

**EVERSPIN TECHNOLOGIES, INC.**  
**TERMS AND CONDITIONS OF PURCHASE OF SERVICES**

These terms and conditions of purchase are deemed incorporated into the purchase order, service order, contract, agreement or other instrument (the "Contract") to which they are attached or with which they are provided (including, without limitation, through incorporation by reference through Everspin's website at <https://www.everspin.com/termsandconditions>) for Everspin's purchase of services from Supplier. References herein to the "Contract" include these terms and conditions. References herein to (i) "Everspin" means Everspin Technologies, Inc. or its applicable affiliate, (ii) "Supplier" means the supplier of the Services named in the Contract, (iii) "Services" means the services to be performed by Supplier in such Contract, and (iv) "date of the Contract" means the date on which the Contract is executed and delivered by Everspin.

1. **ACCEPTANCE.** Unless otherwise expressly provided in the Contract, all quotations, order acknowledgements, service orders, and other agreements entered into by Supplier and Everspin with respect to the Services are made in accordance with and subject to these terms and conditions. Terms and conditions set forth in any agreement, order, confirmation or other document provided by Supplier which differ from, conflict with or are otherwise not included in the Contract shall not become a part of the Contract or any other agreement between Supplier and Everspin unless such terms and conditions are specifically accepted by Everspin in a written instrument that specifically references this Section 1 as being overridden, and in the absence of any such further written acceptance by Everspin, all such other terms and conditions are hereby expressed rejected by Everspin. To the extent Everspin's delivery of the Contract may constitute an acceptance by Everspin of any solicitation, bid, proposal, offer, sale order or other document submitted by Supplier, such acceptance is expressly conditioned on Supplier's assent to the Contract (including these terms and conditions). Everspin's failure to subsequently object to any such other terms contained in any solicitation, bid, proposal, offer, sale order or other communication from Supplier shall not be deemed a waiver of or amendment to any provision of the Contract.

2. **PRICES.** All prices shall be as specified in the Contract or, if not specified in the Contract, shall be Supplier's prices (i) as set out in Supplier's published price list in force as of the date of the Contract, or (ii) as otherwise agreed in writing by Everspin and Supplier. Unless otherwise specified in the Contract, prices includes all costs of equipment, supplies and other materials required by Supplier for performance of the Services and all applicable taxes, including (without limitation) all sales, use or excise taxes. No increase in the purchase price for the Services shall be effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Everspin. By accepting the Contract, Supplier represents, warrants and covenants that the purchase price is and shall be the lowest price charged by Supplier to any of its customers in the United States for similar Services.

3. **TERMS OF PAYMENT.** Unless otherwise expressly stated in the Contract, Supplier's invoice(s) for Services are payable within 30 days from the later of (i) the date of completed performance of the Services with Everspin's satisfactory inspection of the same, or (ii) the date of delivery to Everspin of invoice therefor. Without prejudice to any other right or remedy it may have, Everspin reserves the right to credit and set off at any time any amount owing to it by Supplier against any amount payable by Everspin to Supplier under the Contract.

4. **PERFORMANCE OF SERVICES.** Supplier shall (i) perform the Services strictly in accordance with the requirements of the Contract, including (without limitation) as to any specified timings for performance, (ii) co-operate with Everspin in all matters relating to the Services, including compliance with Everspin's reasonable instructions, (iii) use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract, (iv) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in Supplier's industry, profession or trade, and (v) except to the extent otherwise specified in the Contract, provide all of its own equipment, tools and other materials as are required to perform the Services, all at Supplier's own cost. If Everspin reasonably believes that any of Supplier's personnel are unsuitable to undertake work in respect of the Services, Everspin may, upon written notice to Supplier, (x) if applicable, refuse admission to the relevant person(s) to Everspin's premises, (y) direct Supplier to end such personnel's involvement in the provision of the Services, and/or (iii) require that Supplier replace any such personnel with other suitably qualified personnel, and in which event Supplier shall promptly comply with such notice.

