

SALES AGREEMENT & DISCLAIMER

Parties:	Recipient	Owner – Texas Instruments (or TI)
Company Name:	XXX	Texas Instruments Japan Semiconductor, Ltd.
Organized in:	XXX	Japan
Address:	XXX	2 Takaku-kogyodanchi Aizuwakamatsu-shi, Fukushima, 965-0060 Japan
		Sales Agent – Liquidity Services
		Liquidity Services Capital Assets Americas LLC
Company Name:	N/A	2 Corporate Drive
Organized in:	N/A	Suite 100
Address:	N/A	Southfield, Michigan 48076

1. Terms & Conditions: By signing this Sales Agreement & Disclaimer (“Agreement”) below, **Texas Instruments Incorporated (“Texas Instruments” or “TI”)** agrees to transfer to Recipient the used/surplus equipment, facility systems items and/or other goods listed on Attachment A hereto (collectively, the **“Items”**) in exchange for Recipient’s payment of the purchase price as specified in Section 7 below. The transfer and completed sale of the Items by Texas Instruments is expressly subject to the terms and conditions below.

2. Warranty Disclaimer: EXCEPT FOR THE WARRANTY OF TITLE AS SET FORTH BELOW, THE ITEMS ARE PROVIDED ON AN "AS IS" AND “WHERE IS” BASIS, WITH ALL FAULTS, LATENT AND PATENT. . ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY TEXAS INSTRUMENTS AND DO NOT APPLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TEXAS INSTRUMENTS’ TRANSFER OF THE ITEM(S) DOES NOT CONVEY TO RECIPIENT ANY LICENSE OR SUBLICENSE UNDER ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT, EITHER EXPRESS OR IMPLIED.

RECIPIENT HEREBY RELEASES TI FROM ANY LIABILITY WITH RESPECT TO ANY AND ALL MATTERS RELATING TO THE ITEMS PURCHASED HEREUNDER, INCLUDING WITHOUT LIMITATION: (i) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF THE ITEMS, AND (ii) THE MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE ITEMS FOR ANY PARTICULAR PURPOSE. TI ADDITIONALLY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE ITEMS TO BE PROVIDED HEREUNDER HAS ADEQUATE CAPACITY OR FUNCTIONALITY TO SERVE RECIPIENT’S INTENDED MANUFACTURING PROCESSES OR BUSINESS PURPOSES OR IS ADEQUATE TO PROTECT THE ENVIRONMENT OR SAFETY OF PERSONS OR PROPERTY, AND RECIPIENT HEREBY ACKNOWLEDGES THAT IT HAS UNDERTAKEN ITS OWN ASSESSMENT AND EVALUATION OF THE ITEMS FOR SUCH PURPOSES AND IS RELYING SOLELY ON ITS OWN ASSESSMENT AND EVALUATION AND NOT ON ANY OPINIONS GIVEN BY TI OR TI’S EMPLOYEES, AFFILIATES, REPRESENTATIVES OR AGENTS.

Texas Instruments represents and warrants that it has good and marketable title to the Items. Upon Recipient’s payment of the total purchase price as specified in Section 7 below and successful completion of all of Recipient’s obligations under this Agreement, Texas Instruments will deliver to Recipient an executed bill of sale for all of the Items in a form reasonably acceptable to Recipient.

3. Transfer of Hardware Items Only: This is a transfer by Texas Instruments to Recipient only of the used/surplus equipment hardware constituting the Items, and such transfer does not include a sale or license of program code (software) in any form, regardless of whether such software has been packaged with, integrated into or otherwise included with the Item(s). Any software included with the Item may be the property of a third party. It shall be Recipient's sole responsibility to make such determination as is necessary with respect to the acquisition of license or other rights under patents or with respect to other rights of third parties, including rights to programs and documentation, as appropriate for the continued use of the goods. Recipient shall indemnify, defend and hold TI harmless in accordance with Section 8 for any claim asserted against TI, or for any loss or damage TI may suffer, as a result of Recipient's failure to do so. Recipient agrees to either promptly destroy all such software or obtain valid license(s) required for the continued permitted use of such software. If Recipient subsequently transfers the Items to any other person or entity, Recipient shall not thereafter retain any copies of any software contained on the Items, nor shall Recipient represent to any potential purchaser that Recipient has, or is transferring, the right to use such software or any license with respect to such software. Recipient shall advise any potential purchaser, in writing, of the requirements of this Section 3 and the responsibility of the purchaser to obtain an appropriate license for the continued use of such software.

