



CREDO TECHNOLOGY GROUP HOLDING LTD

General Terms and Conditions for the Sale of Goods and Services

Last amended: July 14, 2023

1. Applicability

- (a) These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of goods (“**Goods**”) by the seller named on the accompanying confirmation, invoice, or similar form (“**Credo**”) to the buyer named on the accompanying confirmation, invoice, or similar form (“**Buyer**”). Notwithstanding anything herein to the contrary, if there is a written contract signed by both parties that covers the sale of the Goods, the terms and conditions of that contract shall prevail to the extent they conflict with these Terms.
- (b) The accompanying confirmation of sale, invoice, or similar form (the “**Sales Order Confirmation**” and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Acceptance Credo’s acceptance and/or fulfillment of any order placed by the Buyer is subject to the condition that this Agreement shall govern. These Terms take precedence over any of Buyer’s terms and conditions of purchase, regardless of whether or when Buyer has submitted its purchase order or such terms. Any additional or different terms proposed by Buyer are deemed material, objected to, and rejected by Credo unless specifically accepted in writing by an authorized representative of Credo. Buyer’s acceptance of this Agreement, and only this Agreement, is a condition for the sale of the Goods. Buyer’s purchase of the Goods constitutes such acceptance. This Agreement may only be amended or modified in a writing that explicitly states it amends this Agreement and is signed by an authorized representative of each party.

2. Order Approval

No order will be binding on Credo unless and until the Buyer receives a written or electronic acknowledgement accepting the order. Minimum order and/or minimum packaging quantity requirements may apply.

3. Delivery

- (a) Credo will endeavor to ship Goods for delivery on the date set forth in the Sales Order Confirmation (the “**Delivery Date**”). If Credo is unable to deliver the Goods within a reasonable time of the Delivery Date, the parties may agree to alternative arrangements, but in the absence of such an agreement, Buyer’s sole remedy is to cancel the portion of its order that Credo cannot timely deliver. However, any delivery delay will not relieve Buyer of its obligations to pay for Goods or to accept subsequent deliveries. Credo shall not be liable for any delays, loss, or damage in transit.
- (b) Unless otherwise agreed in writing by the parties, Credo shall deliver the Goods EXW (Incoterms 2020) (Credo Location). Credo shall be responsible for packaging and marking Goods using Credo’s standard methods for packaging and shipping. Credo’s delivery obligations shall be considered fulfilled, and Credo shall be discharged of such obligations when the Goods are made available for Buyer’s collection at Credo’s location (“**Delivery Point**”). The risk of loss of or damage to the goods shall pass to the buyer when the goods are made available at the seller’s premises. Buyer must take delivery of the Goods within five (5) days of Credo’s written notice stating that the Goods have been delivered to the Delivery Point. Buyer is responsible for all loading costs and must provide equipment and labor suitable for receiving the Goods at the Delivery Point.
- (c) Credo may, at its sole discretion and without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will be treated as a separate sale, and Buyer shall pay for the units shipped, regardless of whether such shipment fulfills the entire purchase order or only a portion of it.

- (d) If for any reason Buyer fails to pick up of any of the Goods by the Delivery Date set in accordance Section 3(b), or if Credo is unable to deliver the Goods at the Delivery Point on that date because Buyer is unavailable or has failed to provide necessary arrangements, Credo may store the Goods at Buyer's risk and expense. In such case, Buyer shall be liable for all related costs and expenses (including, without limitation, warehousing, transportation, and insurance).
- (e) After a shipment of Goods is made available at the Delivery Point and upon Buyer's written request, Credo will provide Buyer with a commercial invoice to facilitate Buyer's import and/or export of the Goods, containing the following information: (i) the names and addresses of each Party; (ii) a description of the Goods; (iii) the quantity of Goods; and (iv) the price of the Goods, as well as further information any other information reasonably requested and required by the buyer, subject to the Credo's consent.
- (f) Buyer may reschedule a Delivery Date by notifying Credo, provided that Buyer may only reschedule a Delivery Date prior to the sixty (60) calendar days before the original Delivery Date (but no later than the shipment of the Goods). No such reschedule may set a new delivery date earlier than the original Delivery Date, or more than sixty (60) calendar days later than the original Delivery Date, without the written consent of Credo. Buyer may incur charges for rescheduling the Delivery Date or for order cancellation. Buyer may not cancel orders or return Goods except as expressly provided in these Terms.
- (g) In the event of shipment errors, such as incorrect Goods or quantity, Buyer must notify Credo within thirty (30) days of the date of invoice. Credo will then verify the claim and correct the error within a reasonable time.