5. **QUALITY.** To the extent applicable to the Services, Supplier shall establish and maintain quality control procedures in accordance with ISO 9000 and/or TS16949 for handling and testing, including (without limitation) electrostatic discharge sensitivity procedures and other customary programs as are necessary to ensure that the Services are performed to the highest degree of quality and reliability.

6. **PREMISES AND EQUIPMENT.** To the extent necessary for the performance of the Services, Everspin shall provide Supplier with reasonable access to Everspin's premises during normal business hours. All equipment, tools and vehicles brought onto Everspin's premises by Supplier or its personnel shall be at Supplier's sole risk.

To the extent Supplier performs any of the Services at Everspin's premises, upon the earlier of completion of the Services or termination of the Contract, Supplier shall promptly vacate Everspin's premises, remove all of Supplier's tools, equipment, unused materials and waste arising out of the provision of the Services and leave the portion of Everspin's premises at which the Services were performed in a clean, safe and tidy condition. Supplier shall be solely responsible for, and shall indemnify and hold harmless Everspin with respect to, the cost of repairing any damage (reasonable wear and tear excluded) to Everspin's premises or equipment or remediating any environmental contamination caused by Supplier or its personnel at Everspin's premises. If Supplier performs any of the Services at or from its premises or the premises of a third party, Everspin may, during normal business hours and on reasonable notice, inspect and examine the manner in which such Services are performed, including (without limitation and to the extent relevant) security protocols undertaken by Supplier with respect thereto. Equipment supplied by Everspin to Supplier shall be deemed to be in a good condition when received by Supplier or its relevant personnel unless Everspin is notified otherwise in writing within five business days after its delivery to Supplier or its relevant personnel. Any equipment, supplies or other materials provided by Everspin for Supplier's performance of the Services shall remain the property of Everspin and shall be used by Supplier and its personnel only for performance of the Services. All of such equipment and, to the extent not consumed in the performance of the Services, supplies and other materials shall be returned promptly to Everspin upon the earlier of completion of the Services or termination of the Contract. Supplier shall reimburse Everspin for any loss or damage to Everspin's equipment (other than deterioration resulting from normal and proper use) caused by Supplier or its personnel.

7. **SAFETY AND SECURITY.** To the extent the Services, or any portion thereof, are to be performed at Everspin's premises, Supplier shall cause all of its personnel engaged in the performance of such Services at Everspin's premises to strictly comply with all safety and security rules and procedures for such premises, including (without limitation) the wearing of required safety equipment and security badges or cards. At the completion of any such personnel's work at Supplier's premises, Supplier shall ensure that any security badge or card issued to such personnel is returned to Everspin. Supplier shall promptly advise Everspin if any Supplier personnel loses or misplaces his/her security badge or card.

8. **INTELLECTUAL PROPERTY RIGHTS.** As between Everspin and Supplier, all intellectual property rights in any documents, records, and other materials provided by Everspin to Supplier for Supplier's performance of the Services shall remain the exclusive property of Everspin and shall constitute Confidential Information (as defined below) of Everspin; but Everspin grants to Supplier a limited, royalty-free, non-exclusive and non-transferable license to use such documents, records, and other materials solely as required for Supplier's performance of the Services. Unless otherwise specified in the Contract, all intellectual property rights in any work product created or developed by Supplier as part of or as a result of the Services shall be the sole and exclusive property of Everspin. Supplier hereby assigns, and agrees to assign, all of Supplier's intellectual property rights in such work product to Everspin. Supplier agrees to execute and deliver such further instruments of assignment and other related documents, as and when requested by Everspin, to further evidence and give effect to Everspin's intellectual property rights in any such work product.

9. **RESCHEDULING.** Everspin may reschedule performance of the Services, in whole or in part, to a later delivery date by giving written notice to Supplier at least 15 days in advance of the scheduled Services commencement date. Supplier may not reschedule the Services without Everspin's prior written consent.