4. Intellectual Property.

- a. The purchase of the Items under this Agreement does not convey by implication or otherwise any licenses under any patent, trademark, copyright, trade secret or other proprietary interest, domestic or foreign. TI makes no representation or warranty that the use of any Items, goods, equipment, software, material, program, documentation or technical information furnished under this Agreement will not infringe or misuse any patent, trademarks, copyright, trade secret or other proprietary interest of any third party.
- b. TI shall have no liability with respect to any claim made by any third party on account of, or arising from the use of such Items, goods, equipment, software, material, program, documentation or technical information. Recipient shall indemnify, defend and hold TI harmless in accordance with Section 8 for any claim asserted against TI, or for any loss or damage TI may suffer, as a result of Recipient's actual or alleged infringement or misuse of any patents, trademarks, copyrights, trade secrets or other proprietary interests in any foreign country or in the United States.

5. Title; Risk of Loss; Removal & Transportation:

- a. **Transportation.** Shipping terms are ExWorks (Incoterms 2010) Texas Instruments designated location. Recipient is responsible for de-installation, packing, shipping and transportation costs. Recipient is responsible for loading the Items and transporting them away from Texas Instruments' facility, and Recipient fully assumes any and all risks and liability associated with the packaging, loading, transportation, installation and use of the Item(s). Recipient is responsible for any and all expenses, charges, and insurance costs associated with the transportation, installation, and maintenance of the Items.
- b. **Title; Risk of Loss.** Title to the Items shall pass to Recipient as provided in Section 7 below, and risk of loss to an Item shall pass immediately upon payment to TI and the Item is made available to the Recipient for deinstallation, removal or other work to be performed by the approved service provider. Any subsequent loss or damage to the Items shall not relieve Recipient of its obligation to pay the full purchase price for such Items as to which the risk of loss has passed to Recipient.
- c. **Deinstallation and Decontamination.** Recipient shall de-install, disassemble, rig and/or package the Items for shipment, and Recipient fully assumes any and all risks and liability associated with such deinstallation, disassembly, rig and/or packaging activity. Decontamination will be performed to TI standards and specifications on all wafer processing equipment, by an approved service provider, prior to the removal of the Items. With respect to any de-installation, disassembly, decontamination, rigging, packaging, loading or transportation activities conducted at a TI facility, Recipient will only utilize vendors that are approved in advance by Texas Instruments to perform any work within a Texas Instruments facility (each, a "**Vendor**"). Vendors must meet certain minimum obligations with respect to work performed at the TI facility that are not negotiable, and are to be included within any scope of work agreed between the Recipient and the Vendor(s) (see section 16 below for additional information). Any work performed on the

Items by a Vendor will be strictly governed by agreements between Recipient and that Vendor. Any disagreement to the quality, completeness or nature of the work performed by the Vendor will be resolved directly with the Vendor by the Recipient. In no event will Recipient be entitled to a reduction, credit or refund of any portion of the Purchase Price. Recipient must pay in full for all Vendor services for deinstallation, decontamination, disassembly, rigging, or crating prior to removing any item from a TI facility. All individuals associated with the Recipient, its Vendor(s), agent(s) or subcontractor(s) must adhere to TI policies, procedures and protocols while at the Texas Instruments location(s), and each will be provided and must sign a Release and Liability Waiver for Access in form deemed suitable by Texas Instruments in its sole discretion prior to entering the TI location(s).

