DUST PHOTONICS

General Terms and Conditions for the Sale of Goods and Services

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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 ("DustPhotonics") 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. DustPhotonics'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 DustPhotonics unless specifically accepted in writing by an authorized representative of DustPhotonics. 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 DustPhotonics 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) DustPhotonics will endeavor to ship Goods for delivery on the date set forth in the Sales Order Confirmation (the "Delivery Date"). If DustPhotonics 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. Any delivery delay will not relieve Buyer of its obligations to pay for delivered Goods or to accept subsequent deliveries.

(b) Unless otherwise agreed in writing by the parties, DustPhotonics shall deliver the Goods EXW (Incoterms 2020) (DustPhotonics Location). DustPhotonics shall be responsible for packaging and marking Goods using DustPhotonics's standard methods for packaging and shipping. DustPhotonics's delivery obligations shall be considered fulfilled, and DustPhotonics shall be discharged of such obligations when the Goods are made available for Buyer's collection at DustPhotonics's location ("Delivery Point"). The risk of loss of or damage to the goods shall pass to Buyer when the goods are made available at the DustPhotonics's premises, and DustPhotonics shall not be liable for loss or damage in transit. Buyer must take delivery of the Goods within five (5) days of DustPhotonics'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) DustPhotonics 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 DustPhotonics is unable to deliver the Goods at the Delivery Point on that date because Buyer is unavailable or has failed to provide necessary arrangements, DustPhotonics 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, DustPhotonics 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 DustPhotonics's consent.

(f) Buyer may reschedule a Delivery Date by notifying DustPhotonics, 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 DustPhotonics. 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 DustPhotonics within thirty (30) days of the date of invoice. DustPhotonics will then verify the claim and correct the error within a reasonable time.

4. Quantity

If DustPhotonics 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 DustPhotonics'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, DustPhotonics 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. DustPhotonics 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.

6. Title and Risk of Loss

Title and risk of loss pass to Buyer when the Goods are made available at the Delivery Point.

7. Proprietary Rights

Subject to the terms and conditions of this Agreement, DustPhotonics hereby grants to Buyer a nonexclusive, nontransferable (except as permitted herein), non-sublicensable, revocable, royalty free license to use the technology embedded in the Goods provided hereunder a (the "Technology"), solely in connection with Buyer's operation of the Goods for its internal business purpose only and as integrated and/or incorporated into Buyer's consolidated products, 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 Technology, 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 consolidated products which integrate and/or incorporate the Goods; provided, that such consolidated products are accompanied by binding terms of purchase or other agreement that contain the restrictions and proprietary rights regarding use of the Technology which are no less protective as those herein. Notwithstanding anything to the contrary herein, DustPhotonics and its affiliates and suppliers own and retain all right, title, and interest in and to (i) the Technology 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, "DustPhotonics IP"). Any rights not expressly granted by DustPhotonics in this Agreement are reserved. Buyer acknowledges and agrees that Buyer acquires no ownership interest in any DustPhotonics IP. No implied licenses are granted by DustPhotonics.

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 DustPhotonics in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by DustPhotonics. "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 DustPhotonics of any Nonconforming Goods, DustPhotonics 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 DustPhotonics in its reasonable discretion. If DustPhotonics exercises its option to replace Nonconforming Goods, DustPhotonics 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 DustPhotonics.

9. Price

Buyer shall purchase the Goods from DustPhotonics 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 DustPhotonics within thirty (30) days from the date of DustPhotonics's invoice. Buyer shall make all payments hereunder by wire transfer and in US dollars.

(b) Buyer shall make payment to DustPhotonics in full without any deduction, set-off, counterclaim, or withholding (unless required by law), whether relating to DustPhotonics's breach, bankruptcy, or otherwise. In the event of any late payment, DustPhotonics 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 DustPhotonics 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 DustPhotonics 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, DustPhotonics 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. DustPhotonics may also require alternative payment terms or additional security before resuming performance or delivery.

11. Limited Warranty

(a) DustPhotonics 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, including customers of the Buyer. For the sake of clarity, Buyer is solely responsible towards its customers for the warranty of its consolidated products that include the Technology as an embedded component.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(a), DUSTPHOTONICS 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). DUSTPHOTONICS 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) DustPhotonics 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 DustPhotonics within fifteen (15) days of the time when Buyer discovers or

ought to have discovered the defect; (ii) DustPhotonics is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by DustPhotonics) returns such Goods to DustPhotonics's place of business at DustPhotonics's cost for the examination to take place there; and (iii) DustPhotonics reasonably verifies Buyer's claim that the Goods are defective.

(e) DustPhotonics 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 DustPhotonics, including improper installation or testing; (iii) Buyer alters or repairs such Goods without the prior written consent of DustPhotonics; (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, DustPhotonics 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 DustPhotonics so requests, Buyer shall, at DustPhotonics's expense, return such Goods to DustPhotonics.

(g) THE REMEDIES SET FORTH IN SECTION 11(f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND DUSTPHOTONICS'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 DUSTPHOTONICS 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 DUSTPHOTONICS 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 DUSTPHOTONICS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GOODS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY RECEIVED BY DUSTPHOTONICS FOR THE GOODS SOLD UNDER THE RELEVANT SALES ORDER CONFIRMATION.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from DustPhotonics's gross negligence or willful misconduct and (ii) death or bodily injury resulting from DustPhotonics's acts or omissions.

