ATMEL TERMS AND CONDITIONS OF PURCHASE

1. OFFER TO PURCHASE. This purchase order ("order") is an offer by the purchasing entity set forth on this order’s face ("Atmel") to purchase products and/or services as set forth on this order’s face ("Products") from the vendor set forth on this order’s face ("Seller") and is not an acceptance of any quotation or other offer by Seller. Any of the following acts by Seller shall constitute acceptance of this order and the terms and conditions below: signing and returning a copy of this order; delivery of any of the Products ordered; commencement of performance or informing Atmel in any manner of commencement of performance; or returning Seller’s own form of acknowledgment. Any additional or different term or condition on Seller’s documentation, or otherwise communicated by Seller, shall be deemed to be a material alteration of this order and is hereby rejected by Atmel. Any such term or condition shall be inapplicable to this order unless specifically agreed to in writing and signed by an authorized representative of Atmel. Acceptance of the Products covered by this order will not constitute acceptance by Atmel of Seller's terms and conditions. To the extent this order is in any way deemed to be an acceptance of a quotation or other offer by Seller, any such acceptance is expressly conditional upon the consent of Seller to the terms and conditions of this order. Notwithstanding the foregoing, these terms and conditions will have no effect if there is a signed written agreement for the purchase of Products in effect between Atmel and Seller.

2. PRICE AND DELIVERY. Seller shall furnish the Products in accordance with the prices and delivery schedule stated on the face of this order. Time is of the essence in the performance of this order. All prices shall include all applicable taxes and other government charges, which shall be stated separately on the invoice, including, but not limited to, all federal, state, municipal, local and foreign sales, use, value-added, goods and services, transfer and excise taxes, and any customs duties and export fees. Seller shall not charge to Atmel any fees, charges, costs or expenses not stated on the face of this order. If Atmel does not specify prices and/or delivery dates, Seller shall provide its lowest prices and deliver on its earliest delivery dates. Atmel may return or store at Seller’s expense any Products delivered in advance of the delivery date specified for such Products. Unless otherwise stated on the face of this order, no variation in quantity is permissible and Atmel may retain over-shipments in excess of the order quantity at Seller’s expense.

3. PACKING AND SHIPPING. No charge shall be made by Seller for packaging or storage. All Products shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and safeguard the Products against damage from weather, transportation and storage. Seller shall mark handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of Seller and Atmel on all containers. An itemized packing list shall accompany each container, but if not, Atmel’s count will be accepted as conclusive.

4. DELIVERY, TITLE AND RISK. The delivery point shall be Atmel’s location designated on the face of this order. Seller shall bear all risk of loss or damage to the Products and title shall not transfer to Atmel until Atmel’s final acceptance of the Products at the delivery destination. Unless otherwise specified on the face of this order, all deliveries shall be made DDP destination (Delivered Duty Paid Incoterms 2000).

5. DATA, INFORMATION AND SOFTWARE. Seller hereby grants and agrees to grant to Atmel and its affiliates a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense to its suppliers, contractors and subcontractors, and its customers and their end-users, for all data, information and software delivered pursuant to or in connection with this order, including copyrighted or patented data, information or software, (i) to use, make, have made, import, reproduce, prepare derivative works of and disclose such data, information, software, and other intellectual property, by or on behalf of Atmel for Atmel’s, its customers’ or their end-users’ use or performance, and (ii) to sell, offer to sell, distribute, perform publicly and display publicly such data, information and software that Atmel intends to distribute, by or on behalf of Atmel for Atmel’s, its customers’ or their end-users’ use or performance. In the case of Products purchased for a U.S. Government contract or subcontract, Seller shall grant to the U.S. Government any and all rights in data, information, software and other intellectual property that are required by the U.S. Government contract or subcontract or U.S. Government regulations.

6. INVOICING. After each delivery of Products provided under this order, Seller shall send a separate invoice, including item numbers, in duplicate, accompanied (if applicable) by a bill of lading or express receipt. If the Products are delivered to a warehouse or other bailee, Seller shall make prior tender to Atmel of proper documents of title covering same, or obtain the warehouse’s or bailee’s acknowledgment of Atmel’s rights in the Products, before delivery. Payment of an invoice shall not constitute acceptance of the Products and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. Atmel may set off any amount owed by Seller or any of its affiliated companies to Atmel against any amount owed by Atmel to Seller under this order. Unless otherwise stated on this order, payment terms shall be net ninety (90) days after receipt of a valid invoice or after final acceptance of the Products, whichever is later. To the extent required by French law, any fees payable that are not paid when due shall accrue interest at a rate equal to the interest rate applied by the European Central Bank to its most recent main refinancing action carried out before the first calendar day of the half-year in question, plus ten (10) percentage points.

