

PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance Of Order. Vendor may accept this order (including these terms and conditions) either in writing or by any conduct that acknowledges the existence of a contract pertaining to the subject matter hereof. This order can be accepted only upon the terms and conditions specified herein and on the face hereof, including any specifications, drawings or other documents as are incorporated by reference. If Vendor has previously proposed or subsequently proposes any terms that add to, vary from, or conflict with the terms herein, such terms are hereby objected to and rejected by SPANSION. If this Order has been issued by SPANSION in response to an offer from Vendor and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by SPANSION shall constitute an acceptance of such offer subject to the express conditions that Vendor agree to such additional and different terms contained herein, and Vendor shall be deemed to have so agreed unless Vendor notifies SPANSION to the contrary in writing within ten (10) days of receipt of this Order. In the event that this Order is designated by SPANSION as a Blanket Purchase Order or Scheduling Order, as indicated on the face hereof, SPANSION shall have an option, but not the obligation, to procure up to the quantity of Products, Services and/or Software (defined below) described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to the terms and conditions hereof.

2. Products, Services And Software; Prices. 2.1. Vendor will sell to SPANSION the Products (the "Products"), provide to SPANSION the services (the "Services") and or license the software and user documentation (the "Software") as specified on the face of this Order. Vendor will comply with the quantity and delivery requirements of this Order; however, any forecasts or other information it may provide will not bind SPANSION to Vendor, and any expenditures or commitments by Vendor in anticipation of SPANSION's requirements will be at Vendor's sole risk and expense.

2.2. Unless otherwise specified on the face hereof, any Software being procured under this Order is being licensed and not sold, and accordingly, the words "purchase," "sold," or similar or derivative words are understood and agreed to mean "license". Vendor grants to SPANSION a transferable, perpetual, nonexclusive, fully paid-up, worldwide license (the "License") to install, reproduce and use the Products subject to the terms of this Order. In the event that SPANSION is obtaining a license for source code of any of the Software, in order for SPANSION to obtain compatibility with other independently created software programs, SPANSION has the right to revise, disassemble, reengineer, decompile or otherwise alter the Software to the extent necessary for interoperability or increased functionality.

2.3. Vendor agrees that the price(s) set forth on the face of this Order is firm, and is not subject to increase. Further, the price(s) are exclusive of freight charges, duty and applicable sales and use taxes, but are inclusive of all other charges including any charges for labeling, packing and crating, any finishing or inspecting fees, any applicable royalties, and all other taxes. However, SPANSION will have no liability for any tax for which it has an appropriate exemption. Further, by accepting this Order, Vendor represents that the price(s) to be charged for any Product, Service or Software is not in excess of the price charged to other customers for a Product, Service or Software that is either identical or has substantially the same functionality, components and feature sets and are perceived or marketed as a competing product, service or software. In the event more favorable terms are granted, or in the event of a general price decrease with respect to any Product, Service or Software, Vendor will notify SPANSION and the more favorable terms or price will apply to all such Products, Services or Software not yet delivered to SPANSION as of the date of such grant or decrease.

3. Invoices And Payment. 3.1. Invoices shall be itemized, submitted in duplicate and contain the following information: PO or Document number on the face hereof, item number, description of goods and services, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of an invoice shall not constitute acceptance of any Products, Services or Software and shall be subject to adjustment for errors, overcharges, shortages or defects in the Products, Services or Software, or other failure of Vendor to meet the requirements of the Order. Payment will be due as stated on the face hereof, but not prior to SPANSION's acceptance of the Product, Service or Software. Unless otherwise specified on the face of this Order, all payments will be made in U.S. currency.

3.2. SPANSION, without liability to Vendor, may deduct from any amounts due to Vendor, any amounts owed to SPANSION or any of SPANSION's affiliates by Vendor or any of Vendor's affiliates under this Order or otherwise, and may withhold any payment without penalty to SPANSION if Vendor owes any amount of money to SPANSION or SPANSION's affiliates.

3.3. In accepting this Order, Vendor affirms that there are no prior defaults with regard to any previously issued Order.