- d. **Additional Obligations.** Additional obligations of the parties regarding requirements for work performed at the **Texas Instruments** facilities are provided in Attachment B.
6. **Timing of Removal of Items; Abandonment by Recipient:** Recipient, its Vendor(s), agent(s) or subcontractors will cooperate with Texas Instruments to develop and execute a detailed extraction plan and schedule that does not disrupt the current plans of Texas Instruments. Such extraction plan must be agreed and approved by Texas Instruments prior to any work being performed on the Items. Recipient and its Vendor(s), agent(s) and subcontractor(s) shall have access to the Texas Instruments locations during scheduled hours, as determined by Texas Instruments.
 - a. Time is of the essence. Recipient shall remove all purchased Items from designated TI locations in accordance with the mutually agreed upon extraction plan, and no later than sixty (60) days from when the tool(s) are made available (the "**Removal Deadline**").
 - b. Recipient will be deemed to have abandoned the purchase of an Item if any of the following events occurs before the Removal Deadline:
 - i. Recipient has not paid its Vendor(s) in full for all services described in Section 5.c above; or
 - ii. Recipient has not completed removal of all Items; or
 - iii. Recipient has, or its Vendor(s) have, failed to complete all requirements of Section 5.c above, Attachment B, and Section 16 below, including removal of all waste created by this work; or
 - iv. Recipient has not obtained all export licenses and other documentation required for the export of any Item purchased from TI under this Agreement (or, if requested by TI, documentation establishing that no export license and other documentation is required), or Recipient has not complied with the requirements of Section 13(d) below.
 - c. If Recipient fails to remedy the event causing the deemed abandonment described in Section 6.b above within 10 days of TI sending Recipient notice of the deemed abandonment at the address on the first page of this Agreement, then:
 - i. Recipient will be deemed to have abandoned any Items that have not been properly removed from TI's facility as provided in this Agreement prior to the abandonment; and
 - ii. Recipient will be in material breach of this Agreement; and
 - iii. TI will have no further obligation to Recipient regarding each abandoned Item and TI may dispose of an Item in any manner TI chooses, including selling an Item to another purchaser or destroying it.
 - d. Upon written request from Recipient, Texas Instruments may in its sole but reasonable discretion (but shall not be obligated to) agree to extend the Removal Deadline until a mutually agreed upon date. If Texas Instruments agrees to extend the Removal Deadline, TI will be entitled to impose additional reasonable obligations on Recipient to ensure that the Items are removed by the extension granted, including, for example, conditioning the extension upon Recipient's providing increased workforce for completion of the services described in Section 5.c.

7. **Payment:** The total purchase price for the Items is US Dollars XXX and no/100 Dollars (USD XXX), excluding any applicable taxes or Buyer's Premium.

Following Recipient's payment, **Texas Instruments** shall make the Equipment available to Recipient or its designated common carrier. Recipient shall deinstall, disassemble, remove, rig and crate the Equipment, and Recipient shall promptly remove the Equipment from TI's facility.

Upon Recipient's payment and successful completion of all of Recipient's obligations under this Agreement and Attachment B, **Texas Instruments** will transfer to Recipient good and marketable title to the Equipment free and clear of any lien and or encumbrance of any kind or nature.

- a. **Failure to Pay.** Failure to fully pay for all of the Items as set forth above will nullify the sale of the Items for which the applicable portion of the purchase price has not been paid, and **Texas Instruments** will then retain ownership of such Items. TI may dispose of any Items for which payment of the applicable portion of the purchase price, as described in Section 7, has not been made, in any manner TI deems expedient, including sale to another purchaser or destruction or both, with no obligation to Recipient for accounting or for any level of care regarding such Items. Recipient shall be fully liable to TI for any costs that TI incurs as a result of Recipient's failure to fully pay for all of the Items. In no event will Recipient be entitled to a reduction, credit or refund of any portion of the Purchase Price.
- b. **Taxes.** The listed purchase prices do not include any taxes that may apply to the sale of the Items, and Recipient will be responsible for payment of any such taxes to **Liquidity Services** in addition to the Purchase Price of the Equipment unless Recipient provides a proper tax exemption certificate which will be documented in this final sales agreement and invoice.
- c. **Payment Instructions.** Payment will be submitted to **Liquidity Services** after execution of this Agreement unless invoiced by **Texas Instruments** directly, in which case, payment will be sent to Texas Instruments.