4. Quantity

If Credo delivers to Buyer a quantity of Goods of up to 10% less than the quantity set forth in the Sales Order Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the shortfall and shall pay for such Goods the price set forth in the Sales Order Confirmation adjusted pro rata.

5. Shipping Terms

- (a) **Buyer's Responsibilities.** Buyer shall be responsible for arranging transport and for loading Goods for transport at the Delivery Point. Buyer shall be responsible for insuring the Goods from the time they are made available at the Delivery Point. Buyer shall be responsible for all customs clearance and other import and export formalities. If Credo's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Credo shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- (b) **Commercial Invoice.** Credo shall provide buyer with a commercial invoice for each shipment of Goods which shall include the following information: a detailed description of the Goods, including quantity, unit price, and total price; the total amount payable, including taxes, duties, and fees; the payment terms, including the due date and accepted payment methods; necessary information for customs clearance; a reference point for resolving disputes; relevant shipping and delivery details; and any additional information reasonably required by applicable laws or regulations that Buyer may reasonably request ("**Commercial Invoice**").

6. Title and Risk of Loss

Title and risk of loss passes to Buyer when the Goods are made available at the Delivery Point. Buyer's Acts or Omissions.

7. Proprietary Rights

Subject to the terms and conditions of this Agreement, Credo hereby grants to Buyer a nonexclusive, nontransferable (except as permitted herein), nonsublicensable, revocable, royalty free license to use the computer software programs embedded in the Goods provided hereunder and any underlying technology (including, without limitation, any object and/or source code) integrated or incorporated therein (collectively, the "**Firmware**") to the extent and only as embedded on and/or integrated in the Goods, solely in connection with Buyer's operation of the Goods as integrated and/or incorporated into Buyer's applications, and in accordance with any related documentation. Buyer shall not, and shall not attempt or permit any third party to, copy, prepare derivative works of, modify, merge with other technologies, reverse engineer, decompile, disassemble, repair, sublicense, offer as a service bureau, derive the source code from, or otherwise learn the trade secrets embodied in, any portion of the Firmware, except to the extent such a restriction is not permitted by applicable law. Buyer may make a one-time permanent transfer of the license granted above in this Section 7 solely to Buyer's customers who purchase Buyer's applications which integrate and/or incorporate the Goods; provided, that, (a) Buyer does not retain any copies of the Firmware, full or partial, including copies stored on a computer or other storage device, and (b) such applications are accompanied by binding terms of purchase or other agreement that contain the restrictions and proprietary rights regarding use of the Firmware which are no less protective as those herein. Buyer's use of any Credo software products ("**Software**") for which Buyer has purchased a license from Credo, will be subject to the terms of Credo's end user license agreement entered into between Buyer and Credo for the applicable Software (the "**License Agreement**"). In the event of any conflict, ambiguity, or inconsistency between these Terms and the applicable License Agreement, the terms of the License Agreement shall govern for Software and related documentation. Notwithstanding anything to the contrary herein, Credo and its affiliates and suppliers own and retain all right, title, and interest in and to (i) the Firmware, Software, and documentation (including any copies, modifications, updates, and improvements thereof) and all intellectual property rights thereto, and (ii) all patents, copyrights, trademarks, trade secrets and other intellectual property rights in and to the Goods (clauses (i) and (ii) collectively referred to as, "**Credo IP**"). Any rights not expressly granted by Credo in this Agreement are reserved. Buyer acknowledges and agrees that Buyer acquires no ownership interest in any Credo IP. No implied licenses are granted by Credo.