4. Delivery And Acceptance. TIME IS OF THE ESSENCE UNDER THIS ORDER. Delivery will not be deemed to be complete until the Products, Services or Software have been accepted by SPANSION. If delivery is not completed by the delivery date on the face hereof ("Delivery Date"), SPANSION may, without liability, in addition to its other rights and remedies, cancel the Order in whole or in part. SPANSION may refuse to accept early deliveries and may return them at Vendor's risk and expense, after which they will be redelivered only upon SPANSION's instructions, or may store them at Vendor's risk and expense and delay processing the corresponding invoice until the Delivery Date. If it appears that Vendor will not meet the Delivery Date, Vendor will (i) immediately notify SPANSION and (ii) ship by air freight or other expedited routing, at Vendor's expense, if and in the manner requested by SPANSION. If only a portion of the Products are available for shipment to meet the Delivery Date, Vendor will notify SPANSION and ship the available Products unless otherwise directed by SPANSION. SPANSION may return any unauthorized undershipment or any overshipment at Vendor's risk and expense. In the event that SPANSION notifies Vendor of any rejection of any Product, Service or Software, Vendor shall, at SPANSION's option, refund SPANSION for payment of the Products, Services and/or Software. Acceptance of any Products, Services and/or Software shall in no way release Vendor of any of its obligations hereunder (warranty or otherwise) or to which SPANSION may be entitled at law or in equity. If Vendor's failure to timely deliver Products, Services and/or Software causes SPANSION to be unable to timely deliver goods to SPANSION's customers, Vendor will indemnify SPANSION for any damages, costs, penalties or other amounts that SPANSION pays to its customers as a result of such delay.

5. Shipments. Unless otherwise specifically provided on the face of this Order, shipments are DDP (as defined in Incoterms 2000) at SPANSION's ship-to location ("Destination"). Title shall pass to SPANSION upon acceptance of Products and Software at Destination. Vendor will handle, pack, mark and ship the Products or Software in accordance with SPANSION's packing specifications (or, if none are applicable, in accordance with best commercial practice). Shipments will be made by the carrier and method specified in this Order. If the face of this Order specifies that a shipment is EXW or FCA (as defined in Incoterms 2000), SPANSION will be responsible for freight charges to the destination designated on the face hereof. Any costs incurred by SPANSION as a result of Vendor's failure to comply with SPANSION's routing instructions shall be borne by Vendor.

6. Inspection. Vendor will permit, and cause its subcontractors to permit, SPANSION, its direct or indirect customers, their respective representatives and any government representatives ("Representatives") to witness and inspect Products or Services and any or all stages of their production or testing at any time at the facilities of Vendor or any of its subcontractors. Vendor will furnish, or cause to be furnished, without charge, all reasonable facilities and assistance for the safety and convenience of such persons in the performance of their duty. All Products and Services are subject to inspection and acceptance at Destination, notwithstanding any prior payments or inspection. SPANSION may reject an entire lot based upon a sampling or inspect all units of the lot. Any such lot may be returned to Vendor for one hundred percent (100%) retesting at Vendor's cost. After the retesting, the lot may be reinspected by SPANSION. SPANSION's acceptance is always conditional; SPANSION may later reject Products or Services that exhibit or develop defects. In the event either party becomes aware that a hazard may exist in any Product and the defect is capable of causing death or bodily injury to any person or property damage ("Hazard"), that party shall immediately notify the other party. Vendor shall be responsible for any and all costs associated with a Hazard including the cost of affecting a recall of the Product, including but not limited to the reasonable out-of-pocket costs to SPANSION.