8. **Indemnity:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RECIPIENT SHALL AND DOES AGREE TO INDEMNIFY, DEFEND, PROTECT AND SAVE TI, ITS OFFICERS, DIRECTORS, EMPLOYEES, SERVANTS, AGENTS, AFFILIATES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**INDEMNIFIED PERSONS**"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, JUDGMENTS, INCIDENTAL, CONSEQUENTIAL, DIRECT AND INDIRECT DAMAGES, PENALTIES, FINES, LIABILITIES, COSTS AND EXPENSES, (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS AND EXPENSES) ("**CLAIMS**"), ARISING OUT OF OR RELATED IN ANY WAY TO: (i) RECIPIENT'S FULFILLMENT OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF THE ITEMS PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE MANUFACTURE, SELECTION, DELIVERY, INSTALLATION, DECONTAMINATION, DE-INSTALLATION, DISASSEMBLY, RIGGING, CRATING, PACKAGING, LOADING, TRANSPORTATION, POSSESSION, USE OR OPERATION OF SUCH ITEMS BY RECIPIENT, ITS VENDOR(S), EMPLOYEES, SUBCONTRACTORS, SERVANTS OR AGENTS; (ii) ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF RECIPIENT, ITS CONTRACTORS, SUBCONTRACTORS, SERVANTS, OR AGENTS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; (iii) FAILURE OF RECIPIENT, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SERVANTS, OR AGENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS ON OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT; OR (iv) BREACH BY RECIPIENT, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SERVANTS OR AGENTS OF THE TERMS AND CONDITIONS OF THIS AGREEMENT (COLLECTIVELY, THE "**LIABILITIES**"), PROVIDED THAT RECIPIENT IS (I) PROMPTLY NOTIFIED AND FURNISHED A COPY OF

SUCH CLAIM, (II) GIVEN ALL EVIDENCE IN TEXAS INSTRUMENTS' POSSESSION, CUSTODY OR CONTROL AND CONSTITUTING THE BASIS FOR SUCH CLAIM, AND (III) GIVEN REASONABLE ASSISTANCE IN AND SOLE CONTROL OF THE DEFENSE THEREOF AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE. SUCH LIABILITIES INCLUDE, BUT ARE NOT LIMITED TO, INJURIES TO, SICKNESS OR DEATH OF ANY PERSON (INCLUDING RECIPIENT'S OR ANY SUBCONTRACTOR'S EMPLOYEES), CLAIMS BASED ON STRICT LIABILITY AND CLAIMS FOR PROPERTY LOSS OR DAMAGE TO REAL AND/OR TANGIBLE PERSONAL PROPERTY. THE OBLIGATIONS OF RECIPIENT UNDER THIS INDEMNIFICATION PROVISION SHALL APPLY TO ALL CLAIMS AND ALL LIABILITIES EVEN IF SUCH CLAIMS OR LIABILITIES ARE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PERSON. THE INDEMNIFICATION PROVISIONS IN THIS SECTION SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR RECIPIENT UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

9. Hazardous Materials: Recipient acknowledges it has been informed of Texas Instruments' prior use of the Items and that in their current state the Items may contain residue from hazardous and/or toxic substances. Recipient hereby expressly acknowledges that Recipient has heretofore made a full and complete inspection of (or has had a reasonable opportunity to inspect) the Items and has been provided with reports or documents sufficient to describe the prior use of hazardous and/or toxic substances and cleaning process, if requested by Recipient. Recipient will take all steps necessary to properly and adequately warn, educate, train and supervise its employees, Vendor(s), agents, and any other third parties who come in contact with the Items, including without limitation, Recipient's successors and assigns, regarding the possible presence of hazardous or toxic residue in and on the Items, and of the need to take special handling precautions prior to transporting, using, or otherwise handling the Items.

