

Innatera - General Terms & Conditions of Sale

These terms govern all sales of Products by Innatera Nanosystems B.V. ("Innatera") to the customer ("Customer"). These terms, together with an Innatera quotation ("Quotation") and order confirmation ("Order Confirmation"), constitute the entire and exclusive agreement ("Agreement") between the parties.

1. ORDERS & ACCEPTANCE

1.1. Agreement Scope: All Customer purchase orders are subject to written acceptance by Innatera, whereby Innatera is by an authorized representative. An order is accepted only upon Innatera's issuance of a formal Order Confirmation. This Agreement shall prevail over any of Customer's general terms and conditions of purchase, regardless of whether or when Customer has submitted its purchase order or such terms. Any terms proposed by Customer that are additional to or different from these terms are hereby expressly rejected, excluded and disregarded by Innatera, and shall be of no force and effect, nor being considered material alterations to this Agreement.

1.2. Acceptance of Terms: Commencement of performance or shipment of any Products by Innatera in response to a Customer order shall constitute acceptance of that order, but only on the terms contained in this Agreement. Innatera's fulfilment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

1.3. Obligation of Customer. If the Customer provides information to Innatera, Innatera may rely on the correctness and completeness of this information and will base its Quotation and/or Order Confirmation on this information. After Order Confirmation by Innatera, the Agreement cannot be modified or cancelled except upon the written confirmation of Innatera.

2. PRICES AND PAYMENT

2.1. Pricing: Prices for Innatera's processors and/or its development kits ("Products") shall be as specified in the applicable Quotation. All prices are stated in the currency specified in the Quotation and are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority, all of which shall be the responsibility of the Customer. Innatera reserves the right to adjust the prices of Products that have not yet been invoiced, within three (3) months after the conclusion of the Agreement, in order to reflect changes in price-determining factors such as raw material prices, labor costs, social security contributions, taxes including VAT and other government levies, import and export duties, and exchange rates. Such price adjustments do not give the Customer the right to terminate the Agreement.

2.2. Payment Terms: Customer shall pay all invoiced amounts due to Innatera within thirty (30) days from the date of Innatera's invoice, without offset or deduction. For late payments, the Customer shall be in default by operation of law without any prior notice of default from Innatera being required, in such event Innatera shall be entitled to charge interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is higher. This provision is without prejudice to Innatera's right, in the event of breach by the Customer of its obligations, to claim full compensation and/or to rescind the Agreement. Customer may only object to Innatera's invoice within 14 days after the invoice date. After the expiry of this period, Customer shall be deemed to have agreed to the invoice. An objection to an invoice shall not suspend the Customer's payment obligation.

2.3. Validity: Unless otherwise specified in the Quotation, all prices and terms quoted by Innatera shall remain valid for a period of thirty (30) calendar days from the date of issuance of the Quotation. After this period, the Quotation shall automatically expire unless extended in writing by Innatera. If the Quotation is not accepted within the period for acceptance (period of validity of the offer), the Quotation as contained in the offer is considered rejected and Innatera is entitled to change the conditions and price as contained in the Quotation. A Quotation, even if irrevocable, can at any time be withdrawn by Innatera if the withdrawal reaches the Customer before or at the same time as acceptance of the Quotation.

3. DELIVERY, TITLE, AND RISK OF LOSS

3.1. Delivery Terms: Unless otherwise agreed in writing, Products will be delivered ExWorks (EXW, Incoterms® 2020) at Innatera's designated facility. This means Innatera fulfils its delivery obligation when it makes the Products available at its premises. The Customer is responsible for all subsequent costs and risks, including loading, transportation, and insurance.

The Customer is obligated to collect the Products within thirty (30) calendar days from the date Innatera provides notification that the Products are available at its premises. If, following a reminder from Innatera, the Customer fails to collect the Products within three (3) months from the date Innatera provides notification that the Products are available at its premises, Innatera may terminate the Agreement. In that event, Innatera may set off the refund of the purchase price and/or the deposit against storage costs incurred and loss of value of the Products since delivery.

3.2. Risk Title: Risk of loss or damage passes to Customer upon Innatera making the Products available at its premises and provides notification that the Products are available for collection. Title to the Products will pass to Customer only upon Innatera's receipt of full payment for the Products (see Article 4).

3.3. Delivery Dates: Any timeframes or dates for delivery provided by Innatera are indicative good-faith estimates only. Innatera is not liable for any damages or penalties for delay in shipment or delivery and the Customer shall not be entitled to rescind the Agreement in the event Innatera has merely exceeded such indicative delivery date.