7. Warranty. 7.1. Vendor represents, warrants and covenants that (a) the Products, Services and Software shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by SPANSION. Vendor further warrants that the purchase, sale, performance or license of the Products, Services and Software shall in no way infringe or otherwise violate any copyright, trade secret, trademark, patent or other proprietary right of any third party. Additionally, Vendor represents, warrants and covenants that Software: (e) is free from any programming errors; and (f) does not contain any malicious

code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy or alter any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The warranties set forth as sections (e) and (f) shall not be affected by SPANSION's modification of the Software, including source code, so long as Vendor can discharge any warranty obligations notwithstanding such modifications or following their removal by SPANSION. Additionally, Vendor will indemnify SPANSION for any damages, costs, penalties or other amounts incurred by SPANSION resulting from Vendor's breach of warranty, including any amounts paid by SPANSION to its customers. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by SPANSION. SPANSION's approval of Vendor's material or design shall not relieve Vendor of the warranties set forth herein. Vendor's warranty shall be effective for a period of time as set forth on the face of this Order, or if no such period is stated, for five (5) years from the date of SPANSION's acceptance. This warranty shall run to SPANSION's customers and users of its products.

7.2. If any Product, Service or Software (including any rejected lot) does not conform to all requirements of this Order ("Noncomplying Product"), SPANSION may, at its option, (i) require Vendor to deliver replacement or repaired Products or Software or conforming Services to SPANSION no later than ten (10) days after SPANSION's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor SPANSION's reasonable expenses of same (and Vendor hereby grants SPANSION and its designees all rights, and agrees to provide all information and technical data, necessary for any such repair). Repaired or replacement Products will be warranted by Vendor for the longer of (i) five (5) years from delivery to SPANSION or (ii) the remainder of the original warranty period.

8. Changes And Cancellations. SPANSION may reschedule Delivery Dates, change Destinations, make any other changes (including changes to designs and specifications) with respect to this Order, or may cancel this Order, in whole or in part, at any time prior to delivery and acceptance by notice to Vendor. If any change by SPANSION causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment, as reasonably determined by SPANSION, will be made to the Order price or delivery schedule, or both, and the Order will be modified in writing accordingly. Otherwise, SPANSION's sole liability with respect to changes or cancellation will be to reimburse Vendor for the actual, reasonable and substantiated costs incurred by Vendor as a direct result of the change or cancellation that Vendor cannot recover either by shipping the Products to other customers within a reasonable time or by exercising other mitigation measures in a commercially reasonable manner. If so directed by SPANSION, Vendor will deliver to SPANSION or its designee all materials, work in process or completed items with respect to such Products and Services. Vendor will not make any changes in material, process or design with respect to any Products or Services.

9. Indemnity. 9.1. Vendor will defend any and all claims or allegations against SPANSION, its subsidiaries, affiliates, officers, directors, employees, subcontractors, consultants, agents, successors, assigns, and customers ("SPANSION Personnel") that: (i) the Products, Services, or Software, or any portion thereof, on their own or in combination with other goods and services, infringe any third-party's patent, copyright, trademark, trade secret, mask work right or other intellectual property right; or (ii) the Products, Services, or Software (in Vendor's possession) caused injury, death, or damages; or (iii) arise or are alleged to have arisen as a result of any negligent and/or intentional act or omission of Vendor or Vendor's subcontractors (of any tier), consultants, agents, officers, directors, or employees, or breach by Vendor of any term of this order. Vendor will indemnify and hold SPANSION and SPANSION Personnel harmless from and against any costs, damages and fees attributable to any such claims or allegations. SPANSION shall: (a) notify Vendor promptly in writing of any such claims or allegations; (b) permit Vendor to answer and defend the claim using competent counsel acceptable to SPANSION in its reasonable discretion; and (c) provide information and assistance reasonably necessary to enable Vendor to defend the claim (at Vendor's expense). Vendor's indemnification obligation includes, without limitation, payment of all attorney and other professional fees, costs of appeal, and other costs incurred in defending any such claims, as well as all amounts SPANSION pays its customers as a result of Vendor's Products, Services, or Software. SPANSION will not settle any such claim or allegation without Vendor's prior permission, provided that such permission is not unreasonably withheld. Vendor may not enter into any settlement that imposes any obligation on SPANSION or SPANSION Personnel without SPANSION's prior written consent. Vendor will not publicize or permit any third party to publicize any settlement of such claim or allegation without SPANSION's written permission. If Vendor does not agree that the claim or suit is fully covered by this indemnity provision, then the parties agree to negotiate in good faith an equitable arrangement regarding the control of defense of the claim or suit and any settlement thereof consistent with Vendor's obligations hereunder. If a third party claims that the Products, Services, or Software infringe an intellectual property right, or if the use of any Products, Services, or Software is enjoined, or if Vendor believes that any Products, Services, or Software is infringing, Vendor will promptly notify SPANSION in writing and, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for SPANSION from such third party rights with respect to the Products, Services, or Software consistent with the rights granted to SPANSION by Vendor under this order; (ii) modify the Products, Services, or Software so they are non-infringing and in compliance with all applicable requirements and specifications; (iii) replace the Products, Services, or Software with non-infringing versions that comply with the requirements of this order and all applicable requirements and specifications; or (iv) at SPANSION's request, accept the cancellation of infringing Products, Services, or Software and refund any amounts paid.