7. INSPECTION.
a. All Products may be inspected and tested by Atmel, its customers and their suppliers, its subcontractors, and in the case of Products purchased for a U.S. Government contract or subcontract, the U.S. Government, at all reasonable times and places. If such inspection or testing is made on Seller’s premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. In its internal inspection and testing of the Products, Seller shall, if required by Atmel, use inspection systems and procedures accepted by Atmel in writing. All inspection records relating to the Products shall be available to Atmel during the performance of this order, and for such longer periods as may be specified by Atmel.

b. Notwithstanding any prior inspection or acceptance, final inspection and acceptance or rejection by Atmel shall be at the delivery destination unless otherwise specified in this order. Atmel may conduct such inspection in accordance with the customary established inspection procedures of the location of Atmel where the Products are received. If rejection of a shipment would result from Atmel’s normal inspection level under such procedures, Atmel may, at its option, conduct an above-normal level of inspection, and charge Seller for Atmel’s reasonable costs.

c. No inspection (including source inspection), tests, approval (including design approval), acceptance of or payment for the Products shall relieve Seller from responsibility for any defects in the Products, other failures to meet the requirements of this order, latent defects, fraud, such gross mistakes as amount to fraud, or Seller’s warranty obligations. The acceptance of a nonconforming delivery installment is not a waiver of any breach as to that installment or of the order as a whole. If the Products are defective or otherwise not in conformity with the requirements of this order, Atmel may, by written notice to Seller (i) rescind this order or revoke acceptance as to such Products, (ii) accept such Products at an equitable reduction in price or (iii) reject such Products and require the delivery of replacements. In the event this order is rescinded, acceptance is revoked, or the Products are otherwise rejected, Seller shall pay the cost of unpacking, inspection, testing, repacking and reshipping any such Products. Deliveries of replacements shall be accompanied by a written notice specifying that such Products are replacements. If Seller fails to deliver required replacements promptly, Atmel may (i) replace or correct such Products and charge Seller the full replacement cost (including cover and any incidental costs), or (ii) terminate this order for cause as provided in Section 21(b). Rights granted to Atmel under this Section 7 are in addition to any other rights or remedies provided elsewhere in this order or under applicable law.

8. WARRANTIES. In addition to all other express or implied warranties, Seller warrants that the Products will (i) be free from defects in workmanship and materials for a period of two (2) years after final acceptance by Atmel, (ii) strictly conform to the design, specifications, drawings, samples, or other descriptions referred to on this order for a period of two (2) years after final acceptance by Atmel, (iii) be suitable for the purposes, if any, that are stated on the face of this order, (iv) be merchantable, (v) not infringe, misappropriate or otherwise violate any third party patent, copyright, mask work right, trade secret, trademark or other intellectual property right, and (vi) be in conformity with all the other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment and shall run to Atmel and its direct and indirect distributors, resellers, customers and users of the Products at whatever tier. In addition to any other rights Atmel may have, if Products are found not to be as warranted, Atmel may return such Products to Seller, at Seller’s expense, for correction, replacement, credit, or refund, as Atmel may direct. Any Products corrected or furnished in replacement shall, from the date of final acceptance by Atmel of such corrected or replacement Products, be treated as a new Product for purposes of the warranty term under subsection (i) and (ii) above. If the Products consist of services, in addition to any express or implied warranties, Seller warrants that it possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the services, and that such services shall be performed in a safe, professional and workmanlike manner. In addition to any other rights Atmel may have, if the services are found by Atmel not to be performed as warranted at any time, including without limitation, within a period of one (1) year after the conclusion of the performance of the services by Seller, Seller shall, at Atmel’s option, either refund to Atmel the amount paid for the services, or perform the services again in a proper manner to the extent necessary to provide Atmel with the result required by this order.

