAFETY DEVICES OR SYSTEMS OR (B) USE IN OTHER CRITICAL APPLICATIONS. "SAFETY DEVICES OR SYSTEMS" ARE THOSE WHICH ARE INTENDED TO SUPPORT OR SUSTAIN LIFE OR THE FAILURE OF WHICH TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN AN INJURY TO THE USER. CRITICAL COMPONENTS ARE THOSE COMPONENTS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE (I) UNDESIRABLE OPERATION OR FAILURE OF THE DEVICE OR SYSTEM OR (II) AFFECT ITS SAFETY OR EFFECTIVENESS. "CRITICAL APPLICATIONS" ARE THOSE APPLICATIONS IN WHICH FAILURE OF THE MICRON PRODUCT COULD RESULT, DIRECTLY OR INDIRECTLY IN (AA) DEATH, PERSONAL INJURY OR (BB) SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER ACKNOWLEDGES THAT ALL SEMICONDUCTOR PRODUCTS EXPERIENCE FAILURE RATES, WHICH MAY VARY ACCORDING TO USE CONDITIONS AND OTHER CIRCUMSTANCES. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DESIGN DECISIONS REGARDING CUSTOMER'S PRODUCTS AND IS SOLELY RESPONSIBLE FOR IMPLEMENTING SAFETY MEASURES TO GUARD AGAINST THE POSSIBILITY OF INJURY OR DAMAGE IN THE EVENT OF A FAILURE OR MALFUNCTION OF A MICRON PRODUCT USED IN A CUSTOMER PRODUCT OR SYSTEM. SHOULD CUSTOMER PURCHASE, USE, OR SELL ANY MICRON PRODUCT FOR ANY SUCH CRITICAL APPLICATION OR AS CRITICAL COMPONENTS IN ANY SAFETY DEVICES OR SYSTEMS, CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS MICRON AND ITS SUBSIDIARIES, SUBCONTRACTORS, AND AFFILIATES AND THE DIRECTORS, OFFICERS, AND EMPLOYEES OF EACH AGAINST ALL CLAIMS, COSTS, DAMAGES, AND EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM OF LIABILITY, PRODUCT LIABILITY, PERSONAL INJURY, OR DEATH ARISING IN ANY WAY OUT OF USE OF PRODUCT IN A SAFETY DEVICE OR SYSTEM OR OTHER CRITICAL APPLICATION, WHETHER OR NOT MICRON OR ITS

SUBSIDIARIES, SUBCONTRACTORS, OR AFFILIATES WERE NEGLIGENT IN THE DESIGN, MANUFACTURE, OR WARNING OF THE PRODUCT AND WHETHER OR NOT THE PRODUCT WAS DEFECTIVE.

14.2. Use of Parts Intended for Special Applications; Indemnity and Obligation to Notify. MICRON PRODUCTS HAVE NOT BEEN DESIGNED OR TESTED FOR USE IN SPECIAL APPLICATIONS UNLESS SPECIFICALLY DESIGNATED AS SUCH BY MICRON. AS USED IN THIS SECTION, "SPECIAL APPLICATION" REFERS TO AUTOMOTIVE APPLICATIONS OR AVIATION APPLICATIONS, INCLUDING SPACE. FOR EXAMPLE, MICRON INDICATES ITS PRODUCTS TO BE AUTOMOTIVE-GRADE BY USE OF THE SUFFIX "A\*T" (INCLUDING BUT NOT LIMITED TO AITA, AAT AND AUT) IN THE PART NUMBER, OR DESIGNATED AS SUCH BY THEIR RESPECTIVE DATASHEETS. CUSTOMER SHALL ASSUME THE SOLE RISK AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD MICRON HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES, AND EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF A PRODUCT IN A SPECIAL APPLICATION FOR WHICH THAT PRODUCT IS NOT GRADED. CUSTOMER SHALL ENSURE THAT THE TERMS AND CONDITIONS OF SALE BETWEEN CUSTOMER AND ANY END CUSTOMER OF CUSTOMER (INCLUDING ANY DOWNSTREAM CUSTOMER) (1) STATE THAT MICRON PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN SPECIAL APPLICATIONS UNLESS SPECIFICALLY DESIGNATED BY MICRON AS SPECIAL APPLICATION-GRADE AND (2) REQUIRE SUCH END CUSTOMER TO INDEMNIFY AND HOLD MICRON HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES, EXPENSES, AND REASONABLE ATTORNEYS' FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM ANY USE OF A PRODUCT IN A SPECIAL APPLICATION FOR WHICH THAT PRODUCT IS NOT GRADED.