9.2. Vendor shall carry and maintain insurance coverage satisfactory to SPANSION to cover Vendor's obligations set forth in subparagraph (a) above, and upon SPANSION's request, shall furnish SPANSION with evidence of such insurance in a form satisfactory to SPANSION.

10. Non-Disclosure Of Confidential Information. The existence and terms of this Order; any data, specifications, drawings, technology or other information or materials that relate to the business, technology, prospects, financial condition or other proprietary or confidential information of SPANSION which Vendor may obtain from SPANSION or otherwise discover, and all Vendor's information derived from or incorporating any of the foregoing shall be maintained by Vendor as confidential using the same degree of care that Vendor uses to protect its own confidential information or materials (but no less than reasonable care) and shall be used only for purposes of performing pursuant to this Order. Vendor agrees not to use the name, logos or trademarks of SPANSION or to quote the opinion of any SPANSION employee in any advertising or otherwise without obtaining the prior written consent of SPANSION. Absent a formal written agreement to the contrary, all data, specifications, drawings, technology, and other information or materials supplied to SPANSION by Vendor will be provided to SPANSION on a non-confidential basis and may be used and/or disclosed by SPANSION without restriction.

11. SPANSION Property; Intellectual Property Rights. 11.1. All tools, specifications, designs, or other property furnished to or paid for by SPANSION in connection with this Order ("SPANSION Property"), shall (a) be and remain SPANSION's property, marked as such and kept segregated from other property; (b) be used only by Vendor and only in performance of this Order, (c) not be moved from Vendor's premises without SPANSION's written consent, (d) not be affixed to real property, (e) be kept free of all liens, claims, encumbrances, and restrictions, and (f) not be modified or altered by Vendor or any other person. Vendor will bear all risk of loss or damage to SPANSION Property and Vendor shall insure SPANSION Property at Vendor's expense in an amount equal to the replacement cost with loss payable to SPANSION until it is returned to SPANSION. Upon SPANSION's request Vendor will ship at Vendor's expense all SPANSION Property in good condition, ordinary wear and tear excepted, DDP (as defined in Incoterms 2000) to SPANSION's ship-to location ("Destination"). Vendor waives any legal or equitable rights or claims in connection with SPANSION Property.

11.2. Vendor hereby assigns (and agrees to cause to be assigned) to SPANSION, as a work-for-hire, all rights, title and interest in and to any and all intellectual property rights with respect to all writings, software, drawings, designs, expressions of ideas, or other copyrightable material, mask works, inventions, improvements, developments and discoveries (collectively referred to as the "Ideas") made, conceived or reduced to practice by Vendor solely or in collaboration with others during the course of performance of this Order are the sole property of SPANSION, Vendor further agrees to assist SPANSION, at SPANSION's expense, to enable SPANSION to obtain, perfect, defend, and enforce its rights in and to all such Ideas, and in the execution of all applications, specifications, assignments, and all other instruments which SPANSION shall deem necessary in order to apply for and obtain copyright protection, mask work registration and/or patent protection.