9. MATERIALS AND TOOLS. If Atmel furnishes Seller material or equipment (such as special dies, molds, jigs, tools, test equipment, masks, etc.) or pays for such material or equipment, title thereto shall remain or vest in Atmel, and Seller shall not encumber such material or equipment with any adverse interest. Seller shall label, identify, maintain and preserve such material and equipment and shall dispose of it (including scrap) only in accordance with Atmel’s written direction. Unless otherwise authorized in writing by Atmel, Seller shall use such material or equipment exclusively in the performance of this order. Seller shall be responsible for any loss, damage, or destruction to such material or equipment and shall insure such material or equipment while in Seller’s custody or control at Seller’s expense in an amount equal to the replacement cost of such material or equipment, but Seller shall (i) not pass through the cost of any insurance in the prices charged under this order or any other order that Atmel places, and (ii) furnish Atmel with satisfactory evidence of such coverage.

10. CONFIDENTIALITY.

a. All information provided to Atmel by Seller shall not be confidential and Atmel may use it for any purposes whatsoever. All information obtained by Seller from Atmel pursuant to this order shall be received in strict confidence and shall remain the property of Atmel, and shall be used, reproduced and disclosed by Seller only to the extent necessary for the performance of this order. No license, right or interest under any copyrights, patents,
trademarks, trade secrets or other right is granted, transferred or implied with respect to information disclosed by Atmel to Seller pursuant to this order. Seller shall return all information obtained from Atmel upon completion or termination of this order or upon Atmel’s request.

b. In the case of Products purchased for a U.S. Government contract or subcontract, Seller additionally will strictly comply with each and every provision in the U.S. Government contract or subcontract that relates to the safeguarding and protection of Atmel’s customer or U.S. Government information. Notwithstanding any other provision of this order, Seller shall indemnify and hold harmless Atmel and its officers, agents and employees from any and all costs, expenses, losses, liability and damages arising out of or related to Seller’s failure to protect Atmel’s customer or U.S. Government information, regardless whether such failure is inadvertent, accidental, negligent, intentional or otherwise.

11. SUBCONTRACTS. Seller shall not delegate or subcontract, in whole or part, any obligations of Seller or the work called for by this order without Atmel’s prior written approval.

12. COMPLIANCE WITH LAWS. Seller shall comply with all applicable laws, ordinances, statutes, rules and regulations, including but not limited to all laws governing the manufacture, sale and provision of the Products (including without limitation, the Occupational Safety and Health Act, the Truth in Negotiations Act, the Resources Conservation and Recovery Act, and all applicable requirements of the Fair Labor Standards Act), all laws relating to export or re-export of any technical data, process, product or service, and the Federal Acquisition Regulation and other Government acquisition regulations. Seller shall provide to Atmel, at the time of initial shipment or request, a completed Material Safety Data Sheet (OSHA Form 20 or equivalent) for any chemical substances sold hereunder as required by any law, ordinance, rule or regulation. Such sheet shall contain all the information necessary to comply with the Federal Hazard Communication Standard (29 CFR 1910-1200) and all applicable state regulations.

13. CLEAR TITLE. Seller warrants that it will have upon delivery the right to transfer good title to the Products, free from all security interests, liens and other encumbrances. Seller shall furnish, upon Atmel’s request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order.

14. INTELLECTUAL PROPERTY. The transfer of title to the Products to Atmel shall include an immunity from suit for, and Seller covenants not to sue, Atmel and any direct or indirect distributors, resellers, customers and users of the Products and their respective officers, agents and employees, insofar as the patents, copyrights, trade secrets or other intellectual property rights of Seller or any of its affiliates may be practiced in connection with the use, distribution or other exploitation of the Products, whether alone or in combination with any other goods or services. Atmel shall have the right, at no additional charge, to use, sell, reproduce, prepare derivative works of, distribute, and permit its customers and end users to use, sell, reproduce and distribute, Seller’s applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature and any derivative works thereof. Seller shall advise Atmel of any updated information relative to the foregoing literature and documentation with timely notifications in writing. Should Seller provide custom Products for Atmel in performing its obligation under this order, Atmel shall exclusively own any Developed Intellectual Property, and Seller hereby irrevocably assigns and agrees to assign to Atmel, without additional consideration, all right, title and interest in and to all Developed Intellectual Property, whether currently existing or created or developed later, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all related intellectual property and proprietary rights, whether existing now or in the future, effective immediately upon the inception, conception, creation or development thereof. As used in this Section 14, “Developed Intellectual Property” means all designs, copyrightable works, ideas, inventions, technology and other creations (including, without limitation, software, design or performance specifications, reports and other documentation), and any related work-in-progress, improvements or modifications to the foregoing, that are created, developed or conceived by Seller in connection with the provision of custom Products for Atmel. To the greatest extent permitted by law, Seller further waives, and will ensure that its employees and contractors waive, any “moral” rights or other rights with respect to attribution of authorship or integrity of such Developed Intellectual Property that Seller may have under any applicable law.