4. RETENTION OF TITLE

4.1 The Products delivered by Innatera to the Customer remain Innatera's property until such time as the Customer has paid all amounts, including interest and costs, due to Innatera under the Agreement or otherwise. Notwithstanding the foregoing, all intellectual property rights including copyrights, patents, trademarks, integration technology related to, embedded in and / or accompanying the Products shall at all times remain the exclusive property of Innatera, regardless of any payment made by the Customer. Any software and / or integration technology provided with a Product is licensed, not sold. Innatera grants Customer a personal, non-exclusive, revocable, non-transferable license to use the object code of such software and/ or integration technology solely in conjunction with the specific Product for which it was provided.

4.2 The Customer must store the Products delivered by Innatera separately and clearly identifiable, and insure them against damage and theft, for as long as those Products are the property of Innatera.

4.3 Within the normal course of its business, the Customer may make use and dispose of (but not encumber) the Products delivered by Innatera provided that the Customer notifies the transferee of the retention of title.

4.4 Innatera may, without any notice of default or judicial intervention, take back and store the Products subject to the retention of title at the expense and with the full cooperation of the Customer if (the reasonable expectation exists that):

- (a) the Customer fails to fulfil its obligations under the Agreement or on any other grounds, e.g. in the event of late payment;
- (b) an encumbrancer takes possession of any of Customer's property or assets (*beslaglegging*);
- (c) the Customer is granted a suspension of payments;
- (d) the Customer's bankruptcy is filed or declared; or
- (e) the Customer makes a payment arrangement with one or more of its creditors.

5. LIMITED WARRANTY

5.1. Scope of Warranty: Innatera warrants to the original Customer that at the time of delivery, Products will substantially conform to Innatera's committed specifications under normal use. Customer must inspect Products immediately upon receipt. Customer must notify Innatera of any complaints concerning (a) the incorrect or incomplete execution of an order, and/or (b) an externally visible defect in the products delivered, within ten (10) business days after delivery, by means of written notification accompanied by evidence. Customer must notify Innatera of

any non-externally visible defects in the Products and/or any warranty claim within ten (10) business days after discovery of any such defects.

5.2. Exclusions: This warranty does not apply if a Product has been (a) used outside of the intended usage or specifications as agreed between Innatera and Customer; (b) damaged as a result of Customer's flawed system design, specifications, software or instructions; (c) subject to misuse, neglect, accident, and/or improper installation; (d) damaged by causes external to the Product, such as effect from any other component, electrostatic discharge or excessive voltage; (e) repaired, modified, or altered by anyone other than Innatera; (f) used in violation of Innatera's instructions or the Use Restrictions in Article 9; and/or (g) (allegedly) defect, but the Customer has failed to comply with the complaint periods as included in Article 5.1.

5.3. Epidemic Failure: An "Epidemic Failure" is deemed to have occurred if a failure rate, confirmed by Innatera to be due to the same root cause, exceeds 0.5% (one half of one percent) of Products shipped to Customer within any consecutive three-month period. In such an event, Innatera will, at its expense and sole option, (i) implement a corrective action program to repair or replace the affected population of Products, or (ii) provide a credit to Customer for the affected Products. Customer must provide prompt written notice and cooperate fully with Innatera's root cause analysis.

5.4. Sole Remedy: Customer's sole and exclusive remedy for a breach of this warranty shall be, at Innatera's sole discretion, the repair of the defective Product, the replacement of the defective Product with a conforming Product, or a credit of the purchase price. Customer must obtain a Return Material Authorization (RMA) from Innatera before returning any Product. Customer shall bear full responsibility for the cost and arrangement of return shipment of any allegedly defective or damaged goods to Innatera, while Innatera shall assume responsibility for all shipping costs associated with the delivery of repaired or replacement parts to the Customer. Invoking the warranty provision does not discharge Customer from its obligations under the Agreement and/or these terms and conditions.

5.5. Prototypes, Reference Designs, and/or Engineering Samples: Notwithstanding any other provision in this warranty, Innatera provides all prototypes, reference designs, and engineering samples 'as-is' and 'with all faults,' without warranty of any kind.

5.6. DISCLAIMER: EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN, INNATERA MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL PRODUCTS AND SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CUSTOMER CONFIRMS THAT, UPON ENTERING INTO THE AGREEMENT, IT HAS NOT RELIED ON ANY WARRANTY EXPRESSLY SET OUT IN THE AGREEMENT.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Ownership: All intellectual property rights, including copyrights, patents, and trademarks, in and to the Products and any related documentation are and shall remain the sole and exclusive property of Innatera or its licensors. The sale of Products does not grant Customer any right and/or license to any of Innatera's intellectual property rights and/or know how, other than the implied right to use the Products for their intended purpose as sold. These terms do not include any (partial) transfer of the intellectual property rights as part of the delivery of goods and/or services to the Customer. Innatera reserves the right to claim authorship of the intellectual property arising out of an Agreement and to promote its services to third parties in connection with the Agreement. The Customer shall refrain from obtaining and/or trying to obtain in its name any intellectual property right with regard to the Products or services.