14.3. Customer's Responsibility. Customer is solely responsible for its products and applications. These responsibilities include without limitation: (a) selecting and using Products appropriate for its products and applications, (b) designing, validating and testing its products and applications, and (c) ensuring its products and applications meet applicable standards and any safety, security, regulatory or other requirements. Independent of any information or support that Micron may provide, Customer remains solely responsible for its products and applications, including, but not limited to, when Micron provides a sample design or design advice, or presents a product as compliant with, capable of meeting, or helping Customer's products and applications meet an industry or proprietary standard. Customer assumes all risk related to use of Products in its products and applications. Micron shall not be liable for any use of Products in Customer's products and applications, including, but not limited to, instances where malfunction of a Product could cause severe property damage, severe environmental harm, personal injury or death, such as in Critical Applications. Customer represents that it will use appropriate safeguards that anticipate and minimize dangerous consequences of Product failures in its products and applications.

MICRON WILL HAVE NO LIABILITY FOR SERVICES RELATED TO THE PRODUCTS. ANY SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, AND MICRON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY SERVICES PROVIDED BY MICRON RELATED TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S USE OR INTEGRATION OF THE PRODUCT AND REVIEWS OF CUSTOMER'S PRODUCTS OR DESIGNS, AND ANY RELATED RECOMMENDATIONS, ADVICE OR SUPPORT.

**14.4 Evaluation Items Use.** Pre-production Products, including samples and prototypes, (hereinafter "Evaluation Items") are intended solely for product and software developers for use in a research and development setting to facilitate feasibility evaluation, experimentation, or scientific analysis of Products. Evaluation Items may have no direct function and shall not be used in production applications, or production test platforms, or as test equipment. Customer may use Evaluation Items for field testing (i.e., to evaluate Customer's application) only with Micron's advance written permission.

**14.5. Security and Data Protection.** While Micron may implement encryption or other security measures in Products, Micron cannot and does not guarantee the privacy, security, or integrity of any Product or the information transmitted through or stored in any Product. Customer agrees to implement its own security measures to further secure the Product(s) and prevent unauthorized access by third parties. Micron is not responsible for any downtime or lost data. Customer is solely responsible for securing, protecting and backing up all data stored in Products.

**14.6 Indemnification by Customer.** Customer will defend, indemnify and hold harmless Micron, its subsidiaries, affiliates and its and their subcontractors, and the directors, officers and employees of each, against any damages, costs, losses, and liabilities (including attorneys' fees) arising out of Customer's non-compliance with this Section 14, whether arising in part from Micron's negligence or otherwise.

**15. PRODUCT DISCONTINUATION AND CHANGE.** Micron reserves the right, without notice to: (a) discontinue or to limit its production of any Products; (b) allocate, terminate or limit deliveries of any Products in time of shortage; and (c) alter the design or construction of any Products; provided, however, that this right does not apply to quantities of Products for which Micron has received and confirmed a purchase order from Customer and has scheduled such Products for shipment within 6 months of the date of such confirmation.

**16. INTELLECTUAL PROPERTY.** Micron retains all right, title and interest in and to all Micron's intellectual property, including patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets relating to the design, manufacture, operation or service of the Products. The design, development or manufacture by Micron of a Product for Customer shall not be deemed a work made for hire nor an assignment of intellectual property, and shall not give to Customer any property interest in the product or any interest in all or any portion of the mask works or other intellectual property rights relating to such Product. All such rights shall remain the property of Micron. No license, express or implied, to any trademark of Micron or its affiliated companies is granted to Customer under these Terms. Sale of Products or any part thereof

does not convey to Customer any license, express or by implication, estoppel or otherwise, under any patent or patent claim with respect to which Micron can grant licenses covering completed equipment, or any assembly, circuit, combination, method or process in which any such Products are used as components (notwithstanding the fact that such Products may have been designed for use in or may only be useful in such patented equipment, assembly, circuit, combination, method or process, and that such Products may have been purchased and sold for such use). Micron expressly reserves all rights under such patent or patent claim. Customer shall not (and shall require that its customers do not) remove, alter, cover or obfuscate any copyright notices, trademark notices, or other proprietary rights notices placed or embedded by Micron on or in any future products, Products or Confidential Information.