10. Identification of Items: No identification or simulation thereof of Texas Instruments Incorporated or its affiliated companies ("affiliates"), references to TI or its affiliates or references to codes, drawings or specifications of TI or its affiliates will be used in any of Recipient's written advertising or written promotional efforts with respect to the goods purchased hereunder without TI's prior written consent in each instance; provided that Recipient may identify TI or its affiliates to prospective purchasers as the source of the goods. Unless otherwise agreed in writing, Recipient shall remove any TI or affiliate identification, trade names, trademarks, insignia, symbols or evidence of TI's inspection prior to any sale or use of the goods purchased hereunder. Recipient shall indemnify, defend and hold TI harmless in accordance with Section 8 for any loss or damage TI may suffer as a result of Recipient's failure to do so. This section does not modify the "Use of Information" section below.

11. Use of Information: Any specifications, drawings, sketches, diagrams, computer or other apparatus programs, manuals, technical, or business information or data, including methods and concepts set forth or utilized therein, in each case, which are proprietary to TI or its affiliates (all hereinafter designated "information"), if any, which TI or its affiliates may furnish under this Agreement or in contemplation hereof, shall be kept in confidence by Recipient and shall not be published or otherwise disclosed by Recipient without TI's prior written consent, except as hereinafter provided. Unless such information was previously known to Recipient free of any obligation to keep it in confidence or has been or is subsequently made public by TI or a third party, it shall be kept in confidence by Recipient and shall not be disclosed to any other party. Such information may be used by Recipient solely to install, operate, and maintain the goods purchased hereunder, and may not be used for other purposes. No copies of such information may be made other than copies which are necessary for Recipient's installation, operation, and maintenance of the goods purchased hereunder. Such information may be disclosed to Recipient's authorized designee for the sole purpose of installing, operating, and maintaining the goods purchased hereunder, provided such designee agrees in writing to keep such information in confidence and to use such information solely for such purpose, and provided further that a copy of such writing shall be provided to TI at its request.

12. Compliance with Laws:

- a. Recipient and Recipient's employees, contractors, subcontractors, servants, Vendor(s) and agents shall comply fully with all laws, orders, regulations or ordinances of the United States and any federal, state, county, township or municipal agencies or departments, including all environmental, health and safety laws, applicable to the location where the goods are obtained by Recipient and the location in which the goods are to be delivered or installed, that pertain to Recipient's transportation, delivery, installation, possession or use of the goods purchased hereunder or otherwise relating to the performance of Recipient's obligations under this Agreement.
- b. Recipient shall be responsible for obtaining all licenses, permits and authorizations required by law for the removal, transportation, delivery, installation, possession and use of the goods by or on behalf of Recipient. Recipient shall furnish copies of such licenses, permits and authorizations to TI upon request and shall immediately notify TI if any of the foregoing are suspended, revoked or expired.
- c. Recipient will, to the extent required by law, take all steps necessary to properly and adequately warn, educate, train and supervise its employees, Vendor(s), agents, and any other third parties who transport, handle, use, or otherwise come into contact with the goods purchased hereunder as a result of such party's actions under this Agreement.

13. Export Control: Recipient must conform to the Laws and Regulations of the US Government with respect to Export compliance, including but not limited to, the below:

- a. Recipient agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Recipient nor its subsidiaries shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("**EAR**")), received from TI, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Recipient furnishes the assurances provided herein to TI in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.
- b. Recipient further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any Item, product, technical data, software or software source code acquired from TI under this Agreement or any direct product of such technical data, software or software source code. Accordingly, Recipient shall not sell, export, re-export, transfer, divert or otherwise dispose of any such Item, product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, Recipient shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such Item, product, technical data, software or software source code from Recipient with the intention of exportation. Recipient shall secure, at its own expense, such licenses and export and import documents as are necessary for Recipient to fulfill its obligations under this Agreement.
- c. Recipient agrees to determine any export license requirements, to obtain any export license or other official authorization, and to carry out any customs formalities for the export of the goods.
- d. Any product export classification made by TI shall be for TI's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product.
- e. Recipient will notify Texas Instruments in writing of the intended destination for any Item and provide proof of compliance with Section 13.b upon request. If Recipient cannot provide proof of having obtained necessary export license(s) and other necessary export documentation for the Items then TI may, at TI's sole option and without liability, (i) delay delivery of such Items to Recipient for a reasonable time as determined by TI (but not later than the Removal Deadline) until such export license(s) and other export documentation is provided by Recipient, (ii) treat such Items as Abandoned as of the Removal Deadline as provided in Sections 6(b) and 6(c) above, or (iii) terminate, cancel or otherwise be excused from performing any obligations that TI may have regarding the transfer, sale or delivery of the affected Items under this Agreement.

f. Recipient agrees to indemnify, save, and hold the INDEMNIFIED PERSONS harmless from any violations of U.S. export law resulting from the export, re-export, or transfer of these Items by Recipient or Recipient's customer.

14. Insurance: Recipient, and its agent(s) and subcontractor(s), has procured, and at all times during the term of this Agreement will maintain, reasonable insurance coverage for activities and obligations undertaken by Recipient pursuant to this Agreement. Prior to commencing work, and upon Texas Instruments request, Recipient, and Recipient's agent(s) and subcontractor(s) shall provide applicable certificates of insurance to **Texas Instruments** evidencing the adequacy of the scope and coverage limits of Recipient's, and their agent(s) or subcontractor(s), policies. For purposes of this Section 14, "subcontractor(s)" includes Vendor(s).

15. Limitation of Liability: EXCEPT FOR RECIPIENT'S OBLIGATIONS UNDER SECTIONS 3, 4, 5, 6 AND 8 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO TEXAS INSTRUMENTS' TRANSFER OF THE ITEMS TO RECIPIENT OR TO RECIPIENT'S POSSESSION OR USE OF THE ITEMS.

16. Safety & Environmental Protection: Although work performed by Vendors will be governed by a specific agreement between Recipient and Vendor, TI is entitled to require Recipient and Vendor to comply with procedures and requirements concerning the scope and circumstances of the work. These procedures and requirements are not negotiable between the approved Vendors and the Recipient. If Vendor will perform any work on Texas Instruments premises, then Vendor will comply with all Texas Instruments environmental, health, safety, and security policies, procedures, and programs applicable to such work; provided that Texas Instruments shall provide Vendor with a copy of the current version of such policies, prior to commencement of such work, for the relevant Texas Instruments site. Vendor shall be responsible for ensuring that Vendor's employees, agents, and subcontractors understand and comply with all such applicable Texas Instruments policies, procedures, and programs. Vendor will reasonably cooperate with Texas Instruments in performing work on Texas Instruments premises so as to minimize any potential interference with Texas Instruments other activities, to protect the safety and health of Texas Instruments employees, agents, and visitors, and to safeguard Texas Instruments property. Upon completion of the work on Texas Instruments premises, Vendor(s) will remove all resulting debris and waste material from the work site. Recipient must ensure the removal of these materials by Vendor and is liable for any failure on the part of Vendor to properly dispose of the materials. Recipient and its Vendor(s) will not cause or allow a discharge, release of emission of any regulated substance into the environment on Texas Instruments property without prior written approval from Texas Instruments.

17. Right to Inspect: Recipient acknowledges that it has been afforded the right to inspect all Items, by appointment with TI, prior to executing this Sales Agreement.