12. Epidemic Failure Event. 12.1. "Epidemic Failure Event" shall mean Product failures (i) having the same or similar cause, verified by the Vendor, by SPANSION, or an independent third party on behalf of SPANSION (ii) occurring within five (5) years after the date of delivery of the Product to SPANSION (iii) resulting from defects in materials, workmanship, manufacturing process, design or failure to conform with the SPANSION

specifications, (iv) having a one-month failure rate equal to or in excess of the rate calculation defined as two times (2x) the most current, consecutive six-month (or any other mutually agreed upon, currently monitored duration) rolling average failure rate where the failure rate is calculated by dividing the number of unit failures by the unit population or installed base (Failure Rate = N unit failures / N unit population) ("Threshold Failure Rate"). The Threshold Failure Rate shall apply to all Product unless SPANSION and Vendor have agreed in writing to an alternative metric for a particular Product. Upon occurrence of an Epidemic Failure Event, the remedies of Section 12.2 and 12.3 shall apply to the entire Product population affected or potentially affected by the root cause failure ("Affected Product").

12.2. Upon knowledge of an Epidemic Failure Event, SPANSION shall notify Vendor, and provide, if known and as may then exist, a description of the failure, and the suspected lot numbers, serial numbers or other identifiers, and delivery dates, of the Affected Product. Upon written request from Vendor, SPANSION shall also deliver or make available to Vendor samples of the failed Product for testing and analysis. Upon receipt of such Product from SPANSION, Vendor shall promptly provide its preliminary findings regarding the cause of the failure. The parties shall cooperate and work together to determine the root cause. Thereafter, Vendor shall promptly provide the results of its root cause analysis, its proposed plan for the identification of and the repair and/or replacement of the Affected Product, and such other appropriate information. Vendor shall recommend a corrective action program, subject to SPANSION's written approval, that identifies the Affected Product for repair or replacement, and minimizes disruption to the end user. Upon SPANSION's written approval, Vendor shall implement the corrective action program.

12.3. Upon occurrence of an Epidemic Failure Event, Vendor shall: (1) at SPANSION's option: (i) either repair and/or replace the Affected Product at no cost to SPANSION, or (ii) provide a credit or payment to SPANSION in an amount equal to the cost to SPANSION for qualified, replacement Product acceptable to SPANSION; and (2) reimburse SPANSION for all labor, equipment and processing costs incurred by SPANSION or third parties in the implementation of the corrective action program, including test procedures, test equipment, the testing of Product, the cost of repairing and/or replacing the Affected Product, reasonable freight, transportation, customs, duties, insurance, storage, handling and other incidental shipping costs incurred by SPANSION in connection with the repair and/or replacement of the Affected Product or other expenses relate to a product recall, and any amounts that SPANSION is required to pay to its customers as a result of the Epidemic Failure Event to the extent attributable to the Product.

13. **Limitation Of SPANSION's Liability.** IN NO EVENT SHALL SPANSION BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SPANSION'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. SPANSION EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

14. **Compliance With Laws.** Vendor shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the goods and in the performance of services covered in this Order. In addition, Vendor shall comply with the Export Control Laws and regulations of the United States and any amendments thereof. While Vendor is on SPANSION's premises, Vendor shall comply with SPANSION's site policies, procedures, and programs relevant to Vendor's provision of goods and/or services. Vendor will further comply with SPANSION's Code of Conduct. The current version of this Code is available upon request and posted at www.spansion.com. As SPANSION may modify this Code at any time, Vendor shall periodically review the current version of the Code. Vendor agrees to comply with the equal opportunity and affirmative action requirements set forth in 41 CFR §§ 60-1.4(a), 60-741.5(a), and 60-250.5(a), if applicable.

15. **Government Contracts.** If the Products, Services or Software are to be used by SPANSION in the performance of a government contract or subcontract, those clauses of the applicable government procurement regulations (including Executive Orders promulgated thereunder) that are required by federal law to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference. The clauses so incorporated applying to Vendor, as though Vendor were a prime contractor, will be interpreted in such manner as will enable SPANSION to meet its obligations arising out of the government contract or subcontract.