(d) THE REMEDIES IN THESE TERMS ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

13. Intellectual Property Indemnification

(a) DustPhotonics 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 DustPhotonics 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, DustPhotonics 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 DUSTPHOTONICS'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) DustPhotonics shall have no obligations under Section 13(a) if (i) the Delivery Date for the Goods was twenty four (24) months or more before notice of the claim was provided to DustPhotonics, (ii) payment for the Goods implicated in the claim was not (or has not been) fully and promptly made, or (iii) Buyer fails to promptly provide all evidence in Buyer's possession, custody, or control to DustPhotonics.

(c) DustPhotonics shall have no obligations under Section 13(a), and Buyer will defend, indemnify, and hold DustPhotonics 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 DustPhotonics'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 DustPhotonics, or (B) modification of the Goods.

(d) Subject to Section 13(a), Buyer will defend, indemnify and hold harmless DustPhotonics, its officers, directors, or Affiliates, against any third party claim, including without limitation a claim by Buyer's end user, with respect to the Goods delivered under these Terms and the consolidated products that incorporate the Goods, provided that DustPhotonics promptly notifies Buyer in writing of the claim.

14. Buyer's Consolidated Products

(a) Buyer is solely responsible for the design, validation, and testing of its consolidated products, as well as for compliance with all legal, regulatory, and safety-related requirements concerning its consolidated products. Industry best practices may require that the Buyer conduct tests on real-world consolidated products (which account for environmental or other conditions). Buyer represents that, with respect to its consolidated products, 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 consolidated products prior to using or distributing any consolidated products incorporating the Goods.

(b) Unless DustPhotonics has explicitly designated the Goods as meeting the requirements of a particular industry standard, DustPhotonics is not responsible for any failure to meet such standards.

(c) Buyer shall not use, incorporate, or permit the use or incorporation of any Goods in (i) Life-Critical Equipment, or (ii) any other application where failure or malfunction of the Goods could reasonably be expected to result in death, serious bodily injury, or catastrophic property or environmental damage, including without limitation nuclear facility applications, aircraft or spacecraft navigation or flight control systems, weapons systems, or automotive safety-critical systems (e.g., braking, steering, or airbag deployment) (collectively, "High-Risk Applications"), in each case unless DustPhotonics expressly authorizes such use in writing. "Life-Critical Equipment" means medical equipment or devices where failure would be reasonably likely to cause serious bodily injury or death, including without limitation life support systems, pacemakers, defibrillators, heart pumps, neurostimulators, implantable devices, any medical device classified as Class III (or equivalent) by the U.S. FDA or any other applicable regulatory authority, and any equipment or system supporting or interfacing with the foregoing. Buyer shall ensure that its customers and any downstream users of products incorporating the Goods are bound by contractual restrictions at least as protective of DustPhotonics as those set forth in this Section.

(d) Buyer will indemnify, defend, and hold DustPhotonics 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, sanctions, anti-corruption, 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. DustPhotonics may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

In particular, Buyer shall comply with US and any applicable export and sanctions laws and regulations and any other applicable export control and sanctions laws and regulations. Buyer hereby undertakes and certifies that it shall not, directly or indirectly, export, re-export, transfer (in-country), or transship the Goods or any parts or copies thereof in such manner as to violate such laws and regulations in effect from time to time, including the U.S. Export Administration Regulations (EAR) and the embargoes and sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). In particular and without qualification, Buyer shall not directly or indirectly, export, re-export, transfer (in-country), or transship the Goods or any parts or copies thereof (including after such Goods have been incorporated or integrated into an item manufactured by, for, or on behalf of Buyer) to (a) any jurisdiction that is comprehensively embargoed by OFAC or to Belarus, Russia, or Venezuela, (b) to any person that is the subject or target of sanctions or export control restrictions by the United States or other applicable government, or (c) for the design, development, production, usage or stockpile of weapons of mass destruction, such as nuclear chemical, biological weapons or missiles, or for any other prohibited end use as described in Section 744 of the EAR.

16. Termination

In addition to any remedies that may be provided under these Terms, DustPhotonics 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 DustPhotonics of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by DustPhotonics. 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 DustPhotonics, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by DustPhotonics 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 DustPhotonics in writing. Upon DustPhotonics's request, Buyer shall promptly return all documents and other materials received from DustPhotonics. DustPhotonics 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

DustPhotonics 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 DustPhotonics 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 internet shutdown or power outage.

20. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of DustPhotonics. 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. DustPhotonics shall be entitled to assign this Agreement to any affiliate of DustPhotonics or any third party.

21. 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.

22. 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.

23. 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.

24. 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, DustPhotonics 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.

25. 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.

26. 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..

27. 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.

28. 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 transform connectivity at scale through fast, reliable, and energy-efficient system solutions. Our high-speed copper and optical interconnect products deliver industry-leading power and performance at up to 1.6T to meet the ever-expanding data infrastructure demands of AI.

Our product portfolio includes ZeroFlap (ZF) Active Electrical Cables (AECs) and ZF optical transceivers, OmniConnect memory solutions, and a suite of retimers and DSPs for optical and copper Ethernet and PCIe, all leveraging the PILOT diagnostic and analytics software platform. Credo innovations enable our customers to connect the systems that connect the world.

For more information, please visit https://www.credosemi.com. Follow Credo on LinkedIn.

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