

August 12, 2021

# **Customer Product Discontinuation Notification**

Dear Valued nanotron Customer or Distributor:

This letter is to confirm to your company that nanotron Technologies is discontinuing the manufacture of products as listed in the attached PDN document(s). In accordance with nanotron's product discontinuation policy, we are hereby giving notice of these product changes in order for your company to adjust its product purchasing records, or to make any final lifetime purchases of the discontinued products that are still in supply.

Many of these products have had little sales history and/or are obsolete due to improved successor products. Products derived from the discontinued product are also included in this discontinuation notification to ensure that our customers and distributors are informed of the obsolescence of these products.

## Last Time Buy Conditions

We request you carefully review this information and notify your purchasing offices and buyers to place your company's final purchases for available discontinued products as soon as possible according to the following last time buy terms and conditions.

#### 1. General

Last time ordering conditions may vary by product. Please refer to the attached PDN document for details. The Last Time Buy Date automatically expires when the final available inventory quantity or production unit has been scheduled and sold.

#### 2. Delivery Dates

Last time delivery conditions vary by product. The code "Limited Availability" in the "Last Buy Date" or "Last Delivery Date" field indicates a limited availability part type. Special conditions may apply as described in the accompanying PDN document.

#### 3. Order Placement

Discontinued product orders placed with nanotron Technologies must be clearlyidentified as a "Last Time Buy". Each Order must:

(a) reference the associated PDN number



- (b) contain your company's requested delivery dates per this notice
- (c) be within the minimum order quantity requirements in an existing volume purchase agreement or meet nanotron's standard minimum order policy
- (d) otherwise conform to all other applicable conditions in this notice.

#### 4. Pricing

The unit sales price for purchase of the available discontinued products covered by this notice will be as follows:

- If an unexpired volume purchase agreement is on file in nanotron's Contracts Department, the unit price will be the effective agreement part type unit price for any unordered product quantities covered by such agreement. For quantities beyond the applicable unordered volume agreement quantity, the unit price will be subject to negotiation.
- If a valid offer-to-sell standalone quote is still in effect during the last time ordering period, the unit price shall remain as originally quoted by nanotron forthe offered quantities until the quote has expired, or until the quoted quantitieshave been purchased.
- 3. Where a volume purchase agreement or a nanotron standalone quote is notin effect, the product unit price will be subject to nanotron's individual price quotation of your company's last time buy requirements.

### 5. Acknowledgement & Delivery

nanotron will acknowledge each acceptable discontinued product order in writing. Wewill attempt to meet your company's requested delivery date(s) wherever possible. However, nanotron's acknowledged delivery date(s) are deemed to be approximate because of the special circumstances associated with last time product manufacturing conditions.

#### 6. Order Acceptance/Change Conditions

- nanotron will accept last time orders from your company for the discontinued products as "Firm and Final". As such, these orders will not be subject to any reschedule, cancellation, or termination by your company without nanotron's prior written authorization and payment of full termination charges.
- 2. nanotron reserves its right to make changes in the scheduled delivery dates, or to terminate remaining undelivered quantities of your company's last time buy order(s), due to changes in nanotron's last time manufacturingcapabilities, or for commercially impracticable circumstances which makes delivery not feasible.

#### 7. Quantities

The following applies to final buy quantities for the available discontinued products.



#### (a) First Recipients

The quantities in any existing unfilled orders and contracts acknowledged by nanotron will be honored first, then

#### (b) Next Recipients

The unfilled quantities in any volume agreement(s) or quantities in unexpired standalone quote(s) will be accepted, and

#### (c) Final Recipients

Any additional reasonable quantity of products that nanotron quotes based upon your company's identified requirements will be taken.

IN THE EVENT OF CONFLICT FOR THE LIMITED AVAILABILITY PRODUCT(S), QUANTITIES FOR CUSTOMER'S OR DISTRIBUTOR'S ORDERS WILL BE DETERMINED ON A FIRST-COME FIRST-SERVE BASIS AND WILL BE SUBJECT TO NANOTRON'S AVAILABLE INVENTORY AND REMAINING MANUFACTURING CAPACITY FOR THE PRODUCT.

#### 8. Distribution Sales

If you are a nanotron's distributor customer, please contact your distributor sales representative for assistance in planning a last time buy for available discontinued products to be negotiated with your distributor.