6.2. Software License: Any software provided with a Product is licensed, not sold. Innatera grants Customer a personal, non-exclusive, revocable, non-transferable license to use the object code of such software solely in conjunction with the specific Product for which it was provided. Customer shall not copy, modify, reverse engineer, decompile, and/or disassemble any Products and/or its software.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

7.1. Indemnity Obligation: Subject to the limitations herein, Innatera will support Customer against any third-party claim, suit, or proceeding alleging that a Product, as delivered by Innatera, directly infringes a patent, copyright, or trade secret valid in the country of delivery

("Claim"), and will pay reasonable damages – no (legal) costs – finally awarded against Customer in such a Claim. SAID DAMAGES SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO INNATERA FOR THE SPECIFIC PRODUCTS SOLD UNDER THE ORDER GIVING RISE TO THE CLAIM.

7.2. Conditions: Innatera's obligation is conditioned upon Customer: (a) providing Innatera written notice of the Claim within seven (7) calendar days; (b) granting Innatera sole control of the defence and settlement of the Claim; and (c) providing Innatera with all necessary information and assistance, at Innatera's expense.

7.3. Exclusions: Innatera has no obligation for any Claim based upon: (a) the combination of a Product with any non-Innatera product, software and/or equipment; (b) any modification of a Product by anyone other than Innatera; (c) Customer's use of a Product in violation of this Agreement and/or applicable legislation and/or regulation; (d) compliance with Customer's designs, specifications, or instructions; or (e) use of the Product to practice an industry standard; (f) any Claim initiated by a Non-Practicing Entity (NPE) which includes a patent owner that does not use the patented invention and/or patented technologies to manufacture and/or sell and/or develop (them into) products; or (g) any Claim initiated by a competitor of Customer.

7.4. Exclusive Remedy: If a Product is, or in Innatera's opinion is likely to be, the subject of a Claim, Innatera may, at its own discretion: (i) procure for Customer the right to continue using the Product; (ii) replace or modify the Product to be non-infringing; or (iii) if (i) and (ii) are not commercially practicable, accept the return of the Product and refund the price paid, depreciated on a straight-line basis over three years. This section states Innatera's entire liability and Customer's sole remedy for intellectual property infringement.

8. LIMITATION OF LIABILITY

8.1 Except in cases of willful recklessness or gross negligence, Innatera shall not be liable for any direct, indirect, special and/or consequential damages or losses, including but not limited to loss of profits, fines, penalties, interruption in production and/or business interruption in the business of the Customer, or any of its agents or subcontractors or customers, nor for damage which may result from the design of the Product.

8.2 Innatera is not liable for defects or damages that are wholly or partly the result of a requirement, specifics and/or method of processing prescribed by the Customer, or of a construction or manufacture prescribed by the Customer or wholly or partly caused by a supplier, consultant, subcontractor, auxiliary person and/or assistant prescribed by the Customer. Innatera is not liable for damages resulting from non-compliance of the Product with laws and regulations in the Customer's region. Innatera is also not liable for damage caused by wilful misconduct or gross negligence on the part of the end user or whoever has access to the Products.

8.3 If, despite the provisions in this Article, Innatera is held liable by the Customer for damages suffered by the Customer, such liability is in all cases limited to the amount that is actually received by Innatera for the specific Products sold under the order giving rise to the claim.

8.4 Innatera may always set off an obligation to pay damages against any unpaid invoices and the interest and costs arising thereof.

8.5 The Customer indemnifies Innatera against any and all claims by third parties for compensation of damages or otherwise, which are directly or indirectly related to the Products and/or the use thereof by end-users.

8.6 The limitation of liability applies also with respect to employees of Innatera and third parties engaged by Innatera to perform activities under the Agreement.

8.7 Claims for damages shall lapse one year after the day Customer became aware of the damage and Innatera's possible liability for this damage.

8.8 LIABILITY CAP: INNATERA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO INNATERA FOR THE SPECIFIC PRODUCTS SOLD UNDER THE ORDER GIVING RISE TO THE

CLAIM. ALL LIABILITY CLAIMS WILL BECOME TIME-BARRED TWELVE (12) MONTHS AFTER THE DATE OF SHIPMENT.

9. USE RESTRICTIONS

9.1. High-Risk Applications: Products are not designed, authorized, and/or warranted to be suitable for use in life support systems, military applications, automotive safety or control systems, nuclear facilities, avionics, or any other application where a failure or malfunction of the Product could reasonably be expected to result in personal injury, death, and/or catastrophic property damage ("**High-Risk Applications**").

9.2. Indemnification: Any use or sale of Products for or in connection with High-Risk Applications is at Customer's sole risk. Customer agrees to fully indemnify, defend, and hold harmless Innatera from any and all damages, claims, and/or liabilities resulting from such use.