16. **General Provisions.** Vendor shall assign no right or obligation under this Order (including the right to receive monies due hereunder) without the prior written consent of SPANSION, and any purported assignment without such consent shall be void. Vendor may not subcontract for completed articles or major components without SPANSION's prior written consent. SPANSION may assign this Order at any time upon notice to Vendor. The failure of SPANSION to enforce at any time any of the provisions of this Order, to exercise any election or option provided herein, or to require at any time performance by Vendor of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of SPANSION thereafter to enforce each and every such provision. Vendor warrants that it has not offered or given and will not offer or give to any employee, agent or representative of SPANSION any gratuity with a view toward securing any business from SPANSION or influencing such person with respect to the terms, conditions or performance of this Order or any contracts with SPANSION. Vendor and SPANSION are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of this Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to such party or circumstance without invalidating the remainder of this Order or the application of such provision to other persons or circumstances. The term "including" means "including without limitation." The headings used in this Order have no legal effect.

17. **Applicable Law.** This Order shall be governed by and construed in accordance with the laws of the State of California. Services and Software provided hereunder shall be deemed to be "goods" within the meaning of the California Uniform Commercial Code. The provisions of the United Nations Convention on the International Sale of Goods shall be excluded without regard to principles of conflicts of law. Further, SPANSION and Vendor hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of California and the federal courts situated in the State of California, in connection with any action brought by either party arising under or related to this Order.

18. **Import/Export Requirements.** Vendor will certify to, and mark Products and packaging with, the country of origin for each Product so as to satisfy the requirements of customs authorities of the country of receipt and any other applicable laws. If any Products are imported, Vendor will, at SPANSION's request, either (i) allow SPANSION to be the importer of record or (ii) provide SPANSION with any documents required to prove importation and to transfer duty drawback rights to SPANSION.

19. **Disputes; Default; Remedies; Attorneys' Fees; Survival.** 19.1. Notwithstanding anything to the contrary in this Order, in the event (a) Vendor fails to comply with any of the terms and conditions herein, (b) Vendor fails to provide SPANSION, upon request, with reasonable assurances of performance, or (c) Vendor makes an assignment for the benefit of its creditors, a receiver is appointed for Vendor, or any bankruptcy or insolvency proceedings are instituted by or against Vendor, SPANSION may (x) consider the same a breach of contract by Vendor, (y) terminate this Order in whole or in part, without any liability or obligations to Vendor, and (z) obtain products or services similar to the Products or Services upon such terms and in such manner as SPANSION reasonably deems appropriate, and Vendor will reimburse SPANSION upon demand for all additional costs, direct or indirect, incurred by SPANSION in procuring same.

19.2. Except as may be otherwise provided in this Order or any agreement, the rights or remedies of SPANSION hereunder are not exclusive, and SPANSION shall be entitled alternatively or cumulatively, subject to the other provisions of this Order, to damages for breach, to an order requiring specific performance or to any other remedy available at law or in equity. Termination of this Order will not affect any of the parties' rights or obligations that are either (i) vested as of such date or (ii) intended by the parties to survive termination, including Sections 7, 9, 10, 11, 16, 17, 19, and 20.

20. **Entire Agreement.** This Order constitutes the entire integrated agreement between Vendor and SPANSION with respect to such Products, Services and Software purchased hereunder and supersedes all prior written or oral understandings or agreements relating to the same. In the event of

any conflict between these terms and the terms on the face hereof, the terms on the face hereof will govern. No modification of this Order will be binding on SPANSION unless set forth in an agreement specifically referencing this Order and signed by an authorized agent of each party.

Spansion hereby limits acceptance of this order to the terms hereof, including the terms on the face hereof, the attached terms and conditions, and any other attachments or other documents specifically incorporated by reference herein. Said terms constitute the entire order and agreement between Spansion and Vendor, and any other terms proposed by Vendor in any prior or subsequent document shall not be binding, unless accepted in writing by Spansion. By signing below, or by commencing performance or delivery in accordance with this order, Vendor acknowledges acceptance of this order and its agreement to all terms and conditions contained herein.

SIGNATURE _____ DATE _____
Spansion LLC

SIGNATURE _____ DATE _____
Vendor Acknowledgement