8. Inspection and Rejection of Nonconforming Goods

- (a) Buyer shall inspect the Goods within ten (10) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Credo in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Credo. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Credo of any Nonconforming Goods, Credo shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit to Buyer's account the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to such location as may be specified in writing by Credo in its reasonable discretion. If Credo exercises its option to replace Nonconforming Goods, Credo shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

- (c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Credo.

9. Price

Buyer shall purchase the Goods from Credo at the price(s) (the "**Price(s)**") set forth in the Sales Order Confirmation. The Price(s) exclude delivery charges, transportation, insurance, taxes, duties, and other similar charges (including sales, use and excise taxes, GST, VAT), which shall be paid by Buyer in addition to the price of the Goods in accordance with the Payment Terms herein.

10. Payment Terms

- (a) Buyer shall pay all invoiced amounts due to Credo within thirty (30) days from the date of Credo's invoice. Buyer shall make all payments hereunder by wire transfer and in US dollars.
- (b) Buyer shall make payment to Credo in full without any deduction, set-off, counterclaim, or withholding (unless required by law), whether relating to Credo's breach, bankruptcy, or otherwise. In the event of any late payment, Credo may charge interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less, on the overdue amount. Buyer shall reimburse Credo for all costs incurred in collecting any payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Credo does not waive by the exercise of any rights hereunder).
- (c) If Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof, Credo shall be entitled to, at its sole discretion and without liability or penalty, suspend the delivery of any outstanding or future orders until payment is made. Credo may also require alternative payment terms or additional security before resuming performance or delivery.

11. Limited Warranty

- (a) Credo warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will be free from material defects in material and workmanship. This warranty extends only to Buyer and not to indirect purchasers or users.
- (b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(a), CREDO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- (c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

- (d) Credo shall not be liable for a breach of the warranty set forth in this Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Credo within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Credo is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Credo) returns such Goods to Credo's place of business at Credo's cost for the examination to take place there; and (iii) Credo reasonably verifies Buyer's claim that the Goods are defective.
- (e) Credo shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect was caused by neglect, misuse, or mistreatment by an entity other than Credo, including improper installation or testing; (iii) Buyer alters or repairs such Goods without the prior written consent of Credo; (iv) Buyer has not fully and timely paid for the Goods which are the subject of the alleged breach; or (v) Buyer has not otherwise performed or complied with any of these Terms, in whole or in part, including, without limitation, breach or violation of Section 7.
- (f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Credo shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit to Buyer's account the price of such Goods at the pro rata contract rate provided that, if Credo so requests, Buyer shall, at Credo's expense, return such Goods to Credo.
- (g) **THE REMEDIES SET FORTH IN SECTION 11(f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(a).**

12. Limitation of Liability

- (a) **IN NO EVENT SHALL CREDO BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, DOWNTIME COSTS, RETESTING COSTS, LABOR COSTS, RESTORATION COSTS, COST OF COVER, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CREDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL CREDO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY RECEIVED BY CREDO FOR THE GOODS SOLD UNDER THE RELEVANT SALES CONFIRMATION.**
- (c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Credo's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Credo's acts or omissions.
- (d) **THE REMEDIES IN THESE TERMS ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.**