10. PRODUCT CHANGES & DISCONTINUATION

10.1. Product Change Notification ("**PCN**"): Innatera reserves the right to make changes to the specifications, design, or processing of the Products at any time. For major changes, Innatera will provide a PCN with reasonable advance notice.

10.2. Product Discontinuation Notice ("**PDN**"): Innatera may discontinue any Product, and will use commercially reasonable efforts to provide Customer with a PDN at least six (6) months prior to the last-buy date, allowing Customer to place final, non-cancellable, non-returnable orders.

11. CONFIDENTIALITY

11.1. Obligation: Each party ("**Receiving Party**") shall keep in strict confidence all non-public information received from the other party ("**Disclosing Party**"), including technical data, business plans, and/or pricing. The Receiving Party shall use such information only for the purposes of this Agreement and shall not disclose it to any third party without the Disclosing Party's prior written consent. This obligation shall survive for five (5) years after the termination of this Agreement.

11.2. Exclusions: The obligations contained in this Section 10.1 will not apply, or will cease to apply, to such part of the information as the Receiving Party can demonstrate: (a) was already known to the Receiving Party without restriction before disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act or omission of the Receiving Party; (c) is lawfully received from a third party without restriction on disclosure; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party (unless prohibited by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy.

12. EXPORT CONTROL

12.1. Compliance: Both parties shall comply with all applicable export and re-export control laws and regulations, including those of the European Union and the United States. Customer acknowledges that the Products may be subject to such laws and agrees that it will not export, re-export, or transfer the Products, directly or indirectly, to any country, entity, or individual in violation of such laws. Specifically, Customer shall not sell, export, re-export, or transfer, directly or indirectly, any Products to (or for use in) the Russian Federation, Belarus, or the Crimea region, or to any United States or European Union embargoed, sanctioned, or restricted destinations, persons, or entities without first obtaining all necessary governmental authorizations.

12.2. Responsibility: Customer is solely responsible for obtaining any necessary licenses for the export or re-export of the Products and for ensuring compliance with all end-use and end-user restrictions.

13. SUSPENSION AND TERMINATION

13.1. Termination and/or suspension. Without prejudice to any other rights Innatera may have (including performance and/or compensation and/or reimbursement of wages/expenses), Innatera shall be entitled to terminate all or part of the Agreement or to suspend its obligations

under the Agreement or any other agreement with Customer, with immediate effect and without court intervention, if:

- (a) Customer violates any provision of the Agreement and/or these terms and conditions and Customer does not remedy this violation within seven (7) days after a written notice of Innatera;
- (b) Customer applies for a suspension of payments or is granted a (temporary) suspension of payments;
- (c) Customer's bankruptcy has been filed or the court has declared Customer's bankruptcy;
- (d) Customer's company is liquidated;
- (e) Customer offers a settlement to its creditors;
- (f) a prejudgment or execution attachment is levied on a substantial part of Customer's business assets; or
- (g) Customer's business or a substantial part thereof is sold to a third party.

13.2. Consequence of termination. If the Agreement is terminated pursuant to this Clause 13, any claim of Innatera against Customer shall be immediately due and payable, and Innatera shall be entitled to compensation for all direct, indirect and consequential damages, including lost profits, without prejudice to any other legal rights to which it is entitled and its other rights under the Agreement and these terms and conditions, without Innatera being obliged to pay any compensation and/or performance.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. Applicable Law: This Agreement and all related matters shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.2. Jurisdiction: All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts in The Hague, the Netherlands.

15. GENERAL PROVISIONS

15.1. Force Majeure: Innatera shall not be liable for any failure and/or delay in performance if this failure is a direct or indirect result of force majeure. Force majeure shall, among other things, mean acts due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes and/or strikes, natural disasters, a state of siege, martial law, cybercrime, technical disruption of means of transport, disruption of digital infrastructure, unusually high absenteeism due to illness, industrial or commercial disputes, seizure, fire, explosion, power failure, theft or loss of tools, materials or information, traffic restrictions or work stoppages, import or trade restrictions, pandemics/epidemics and/or governmental actions.

15.2. No Waiver: The failure or delay by Innatera to exercise any right or remedy arising from this Agreement shall not operate as a waiver of that right or remedy; nor shall any single or partial exercise of any right or remedy preclude any other or future exercise of that right or remedy. Specifically, if Customer is in default, Innatera's election to continue deliveries or performance shall not constitute a waiver of such default or affect Innatera's legal remedies for the default.

15.3. Assignment: Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Innatera, as stipulated in article 3:83(2) DCC.

15.4. Compliance with Laws: Customer warrants that it will comply with all applicable laws, including anti-corruption laws and regulations regarding conflict minerals (e.g., RoHS, REACH).

15.5. Entire Agreement: The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. No modification shall be binding unless in writing and signed by both parties.

15.6. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.