**17. CONFIDENTIAL INFORMATION.** Micron shall have no obligation to hold any information received from Customer hereunder in confidence unless required by a separately negotiated and duly executed non-disclosure agreement and subject to the terms and limitations therein. Unless covered by such separate non-disclosure agreement, Customer acknowledges that all information and materials that come into Customer's possession or knowledge in connection with past and future purchases of product from Micron and which is marked, identified, accepted as confidential or proprietary information or which reasonably should be considered confidential or proprietary by its nature or by the circumstances of its disclosure ("Confidential Information"), consists of Micron's confidential or proprietary information the improper disclosure or use of which will be damaging to Micron. Therefore, Customer agrees to hold all Confidential Information in strict confidence and to disclose Confidential Information only to those of its employees having a need to know and who are bound in writing to terms no less protective of Micron as the terms of this Section 17, and not to disclose Confidential Information to any other party. Customer agrees that it will not use of any Micron's Confidential Information for any purpose whatsoever, and to the fullest extent permissible under applicable law, will not modify, reverse engineer, reverse compile, reverse assemble or synthesize in any way Micron products or Micron Confidential Information to facilitate or aid in the design, debugging of a memory, storage or other semiconductor device whether for internal consumption, open market sale or for any other purpose inconsistent with these Terms.

**18. TRADE COMPLIANCE.** Customer agrees to comply with all applicable United States and foreign laws and regulations related to sanctions, exports, and imports, including but not limited to the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations and the U.S. Export Administration Regulations ("EAR"), as each may be amended from time to time (collectively, "Trade Laws"). Customer shall not, directly or indirectly, export, reexport, or transfer any hardware, software, or technology provided by Micron to any destination or end-user (including its affiliates, employees, or agents), or for any end-uses, without all required authorizations from the applicable government authorities.

Without limiting the foregoing, Customer shall not, directly or indirectly, sell, export, reexport, or transfer Micron products to: (a) to Cuba, Iran, North Korea, Sudan, Syria, Belarus, Russia, or Russian occupied regions of Ukraine, or any other country sanctioned or embargoed under U.S. law, or any nationals of such countries; (b) for military end-uses or military end-users restricted under U.S. law; or (c) for any end use involving the development, production, or use of items in

connection with chemical or biological weapons, nuclear-related items, rocket systems, missiles, or unmanned aerial vehicles.

Customer shall not, directly or indirectly, sell, export or re-export to the Russian Federation or for use in the Russian Federation, or Belarus, any Products supplied by Micron that are under the scope of Article 12g of Council Regulation (EU) No 833/2014. Customer shall inform Micron in writing about any potential violation of this provision within a reasonable time period after such potential violation is discovered, and any violation of this provision shall constitute a breach of these Terms and Micron may seek appropriate remedies. Customer shall undertake reasonable efforts to ensure compliance with this provision, including incorporating similar requirements in agreements with third parties relating to Products.

Customer certifies that it is not identified on the Entity List or otherwise a company subject to export control or sanctions prohibitions and will promptly notify Micron (and in any event within 5 business days) if it or its affiliates become subject to or added to any export control or sanctions lists. Customer shall conduct sufficient screening and due diligence to ensure the transaction does not involve any person or entity identified as a restricted or denied party pursuant to any embargo, sanction, debarment, or denied party designation maintained by any country or government whose laws are applicable to this transaction, to the extent that designation prohibits the transaction. Customer will not provide any items or services that are subject to the International Traffic in Arms Regulations ("ITAR") without (i) providing prior written notice to Micron, such notice identifying the applicable jurisdiction and export classification of the items or services, and (ii) obtaining written consent from Micron. Upon Micron's request, Customer shall provide Micron with information regarding the export controls, customs classifications, and the country of origin, where applicable, for any items provided by Customer 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 transaction.

Export classifications or other trade related information provided to Customer are for reference purposes only, and Customer is solely responsible for compliance with all applicable laws. Customer understands that Micron's Products and associated components, equipment, and technical information may be subject to the EAR, including foreign-produced items that are within the scope of any of the EAR's Foreign Direct Product ("FDP") rules. Customer will not export, reexport, or transfer (in-country) any items subject to the EAR under FPDR rules in violation of the EAR. For example, Customer will not, without any required authorization, export, reexport, or transfer any items for the development or production of other items to be incorporated into, or used in the production or development of, any product to be produced, purchased, used, or ordered by any entity (i) that is or is related to an entity listed on BIS' Entity List with a footnote 1; or (ii) with a "footnote 3," a "footnote 4," or a "footnote 5" designation in the license requirement column of the Entity List in Supplement No. 4 to part 744 of the EAR; or to be involved in any transaction where such footnote 1, 3, 4, or 5 entities would be a party to the transaction, including as a purchaser, intermediate consignee, ultimate consignee, or end user.