#### 9. Product Discontinuation Status Codes

The status codes listed on the PDN identify special conditions that may apply to certain of the part types. These codes mean the following:

- **Code 1** = Non-manufacturable/quality or yield reason.
- **Code 2** = Limited availability limited manufacturing capacity for such reasons as fab closure or limited wafer/die inventory that may affect last time buy support.
- **Code 3** = Standard end of product life decision, low sales volume, product line discontinuation, or new replacement product
- **Code 4** = Part package discontinuation (Note: basic part not being discontinued)
- Code 5 = End product packing type discontinuation (Note: basic part not being discontinued)
- **Code 6** = Other reason (i.e. process/fab migration or change, etc.)

### **Limited Warranty**

All discontinued product orders subject to this notice shall carry nanotron's standard limited warranty as contained in nanotron's order acknowledgement form, or, if applicable, the warranty set forth in a duly executed formal contract between nanotron and your company will apply, except that:



- 1. nanotron will accept all valid warranty claims for credit only, unless a replacement order is otherwise agreed upon by nanotron and the replacement parts can be manufactured or delivered from remaining inventory.
- 2. The applicable warranty period for making any return claims for discontinued products subject to this notice will be no later than ninety (90) days following delivery of the discontinued products.
- 3. Any return claims must be made under nanotron's current Return Material Authorization ("RMA") procedures.

### Additional Provisions

Except as stated above, the applicable terms and conditions of sale for these discontinued products will be the unmodified provisions in nanotron's standard order acknowledgement form or, as applicable, the terms and conditions contained in a duly executed contract in force between our companies.

NANOTRON ACCEPTS NO LIABILITY FOR EXCESS REPROCUREMENT COSTS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ASSOCIATED WITH THIS NOTICE, WITH ITS PRODUCTS, OR WITH THE FINAL MANUFACTURE AND PERFORMANCE AGAINST ANY LAST TIME BUY ORDERS RELATED TO THE DISCONTINUED PRODUCTS COVERED BY THIS NOTICE.

We regret the inconvenience and impact this notice may cause your company. nanotron's sales, marketing and distribution personnel stand ready to assist you in placing your company's final orders, or in providing product information you require.

For specific product inquiries, please contact your local nanotron sales or distributor representative. For general questions regarding this discontinuation notice contact nanotron Technologies directly +49 30 399954-0 or by e-mail: nanotronsales@inpixon.com.

On behalf of nanotron Technologies, we appreciate your understanding and assistance in helping us to help you minimize the impact of this product discontinuation on your company. We look forward to nanotron's continued support of your company's semiconductor requirements in the years to come.

Very truly yours,

nanotron Technologies GmbH

Marcel Borwitzky
Product Management

This letter is to inform you that Nanotron Technologies GmbH (Nanotron) plans to execute an End of Life (EOL) cycle for our V2 version of our 2.4 GHz CSS swarm bee module (model number MN02SWBLE), originally released in February of 2016. It is our responsibility to ensure that we provide access to technologically advanced products and high-quality product support while efficiently managing our portfolio. After a thorough evaluation of our technology offerings, combined with global supply chain volatility, we have made the decision to discontinue this older module, thereby enabling us to focus our research and development efforts on newer technologies, including the swarm bee LE V3.

As of **October 15, 2021**, Nanotron will no longer accept orders for swarm bee LE V2 modules. Orders accepted prior to this date will be fulfilled no later than April 15, 2022 (last delivery date). This product discontinuation will not impact your access to technical support. We will continue to offer support for swarm bee LE V2 modules via the Customer Support Portal.

To assist with this transition, our team is available to explore data migration options, share migration documentation, or discuss any other questions you may have. The swarm bee LE V3, our new flagship module, featuring a variety of enhancements including greater range and a smaller size, is interoperable with V2. **Going forward, all new implementations** should be designed with the swarm bee LE V3.

We appreciate your loyalty and thank you for your understanding. Our team welcomes the opportunity to review our location-aware IoT sensor portfolio with you and looks forward to connecting with you. To schedule time with our team please reach out directly to your Nanotron sales representative or contact us at <a href="mailto:nanotronsales@inpixon.com">nanotronsales@inpixon.com</a>.

The Nanotron Team