10. **CANCELLATION; TERMINATION.** Everspin may terminate the order for Services under the Contract, in whole or in part, by giving written notice to Supplier at least 15 days in advance of the scheduled Services commencement date. Further, to the extent a Services commencement date is specified in the Contract, Everspin may terminate the order for Services under the Contract, in whole or in part, effective immediately upon written notice to Supplier if commencement of performance of the Services is delayed more than 15 days for any reason other than a delay caused by Everspin. Any such termination by Everspin pursuant to this Section 10 shall be without any cost or other liability to Everspin.

11. **INSPECTION; NON-CONFORMING SERVICES.** Unless otherwise specified in the Contract, Everspin shall have 30 days from the date of completion of performance of the Services (the "Inspection Period") to evaluate the performance of the Services, including (without limitation) for quality of workmanship, completeness and conformance to required specifications. Subject to Everspin's rights under Section 12, Everspin shall be deemed to have accepted the Services unless Everspin notifies Supplier in writing of any Nonconforming Services during the Inspection Period and furnishes such written evidence or other documentation as may be reasonably requested by Supplier. "Nonconforming Services" means only the following: (i) Services are different than identified in the Contract; (ii) Services do not conform in all respects to Supplier's specifications therefor, as in effect on the date of the Contract or, to the extent applicable, to applicable specifications, drawings, designs, samples or other requirements specified by Everspin; (iii) Services are defective in materials or workmanship. If Everspin timely notifies Supplier of any Nonconforming Services, Supplier shall, at its own cost and expense, promptly (and in any event within 30 days of its receipt of such notice) re-perform

the Services, or the applicable portion thereof, until the defect or other nonconformance has been fully resolved to the satisfaction of Everspin. If Supplier fails to timely re-perform such Services in accordance with this Section 11, Everspin may, without liability to Supplier, terminate the portion of the order under the Contract applicable to such Nonconforming Services, obtain alternative services from a third party and charge Supplier (and in which event Supplier shall promptly pay Everspin) any excess in cost to Everspin for such alternative services.

12. **WARRANTY AND CLAIMS.** Supplier warrants for a period of one year from the date of completion of performance of the Services (the "Warranty Period") that the Services shall (i) be free of defects in materials or workmanship under normal use and regular service and maintenance, and (ii) conform in all respects to Supplier's specifications therefor, as in effect on the date of the Contract or, to the extent applicable, to applicable specifications, drawings, designs, samples or other requirements specified by Everspin. These warranties survive any delivery, inspection, acceptance or payment of or for the Services by Everspin. These warranties are cumulative and in addition to any other warranty or other right or remedy provided by law or in equity. Any applicable statute of limitations shall run from the date of Everspin's discovery of the noncompliance of the Services with the foregoing warranties. If Everspin gives Supplier written notice of noncompliance with any of these warranties, Supplier shall, at its own cost and expense, promptly (and in any event within 30 days of its receipt of such notice) re-perform the Services, or the applicable portion thereof, until the defect or other nonconformance has been fully resolved to the satisfaction of Everspin.

13. **INDEPENDENT CONTRACTOR.** In performing the Services, Supplier shall at all times be an independent contractor of Everspin, and not an employee, agent or partner of Everspin. In such regard, Supplier shall be solely responsible for the training, direction, supervision, administration and compensation of its personnel who are engaged in the performance of the Services. In no event shall any of Supplier's personnel be, or have the rights of, employees of Everspin, including (without limitation) with respect to compensation, benefits or other employer obligations of Everspin vis-à-vis its own employees. Supplier shall indemnify and hold harmless Everspin from and against any claims of any of Supplier's personnel arising from Supplier's performance of the Services, other than claims solely arising from violation of law, gross negligence or willful misconduct by Everspin or any of its own personnel.

14. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EVERSPIN BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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 SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EVERSPIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAYABLE BY EVERSPIN FOR THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THE CONTRACT.

15. **FORCE MAJEURE.** Neither Supplier nor Everspin shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been reasonably foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include (without limitation) government restrictions, floods, fire, earthquakes or other acts of God, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances; provided, however, that Supplier's economic hardship, labor or supply chain issues or changes in market conditions are not considered Force Majeure Events. Supplier shall use all diligent and commercially reasonable efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Contract. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 days, Buyer may terminate the Services to be performed under the Contract, in whole or in part, immediately and without liability by giving written notice to Supplier.

16. **ASSIGNMENT.** Supplier shall not delegate, subcontract or cause to be assumed any of its duties or obligations or assign any of its rights or claims under the Contract without Everspin's prior written consent, and any attempted delegation, subcontracting, assumption or assignment without such consent shall be void. Except as expressly provided herein with respect to indemnified parties, the Contract is for the sole benefit of Supplier and Everspin 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 the Contract.

17. **COMPLIANCE WITH LAWS.** Supplier shall perform the Services in compliance with all applicable laws, rules, and regulations of all governmental authorities (including, to the extent applicable, all employment and environmental laws). Without limiting the foregoing, Supplier represents, warrants and covenants that it has obtained and maintains in force all permits, licenses and other authorizations required for its performance of the Services.

18. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Everspin, including (without limitation) specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Everspin to Supplier ("Confidential Information"), whether disclosed orally or provided or accessed in written, electronic or other form of media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Contract is strictly confidential, solely for the use of performing the Contract and may not be disclosed, copied or otherwise used by Supplier unless authorized by Everspin in writing. Upon Everspin's request, Supplier shall promptly return all documents and other materials received from Everspin or created by Supplier that contain any Confidential Information and shall delete or otherwise destroy all electronic or other intangible records or files containing Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that is (i) in the public domain, other than as a result of any act or omission of Supplier or any of its Affiliates (including any personnel or agents thereof), (ii) known to Supplier at the time of its disclosure to Supplier, as reasonably evidenced by Supplier's records, or (iii) rightfully obtained by Supplier on a non-confidential basis from a third party having no duty of confidence to Everspin with respect thereto.

19. **INSURANCE.** From the date of the Contract through the expiration of the warranty period specified in Section 12, Supplier shall, at its own expense, obtain and maintain with financially sound and reputable insurers such minimum insurance as shall cover the obligations and liabilities of Supplier which may arise under the Contract, including at a minimum commercial general liability insurance coverage in the amount of \$5,000,000 aggregate and \$1,000,000 per occurrence, covering personal injury, bodily injury, or death, and loss or damage to property, and including product liability, errors and omissions, products/completed operations, contractual liability, broad form property damage and independent contractors coverage. Upon Everspin's request, Supplier shall provide Everspin with a certificate of insurance from Supplier's insurer(s) evidencing such insurance coverage. Supplier shall provide Everspin with at least 30 days' advance written notice in the event of a cancellation or material change in any such insurance policy.

20. **GENERAL.** The Contract is governed by and interpreted, construed and enforced in accordance with the laws of the State of Arizona, without reference to conflicts of law principles that would require the application of any other law. Any suit, action or proceeding arising between Supplier and Everspin in connection with the Contract shall be subject to the exclusive jurisdiction of the state or federal courts of Arizona sitting in Phoenix, Arizona, and each of Supplier and Everspin irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The provisions of the United Nations Convention on the International Sale of Services shall not apply to the Contract or the sale of Services thereunder. If any term or provision of the Contract (including any of these terms and conditions) is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. The Contract constitutes the entire agreement of Supplier and Everspin with respect to the subject matter thereof and supersedes all prior, agreements, understandings, communications between the parties with respect to such subject matter. The Contract may only be amended by written instrument signed by Supplier and Everspin.