Additionally, Customer will not, without any required US government authorization, export, reexport, or transfer "advanced computing" items controlled under ECCN 3A090 or related

ECCNs, including all high-bandwidth memory (HBM), to China (including Hong Kong), Macau, countries subject to arms embargoes, or as otherwise required by EAR section 742.6(a)(6) to other countries or end users.

Customer will not, without any required US government authorization, export, release, reexport, or transfer commodities, software, or technology for use in developing or producing advanced computing items, supercomputers, advanced-node integrated circuits, or semiconductor manufacturing equipment as described in EAR section 744.23, by entities in China or entities outside of China and headquartered in China or whose ultimate parent company is headquartered in China.

Customer agrees to obtain an export license, if required, to export, reexport, or transfer Seller's products or platforms containing Seller's products. Customer agrees that it will not transfer any export-controlled item to foreign persons, including to any lower-tier customers, without the necessary export license or use of an applicable exemption or exception. Upon request, Customer will provide transaction information, including parties to the transaction and shipment information, necessary to obtain required authorization or assist with government inquiries related to transactions with Customer. In furtherance hereof, Customer shall complete and sign such End User Certifications (as may be updated from time to time) as Seller may reasonably request (hereinafter each an "End User Certification"). Either party may terminate this Agreement and/or suspend or cancel any deliveries of products related to this Agreement, effective immediately upon delivery of written notice, if the other party is named as a restricted or denied party under any applicable export control laws and regulations such that the designation prohibits transactions related to this Agreement.

Micron may update its trade compliance requirements from time to time to reflect changes in applicable laws and regulations. Customer agrees to comply with such updated requirements upon notice from Micron.

Micron reserves the right, upon reasonable notice and during normal business hours, to audit Customer's compliance with this Section 18 and to request evidence of such compliance.

**19. GOVERNING LAW.** These Terms are governed by the laws of the State of Delaware. Customer consents and agrees to the exclusive jurisdiction and venue of the State of Delaware for disputes regarding these Terms or transactions hereunder. The parties hereby acknowledge and agree that the provisions of the Sale of Goods (United Nations Conventions) Act, Chapter 283A, as amended or replaced, are expressly excluded and shall not apply to these Terms or an order. The parties hereby acknowledge and agree that the provisions of the (Singapore) Sale of Goods Act 1979, as amended or replaced, are expressly excluded and shall not apply to these Terms or the purchase order. Nothing herein contained shall prevent either party from obtaining any preliminary injunctive relief or other similar relief which may be available in any country, including Japan.

**20. ASSIGNMENT.** Customer may not assign any of its rights or obligations hereunder without the express prior written consent of Micron, and any assignment without such consent shall be

void and of no effect. Micron shall be entitled at any time to assign any or all of its rights or obligations hereunder to any third party without Customer's prior written consent.

21. TERM; TERMINATION. These Terms will remain in effect for the longer of (a) the date of fulfillment of the order or (b) if Micron terminates the relationship with Customer for convenience, the date of such termination. If Customer materially breaches these Terms and fails to cure such breach within thirty (30) days after receiving such notice of the breach from Micron, Micron may terminate these Terms. Micron may terminate these Terms and cancel uncompleted portions of any and all pending orders without liability if Customer files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, or a trustee or a similar officer is appointed for the other party or its assets. On termination or expiration of these Terms, Sections 3, 5, 8, 9, 10, 11 (solely with respect to the disclaimers and exclusive remedy), 12, 13, 14, 16, 17, 18, 19, 21 and 22 shall survive. Termination will not prejudice either party to require performance of any obligation due at the time of termination.

22. ENTIRE AGREEMENT; SEVERABILITY; HEADINGS. These Terms and any applicable nondisclosure agreement (but expressly excluding any terms and conditions of Customer's documents, including any purchase order) constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to such sale. The express terms of these Terms shall control course of performance and course of performance shall control both course of dealing and usage of trade. Micron and Customer are independent contractors of one another. These Terms shall be binding upon the heirs, successors, and permitted assigns of the parties hereto. If any provision of these Terms is adjudged to be unenforceable in whole or in part, such adjudication shall not affect the validity of the remainder of these Terms. Each provision of these Terms is severable from every other provision and constitutes a separate, distinct and binding covenant. No third party beneficiaries are intended or created unless specifically agreed otherwise in writing. A waiver of a breach of any term will not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after that other's breach will not be construed as a waiver of that breach. Customer will, at its own expense, comply with all applicable governmental laws, statutes, ordinances, administrative orders, rules or regulations relating to its obligations and performance under these Terms.

Revised January 5, 2026.