15. INDEMNITIES. Seller shall indemnify and hold harmless Atmel and any direct or indirect distributors, resellers, customers and users of the Products and their respective officers, agents and employees from any and all costs, expenses, losses, liability and damages arising out of or related to (i) breach of any of the warranties set forth in Section 8, (ii) actual or alleged violation by Seller of any law, ordinance, statute, rule or regulation, (iii) alleged or actual infringement, misappropriation, or other violation of a patent, copyright, mask work right, trade secret, trademark or other intellectual property right relating to the maintenance, sale, distribution or use of the Products, and (iv) all personal injury and property damage (including but not limited to response or remedial action costs associated with damage to the environment or to natural resources), caused by the Products delivered or, if services, performed by Seller (whether performed on the premises of Seller or Atmel or elsewhere). Seller shall defend at Atmel’s option and at Seller’s sole cost and expense any third party action, suit or claim related to any such breach, violation, infringement, misappropriation, personal injury or property damage. Notwithstanding the availability of other remedies to Atmel, (i) if Seller is responsible for an injury caused by Products, (a) Seller shall indemnify Atmel for claims for damages by third parties in response to the first request to
Seller to do so, if the cause is within the direct or indirect control of Seller and Seller itself would be liable to the third parties, and (b) Seller shall reimburse any expenses if Atmel initiates a product recall campaign due to its use or incorporation of the Products, provided that Atmel has taken reasonable measures prior to initiating the campaign to inform Seller of the campaign’s nature and scope and afforded a Seller an opportunity to confer with Atmel regarding the campaign; and (ii) Seller shall maintain product liability insurance per product liability occurrence of one and one half million US dollars ($1,500,000) for personal injury or property damage and seven hundred fifty thousand US dollars ($750,000) for financial damage, such insurance to be evidenced by a certificate of coverage at Atmel’s reasonable request to Seller and not to be deemed to limit in any respect Atmel’s right to seek damages for any claim covered by such insurance.

16. ASSIGNMENT. Seller shall not assign, delegate or otherwise transfer this order or any rights under this order, whether by operation of law or otherwise, without the prior written consent of Atmel. In addition, Seller may not assign any of its rights, delegate any of its obligations, or otherwise transfer this order or any rights under this order to any entity controlled by, controlling or under common control with Seller or in connection with Seller’s merger or the transfer or sale of all or substantially all of Seller’s assets or stock without Atmel’s prior written consent and any purported assignment, delegation, or transfer without such consent will be null and void and of no force or effect. Atmel may assign its rights, delegate its obligations, or otherwise transfer this order or any rights under this order upon written notice to Seller. Any purported assignment, delegation or other transfer by Seller without such written consent shall be null and void and shall not be binding on Atmel. Subject to the foregoing, this order shall be binding upon and inure to the benefit of permitted successors and assigns of the parties.

17. NOTICE OF DELAY. Whenever the timely performance by Seller under this order is delayed or threatens to be delayed, Seller shall immediately notify Atmel in writing of all relevant information with respect to such delay, including the reasons for the delay and steps being taken to remedy any such delay. Such notice shall not constitute a waiver of the delivery schedule. Upon receiving such a notice, Atmel may, at its sole discretion and in addition to any other rights or remedies provided elsewhere in this order or under applicable law, cancel this order in whole or part, except for Products delivered or, if the Products are services, performed in accordance with this order prior to such cancellation.

18. CESSATION OF PRODUCTION. Seller shall make all Products available for ten (10) years from the last delivery date specified in this order, and give Atmel at least twelve (12) months written notice prior to the date of discontinuance of a Product, during which time Seller shall accept orders from Atmel for a reasonable quantity of such Products for delivery within six (6) months.

