

TERMS AND CONDITIONS FOR PRODUCT SAMPLES

This is a legal agreement between you (either as an individual or as an authorized representative of your employer, “Buyer”) and SiTime Corporation (“Seller” or “SiTime”). By accepting or using a SiTime product sample you agree to all of the terms of this agreement (the “Agreement”). These terms and conditions apply only to SiTime product samples and related documentation (together, the “Product Samples”).

1. GENERAL. The terms and conditions contained herein shall govern notwithstanding any contrary or different terms contained in Buyer’s purchase order or any other document or communication delivered to Seller, and Seller rejects and disclaims all such contrary, additional, or different terms. Acceptance of Buyer's purchase orders is expressly conditioned upon Buyer’s acceptance of the terms and conditions contained herein. Buyer shall be deemed to have accepted these terms and conditions by virtue of Buyer’s acceptance or use of the Product Samples, even if Buyer has not provided Seller with a written acknowledgement of its acceptance of these terms and conditions. Seller’s failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. No alteration, changes, modification, or amendment of any of the terms or conditions contained herein shall be effective or binding unless and until in writing and signed by a corporate officer of SiTime.

2. PRICING AND TERMS OF PAYMENT. All billings for Product Samples, if applicable, will be at the price indicated on the Seller’s official quote. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of International duties, foreign taxes, US Federal, US State, and local excise, sales and similar taxes; payment of which shall be the responsibility of Buyer. Term of payment, if applicable, shall be net thirty (30) days from the date of Seller invoice. Seller reserves the right to require payment in advance or C.O.D and otherwise to modify credit terms based on the financial condition of the Buyer. All past due payments, or any invoices or charges owing to Seller pursuant to this Agreement that are not paid by Buyer when due shall bear simple interest at the rate of one percent (1%) per month, or if less, the maximum amount permitted by law. The foregoing shall in no way limit any other remedy available to Seller.

3. PURCHASE ORDER. Buyer shall purchase Product Samples by issuing a written or electronic purchase order signed (or sent in the case of an electronic order) by an authorized representative. All purchase orders are subject to approval and acceptance by Seller. Seller shall use reasonable commercial efforts to provide information regarding acceptance or rejection of such orders within five (5) business days from receipt thereof. In the event that Seller fails to provide an acknowledgement of such order within five (5) business days of receipt, Buyer may cancel such order. Purchase orders for Product Samples acknowledged by Seller are non-cancelable.

4. DELIVERY DATE. Delivery dates will be established by Seller upon acceptance of purchase orders from Buyer. Delivery dates will be assigned by Seller as close as reasonably practicable to Buyer's requested date based on Seller's then-current lead times for the Product Samples. Delivery dates are approximate and are not binding. Seller will not have liability to Buyer or any third party for any loss arising from delay in delivery of Product Samples.

5. SHIPPING, TITLE AND DELIVERY. Delivery of all Product Samples are made EX Works Seller's factory or its contract manufacturer facility in accordance with INCOTERMS 2000. Title to the products passes to Buyer, and Seller's liability to deliver ceases, when Seller places the goods at the disposal of Buyer at the premises of Seller or its contract manufacturer in good condition. Seller assumes no responsibility for delay, breakage or damage after having placed the goods at the disposal of Buyer at the premises of Seller or its contract manufacturer.

6. ACCEPTANCE. The Buyer shall accept or reject nonconforming Product Samples within five (5) days of receipt of each shipment. Failure to notify Seller in writing of nonconforming Product Samples within such period shall be deemed an unqualified acceptance. Once accepted pursuant to this Section 6, Product Samples may not be returned to Seller or any of Seller's distributors for any reason. Seller's sole obligation and Buyer's exclusive remedy for nonconforming Product Samples, shall be, at Seller's discretion, to replace the nonconforming Product Samples or issue Buyer a credit for the purchase price paid to SiTime for the Product Samples, if any.

7. NO WARRANTY. Buyer acknowledges and agrees that the SiTime Product Samples and related documentation are delivered "**AS IS,**" without warranty of any kind, whether express, implied, statutory, by course of communication or dealing, or otherwise, and without any common-law duties relating to accuracy or lack of negligence. To the maximum extent permitted by law, Seller expressly disclaims any implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, ownership, non-infringement, and non-misappropriation. Buyer acknowledges and agrees that any services provided by SiTime which are ancillary to the purchase of Product Samples are "**AS IS**" and Seller does not offer any warranties of any kind, and expressly disclaims all implied warranties thereon. Buyer assumes the entire risk arising out of use or performance of the Product Sample, and any system Buyer uses or designs to use the Product Sample.

8. INTELLECTUAL PROPERTY. Seller owns and retains all rights, title, and interest to the intellectual property in, related to, or arising from the Product Samples. Seller does not convey or grant any license, ownership, right, or interest by implication, estoppel or otherwise to the Seller intellectual property. Seller retains the copyright and trademark rights in all documents, catalogs and plans supplied to Buyer pursuant to or ancillary to the Product Samples or services by Seller.

9. CONTINGENCIES. Seller shall not be responsible for any delays or failure to perform due to unforeseen circumstances or due to any cause beyond Seller's reasonable control. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, labor or materials or any other causes beyond Seller's reasonable control. In the event of any delay caused by such contingency, the date of delivery shall, at the discretion of Seller, be deferred for a period equal to the time of loss by reason of the delay.

10. NO SUPPORT. SiTime is not obligated to provide any support or to provide suggestions or respond to questions regarding SiTime Product Samples.