18. Miscellaneous: This Agreement is governed by the laws of the State of Texas, U.S.A. The provisions of Sections 2 through 18 shall survive and remain in effect following the termination or expiration of this Agreement for any reason. The failure of either party to this Agreement to object to any conduct that violates the terms of this Agreement will not be construed as a waiver of that objection or of any future violation. Recipient may not assign, delegate, or subcontract any obligation under this Agreement without prior written consent from Texas Instruments. This Agreement and any documents incorporated or referenced herein constitute the complete agreement between the parties, and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. None of Recipient's standard terms and conditions, and no additional, supplemental or conflicting terms and conditions, shall apply to the transactions contemplated under this Agreement, and all such terms and conditions are hereby expressly rejected by Texas Instruments. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party, and no other act, document, usage, or custom shall be deemed to amend or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Sales Agreement and Disclaimer as of the date set forth below.

XXX

Texas Instruments Incorporated

Authorized Signature

Authorized Signature

XXX

Print Name

Print Name

XXX

Title

Title

Date

Date

Attachment A
To
Sales Agreement and Disclaimer

List of Items
Located at Texas Instruments Facility

Equipment

Area	Misti	General Description	Manufacturer	Model
TI-Aizu				

Recipient acknowledges that the descriptions, models and manufacturers listed for the Items in Attachment A may have some variation from the equipment manufacturer's descriptions of the same. Recipient accepts these variations and acknowledges that it has verified what is being purchased through Recipient's own inspection of the Items.

Attachment B
To
Sales Agreement and Disclaimer

Responsibilities and Obligations of Recipient: In addition to any obligations set forth in this Agreement, Recipient and its Vendor(s), agents or subcontractor(s) will be solely responsible for performing all work at Texas Instruments' location(s) in accordance with the following:

1. General requirements regarding the work to be performed at the **Texas Instruments** location(s) are provided below:
 - A. Recipient will be responsible for the disconnection and safe termination/capping of all utilities and interconnects remaining in place on all Items in an accepted manner approved by **Texas Instruments** to protect property and personnel and prevent leakage of any contained liquids or materials.
 - B. Materials, including plugs and caps, will be provided by Recipient.
 - C. Recipient shall confirm shut off and tag out of all utilities prior to making tool disconnects.
 - D. Recipient will perform any necessary decontamination on the remaining tools required to bring the status of the tool to Orange tag status, and will work with TI ESH to certify decontamination status prior to removing the tool or Item
 - E. Recipient will provide all required tools, equipment, safety items (including PPE as necessary) and materials to perform the extraction work
 - F. Recipient may have the opportunity to use basic safety equipment available onsite at the **Texas Instruments** facility(s).
 - G. Recipient will provide a single point of contact available at the TI facility at all times work is being performed
 - H. Recipient will ensure that qualified Safety personnel will be on-site at all times work is being performed
 - I. Recipient's designated/qualified Safety personnel will support ESH activities and actions associated with ESH requests, as they relate to the Services carried out by Recipient under this agreement. These responsibilities include but are not limited to:
 1. A documented Health and Safety Plan that is in support of TI's Environmental Safety and Health Handbook for Suppliers to cover work performed at the TI location(s)
 2. Promotion of Environmental/Safety/Health in all aspects of the project by walking around observing workers and work areas and advising Recipient's workers, Vendors, agents or subcontractors on applicable laws and regulations regarding the transport of hazardous equipment and materials.
 3. Review hazard assessments and ensure proper use of PPE, ventilation, waste capture/disposal methods and other hazards associated with the project
 4. Review equipment movement documentation, inspect equipment for compliance and apply applicable documentation required by state/federal laws and TI standards
 5. Perform incident investigations and review meetings to determine actual root cause. Apply lessons learned to prevent further incidents
 - J. Recipient and designated TI personnel will align daily on tasks to be performed and Items to be removed
 - K. Recipient will use only the areas designated by **Texas Instruments** for temporary storage of staged Items, rigging and crating of Items.
 - L. Recipient will ensure that Recipient's personnel, including Recipient's Vendor(s), agents' and subcontractors' personnel, who will be working at the Texas Instruments site comply with appropriate safety and security procedures. Recipient may be requested to meet with TI EHS personnel to ensure alignment.
 - M. Recipient will submit a list of Recipient's personnel, including Recipient's Vendor(s), agents' and subcontractors' personnel, who will be working on the removal of Items prior to sending such personnel to the Facility. Recipient will inform TI of any changes in such personnel in a timely manner.
 - N. Recipient will ensure that personnel wear an appropriate badge while at the Facility as required by TI and, if necessary, a Recipient -issued identity card or badge.
 - O. Recipient will supervise all Recipient, Vendor(s), agent(s) and subcontractor(s) personnel with a task-appropriate level of supervisors-to-workers. **Texas Instruments** personnel may stop any activity