13. Intellectual Property Indemnification

- (a) Credo will defend or settle any claim against Buyer that Goods delivered subject to these Terms infringe any U.S. patent, provided that Buyer promptly notifies Credo in writing, and cooperates with and provides control of the defense and settlement, to the extent legally permissible. As part of such defense or settlement, Credo may (i) obtain a license enabling Buyer to continue use of the Goods; (ii) replace or modify the Goods to be non-infringing, provided that the material functionality is not compromised, or (iii) cease selling the infringing Goods (including cancelling any outstanding orders) without breaching these Terms. **THIS STATES CREDO'S ENTIRE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES IN RESPECT THEREOF, WHETHER EXPRESS, IMPLIED, OR STATUTORY.**
- (b) Credo shall have no obligations under Section 13(a) (i) if the Delivery Date for the Goods was twenty four (24) months or more before notice of the claim was provided to Credo, (ii) if payment for the Goods implicated in the claim was not (or has not been) fully and promptly made, (iii) unless Buyer promptly provides all evidence in Buyer's possession, custody, or control to Credo.
- (c) Credo shall have no obligations under Section 13(a), and Buyer will defend, indemnify, and hold Credo harmless against any claim which (i) arises from any willful act of the Buyer (including without limitation any claim or proceeding initiated by Buyer, settlement or compromise made by Buyer without Credo's consent, or infringement occurring after Buyer has received notice of the infringement allegations), or (ii) is based on or arises from (A) use or combination of the Goods with products not supplied by Credo, or (B) modification of the Goods.

14. Buyer's Applications

- (a) Buyer is solely responsible for the design, validation, and testing of its applications as well as for compliance with all legal, regulatory, and safety-related requirements concerning its applications. Industry best practices may require that the Buyer conduct tests on real-world applications (which account for environmental or other conditions). Buyer represents that, with respect to its applications, it has all the necessary expertise to create and implement procedures that anticipate and monitor failures and their potentially dangerous consequences, and to develop appropriate mitigation measures. Buyer agrees that it will thoroughly test the functionality of the Goods in its applications prior to using or distributing any applications incorporating the Goods.
- (b) Unless Credo has explicitly designated the Goods as meeting the requirements of a particular industry standard, Credo is not responsible for any failure to meet such standards.
- (c) Buyer may not use any Goods in life-critical medical equipment unless authorized officers of Credo and Buyer have executed a contract specifically governing such use. Life-critical medical equipment is medical equipment where failure of such equipment would cause serious bodily injury or death including, without limitation, life support, pacemakers, defibrillators, heart pumps, neurostimulators, implants, and all medical devices classified Class III by the US Food and Drug Administration (or equivalent non-US classification), or equipment supporting such medical equipment.
- (d) Buyer will indemnify, defend, and hold Credo harmless against any damages, costs, losses, and/or liabilities arising out of Buyer's non-compliance with this Section 14.

15. Compliance with Law

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Credo may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

16. Termination

In addition to any remedies that may be provided under these Terms, Credo may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part, including, without limitation, breach or violation of Section 5; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

17. Waiver

No waiver by Credo of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Credo. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information

All non-public, confidential or proprietary information of Credo, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Credo to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Credo in writing. Upon Credo's request, Buyer shall promptly return all documents and other materials received from Credo. Credo shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Force Majeure

Credo shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Credo including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

- (a) Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Credo. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Any merger, acquisition, consolidation, or similar event shall be deemed an assignment for the purposes of these Terms. Credo may assign this Agreement to any affiliate of Credo.
- (b) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law

All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

22. Submission to Jurisdiction

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the County of Santa Clara, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party expressly consents to service of process pursuant to the rules of such court. Notwithstanding anything in this Agreement to the contrary, Credo may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and Buyer hereby submits to the exclusive jurisdiction of such courts and waives any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds.

23. Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a **"Notice"**) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.



24. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Proprietary Rights, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

26. Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.



About Credo

Credo's mission is to advance high-speed connectivity solutions that deliver optimized performance, reliability, energy efficiency, and security for the next generation of AI driven applications, cloud computing, and hyperscale networks.

Optimized for both optical and electrical applications, our solutions support port speeds up to 1.6Tb. At the core of our technology is our proprietary Serializer/Deserializer (SerDes) IP. Our diverse solutions portfolio includes system-level products such as Active Electrical Cables (AECs), a range of Integrated Circuits, including Retimers, Optical DSPs, SerDes chipsets, and SerDes IP Licensing.