11. LIMITATION OF LIABILITY. SELLER'S AND ITS AFFILIATES' CUMULATIVE AGGREGATE LIABILITY FOR ALL CLAIMS MADE BY BUYER ARISING OUT OF OR CONNECTED TO ANY PRODUCT SAMPLES SHALL BE LIMITED TO, AND BUYER RELEASES ALL SUCH CLAIMS AGAINST (AND LIABILITY OF) SELLER AND ITS AFFILIATES IN EXCESS OF, THE PURCHASE PRICE OF THE AFFECTED PRODUCT SAMPLES, IF ANY, OR \$1,000, WHICHEVER IS LESS. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, STRICT LIABILITY, BREACH OF CONTRACT, REPUDIATION OF CONTRACTS, NEGLIGENCE, PRODUCTS LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SELLER SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE.

12. CONTROLLING LAW. The terms and conditions contained herein shall be governed by and construed under the laws of the State of California.

13. SECURITY. Buyer hereby grants SiTime a continuing first security interest and lien, or the equivalent in a non-U.S. jurisdiction ("Lien"), upon any Product Samples SiTime ships to Buyer hereunder, and in the proceeds and products thereof (collectively the "Collateral"), until Buyer makes full payments required, if any, hereunder. Buyer agrees, as reasonably necessary, to execute further documents and to take all actions SiTime requests to protect and perfect this Lien. Buyer irrevocably appoints SiTime as Buyer's limited attorney-in-fact to execute and file on behalf of Buyer a UCC-1 financing statement, or the equivalent in a non-U.S. jurisdiction, describing the Collateral. California law, without regards to conflict of laws provisions, governs the creation, perfection and enforcement of this Lien and rights thereunder. All SiTime's rights and remedies shall be cumulative.

14. ARBITRATION. Any dispute or claim arising out of or in connection with any terms and conditions contained herein shall be finally settled by binding arbitration in Santa Clara County, California, in

accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

15. GENERAL LEGAL

a. The prevailing party in any legal action brought by one party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorneys' fees.

b. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Seller may decline to make further shipments. If Seller elects to continue to make shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for such default.

c. The terms and conditions herein constitute the entire contract between the parties and supersede all previous communications, whether oral or written. Any changes to these Term and Conditions must be made only upon mutual agreement of the parties in writing.

d. In the event that any section of these terms and conditions are deemed unenforceable, the remaining sections shall remain in force.

e. Buyer agrees to defend and indemnify SiTime from any and all claims, liabilities, and costs (including reasonable attorney fees) related to Buyer's use of the Product Samples or to Buyer's violation of this Agreement.

f. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement. Buyer may not assign this Agreement in any respect without the prior written consent of Seller. Seller may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without notice to or consent by Buyer. Seller may subcontract manufacturing, order fulfillment or other work as to any or all Product Samples without notice to or consent of Buyer.

g. The failure of a party to enforce any right hereunder shall not waive that or any other right.

16. IMPORT / EXPORT. Buyer agrees to comply with all applicable laws and regulations of the United States and of the destination country. Buyer shall not sell, transfer, export or re-export SiTime Product

Samples or technical information without the applicable U.S. Government authorization, and Buyer will immediately notify SiTime if Buyer is listed on the Denied Persons List or its export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. Buyer warrants that it will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, re-sold, shipped or diverted, directly or indirectly, any Product Sample or technical data furnished hereunder, or the direct product of such technical data, to any country or to any foreign national or any country for which the United States Government requires an export license, or other approval, without first obtaining such license or approval at Buyer's sole expense. Buyer assumes any risk or delay associated with compliance with the export controls or regulations and data transfers to and from the United States and any foreign destination. Buyer shall hold harmless and indemnify Seller for any damages resulting to Seller from a breach of this paragraph by Buyer.

17. CONFIDENTIALITY. Buyer will keep in confidence, will not disclose to any person, and will not use (other than for purposes of performance under this Agreement) the Confidential Information without the prior written consent of SiTime. "Confidential Information" shall mean all confidential or proprietary information of SiTime or any of its affiliates (including, but not limited to, samples, evaluation materials, designs, trade secrets, concepts, drawings, intellectual property, masks, technical information, technology, manufacturing processes, research, development, product roadmaps, costs, and pricing). Buyer will not be liable for the unauthorized disclosure or use of Confidential Information if it: (i) is or becomes generally available to the public, except as the result of breach of this Agreement by Buyer; (ii) was in Buyer's possession, or is rightfully communicated to Buyer, free of any confidentiality restriction; or (iii) is independently developed by Buyer without use of or reference to SiTime's Confidential Information. Notwithstanding anything to the contrary in this Agreement, Buyer may disclose SiTime's Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that Buyer, to the extent legally permitted, gives SiTime reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist SiTime in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Immediately upon request by SiTime, Buyer will return or destroy the Confidential Information and all copies, records, and documents incorporating or derived from such information. The terms of any applicable non-disclosure agreement are cumulative of the confidentiality provisions herein.

18. CRITICAL USE EXCLUSION POLICY. BUYER AGREES NOT TO USE SITIME PRODUCT SAMPLES: FOR ANY APPLICATION OR IN ANY COMPONENTS IMPLANTED IN THE BODY; IN LIFE SUPPORT DEVICES OR APPLICATIONS; TO OPERATE NUCLEAR FACILITIES; OR IN OTHER MISSION-CRITICAL APPLICATIONS OR COMPONENTS WHERE HUMAN LIFE MAY BE INVOLVED OR AT STAKE. If Buyer or its customers use or permit the use of Product Samples for such unintended or unauthorized uses, Buyer agree to fully indemnify Seller and its affiliates from all

liability related to such use, including attorneys' fees and costs. Seller recommends Product Samples be used for evaluation and prototyping purposes only, and does not recommend Product samples be used for quality and reliability testing or mass production.