19. PUBLICITY. Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this order without the prior written consent of Atmel. Seller shall not use Atmel’s name in any way, including without limitation, in a listing of Seller’s customers, without Atmel’s prior written consent.

20. CHANGES. Atmel may, at any time, by written change order, suspend performance of this order in whole or in part; make changes in the drawings, designs, specifications, method of shipment or packing, or time or place of delivery or inspection of the Products, or the quantity of the Products. If any such change causes an increase or decrease in the cost of, or the time required for performance of this order, Seller shall notify Atmel immediately and request an equitable adjustment in the contract price or delivery dates or both, and Atmel shall have the right to withdraw such change order. Any claim for an equitable adjustment shall be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Atmel within fifteen (15) days from the date of receipt by Seller of the change order. If the cost of property made obsolete or excess as a result of a change is paid by Atmel, Atmel may prescribe the manner of disposition of such property. Atmel’s engineering and technical personnel are not authorized to change the Products ordered or any other provision of this order. No change order will be binding on Atmel unless issued by an authorized representative of Atmel.

21. TERMINATION

a. Atmel may terminate, for its convenience, all or any part of this order at any time by written notice to Seller.

b. If Seller (i) fails to make delivery of the Products or, if the Products are services, fails to perform the services in accordance with the delivery dates specified in this order, (ii) fails to perform any other provision of this order, (iii) fails to make progress so as to endanger performance of this order in accordance with its terms, and does not cure such failure within ten (10) days after notice from Atmel, (iv) becomes insolvent, (v) fails to pay its debts as they become due, (vi) files a voluntary petition in bankruptcy, (vii) is subjected to an involuntary bankruptcy petition, (viii) has a receiver or trustee appointed, (ix) executes an assignment for the benefit of creditors, (x) ceases to conduct its business in the normal course of business, or (xi) is unable to obtain labor or materials, Atmel may (in addition to any other right or remedy provided by this order or under applicable law) (i) terminate all or any part of this order by written notice to Seller, and (ii) withhold from any amount due Seller hereunder such amount as is reasonably required to protect Atmel from loss or damage due to Seller’s failure. Atmel shall have no liability to Seller for such termination and Atmel may purchase substitute Products elsewhere and Seller shall be liable to Atmel for any excess cost occasioned by the termination. Additionally, Atmel may
require a financial statement from Seller at any time during the term of this order for the purpose of determining Seller's financial condition or ability to perform under this order.

c. Seller shall continue performance of this order to the extent not terminated pursuant to this Section 21. If this order is terminated as provided in Section 21(b), Atmel, in addition to any other rights provided herein, may require Seller to transfer title and deliver to Atmel (i) any completed Products and (ii) such partially completed Products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights as Seller has specifically produced or specifically acquired for the performance of this order.

d. Following termination, Atmel will have no legal obligation whatsoever to Seller except for payment for the Products delivered by Seller and accepted by Atmel, its customers and the U.S. Government, as applicable, in accordance with the this order herein up to the effective date of termination.

22. WAIVER; SEVERABILITY. No waiver by Atmel of a breach of or a default under any provision of this order shall be effective unless in writing, and no such waiver shall be construed as a waiver of any subsequent breach of or default under the same or any other provision of this order. The failure of Atmel to insist upon the performance of any provision of this order or to exercise any right or privilege granted to Atmel under this order in law or in equity shall not be construed as waiving such provision or any other provision of this order, and the same shall continue in full force and effect. If any provision of this order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, such provision will be enforced to the extent possible consistent with the stated intention of the parties, and the other provisions of this order shall not be affected thereby and shall remain in full force and effect.

23. APPLICABLE LAW. To the extent permitted by law, the laws of California, without giving effect to its choice of law rules, will govern the validity, performance and construction of this order, and any disputes arising from or relating to this order, including any non-contractual disputes arising from or relating to this order. All disputes will be subject to the exclusive jurisdiction of the state or federal courts in Santa Clara County, California and Seller consents to the personal and exclusive jurisdiction and venue of these courts. Notwithstanding the foregoing, (i) either party has the right to apply to a court of competent jurisdiction for provisional relief, including without limitation, attachment or injunction, as may be necessary to preserve the rights of the applying party, and (ii), to the extent that a dispute arises from or relates to any transaction in which the shipping origin and delivery points are within the same country, Atmel may at its option bring an action in that country. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act will not apply to this order. Pending settlement or final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with Atmel’s direction.

24. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ATMEL (INCLUDING ATMEL’S PARENT, SUBSIDIARIES, OR OTHER RELATED LEGAL ENTITIES) BE LIABLE FOR ANY LOST ReVENUES, LOST PROFITS OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

25. SPECIAL U.S. GOVERNMENT PROVISIONS. In the case of Products purchased for a U.S. Government contract or subcontract, Seller shall complete all of the certifications required under the U.S. Government contract or subcontract that Atmel presents to Seller for completion and execution and warrants their accuracy. If any law, ordinance, statute, rule, regulation, or U.S. Government contract or subcontract requires this order to include a specific provision or clause including, without limitation, a Federal Acquisition Regulation or other Government acquisition regulation, such provision or clause will be deemed to have been automatically incorporated into this order.

26. INSURANCE. Seller shall carry and maintain insurance coverage sufficient to cover the liabilities herein, but at a minimum, (i) All Risk Property Insurance, (ii) Comprehensive General Liability Insurance in an amount of not less than one million dollars ($1,000,000) per occurrence, (iii) worker’s compensation insurance covering all of Seller’s employees as required by law, and (iv), if Seller will provide services under this order, E&O/Professional Liability Insurance in an amount of not less than one million dollars ($1,000,000) per occurrence. The policies for such insurance shall name Atmel as an additional insured where possible, and shall provide that no expiration, termination, or modifications of the insurance coverage shall take place without 30 days prior written notice by the insurer to Atmel. Upon Atmel’s request, Seller shall furnish Atmel with satisfactory evidence of such insurance. Seller hereby waives its right of subrogation against Atmel for any loss that may fall under such insurance.

27. ATTORNEY’S FEES. The non-prevailing party shall indemnify the prevailing party for all reasonable expenses incurred in prosecuting any dispute, including but not limited to, attorney’s fees.

28. COMPLETE AGREEMENT. This order contains the complete and entire agreement between the parties as to the subject matter hereof and replaces and supersedes any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to such subject matter. No amendment of any provision of this order shall be effective except pursuant to a writing signed by a duly authorized representative of each party, and no other act, document, usage, or custom will be deemed to amend any provision of this order. For the avoidance of doubt and without limitation to the foregoing, the provisions of Section 5 shall supersede the provisions of any other licensing terms, terms of use or other restrictions on use applicable to such data, information, documentation and software (including, without limitation, any shrink-wrap or click-wrap licensing agreements) unless expressly agreed to in writing by a duly authorized officer of Atmel.
29. **AFFIRMATIVE ACTION COMPLIANCE PROGRAMS – EQUAL OPPORTUNITY.** Atmel supplies products and services under U.S. Government contracts and subcontracts and as a result, Seller may be subject to the following provisions, which are hereby incorporated by reference, if applicable: (a) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)); (b) FAR 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)); (c) FAR 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246); (d) FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212); (e) FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793); (f) FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006); (g) FAR 52.222-41, Service Contract Act of 1965 (41 U.S.C. 351, et seq.); (h) FAR 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)); (i) FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.); (j) FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.); (k) FAR 52.222-54, Employment Eligibility Verification (Jan 2009); (l) FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub.L. 110-247); (m) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631); and (n) FAR 52.222-21 Prohibition of Segregated Facilities (Feb 1999).

30. **GRATUITIES.** Seller warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Atmel, Atmel's customers, any users of the Products (at any tier), or any of their employees, agents or representatives for the purpose of securing this order or securing favorable treatment under this order.

31. **NOTICES.** All notices required to be sent under this order to Atmel shall be sent by certified mail, return receipt requested, or by overnight delivery with a private industry express courier to Atmel's address as printed on this order’s face. Any notice required to be sent to Seller shall be sufficient if mailed to Seller's address as listed on this order’s face.

32. **HEADINGS.** The headings contained in this order are for reference purposes only and shall not affect the interpretation or meaning of this order.

*Atmel Terms and Conditions of Purchase (May 2010)*