immediately, if activity or work practice poses safety risk to any person. In any such event, Recipient will be immediately notified

- P. Recipient will notify TI if Recipient becomes aware of any safety issue relating to the Equipment, Systems or other Items being serviced by Recipient
 - Q. Recipient will ensure that all work is performed by personnel with task-appropriate qualifications
 - R. Recipient will maintain a safe, clean and secure environment in all work areas
 - S. Recipient will ensure all Items are documented, and agreed by **Texas Instruments**, prior to removal from the **Texas Instruments** facility(s).
 - T. Recipient will ensure personnel are properly and adequately trained to perform assigned service tasks.
 - U. Recipient will ensure that all personnel have passed any required background check and drug test.
 - V. Recipient will clean and remove any HPM (hazardous production material) release that is created in the process of performing their work utilizing qualified HAZMAT personnel, or pay for a qualified third party to perform the cleanup
 - W. Recipient will provide all barricading and hole covers unless mutually agreed upon
 - X. Recipient is responsible for securing all work permits, job hazard analysis and approvals required for the nature of the work being performed by Recipient prior to the work being actually performed
 - Y. Recipient will remove any TI tags or labels with TI logo from any item prior to removal of such Item.
 - Z. Recipient will have continuous planning and open communication with TI personnel.
2. When removal activity requires the removal of any walls or other structures, the enlargement of any openings, or other such modifications to the premises, Recipient will provide advance notice to Texas Instruments of such planned activity. If such modifications are approved in writing by Texas Instruments, Recipient will ensure that any modifications to the premises are repaired and restored, unless otherwise mutually agreed. Recipient will ensure that any holes, depressions or other such potentially unsafe flooring areas are filled or covered with a structurally sound covering, unless otherwise mutually agreed. It may be acceptable to barricade unsafe areas, subject to Texas Instruments' approval.

Fire Protection System – Integrity of fire protection systems and related components must be maintained and code compliant (e.g. sprinkler heads, smoke detectors, etc). Routine maintenance of the Fire Protection System will be provided by TI. Any modification of any area required to support the removal of an Item sold to Recipient that impacts the viability or integrity of the fire protection system will be promptly remedied by Recipient and included in the scope of work contracted between the Recipient and approved Vendor(s).

3. Properly label, segregate and containerize any Regulated Waste generated during the work performed by the recipient and deliver to a designated area provided by **Texas Instruments**.

Responsibilities of TI: In addition to any obligations set forth in this Agreement, TI will be solely responsible for the following:

- A. Provide Recipient's personnel all necessary, reasonable access to the Facility to enable Recipient to perform the required work.
- B. Provide power-down and safety checklist if needed
- C. Provide any system manuals and documentation to the extent that it has such materials in its possession available for the Items covered under this Agreement
- D. Provide site specific safety and security training materials for the locations
- E. Provide access to Shutdown/Idle tool procedures and checklists to verify work that has been completed to date on the Equipment and any supporting equipment, gas and chemical lines.
- F. Notify Recipient if TI becomes aware of any safety issue relating to the Equipment being serviced by Recipient.

- G. Provide Recipient with the names of one (1) TI staff available at the Facility that will serve as TI's primary contact with Recipient's on-site personnel. Such personnel will have authority to and will make decisions and grant prompt acceptances, approvals and rejections regarding the work performed by the Recipient.
- H. Provide power to perform on site equipment removal work.