1. BINDING, EXCLUSIVE AGREEMENT. These standard terms and conditions of sale (“Agreement”) apply to any sale or transfer of Product(s) by Seller to Buyer. Buyer accepts and agrees to be bound by this Agreement by: a) ordering based on a Seller’s price quote or b) accepting or paying for Products. Seller objects to and rejects any additional or different terms or conditions in any way tendered by Buyer, including expressly rejecting any provisions that dictate that Buyer’s terms control or any additional or different provisions in a Buyer’s electronic business portal. Seller’s failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of this Agreement. These terms shall supersede any terms and conditions contained on any sales order acknowledgement, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the terms and conditions hereof.

2. DEFINITIONS.

a) Buyer - the buying entity named on the Order Document as well as any affiliates of Buyer.

b) Seller - the Ambiq Micro entity from which Buyer is purchasing Products or any third-party affiliates of purchaser.

c) Claim - any and all claims, demands, causes of action, damages, injuries or liabilities, whether arising, at law or in equity, including those with respect to or arising under breach of contract, tort, negligence, delay in or failure of Delivery, nonperformance, infringement, misappropriation, product or strict liability.

d) Government - any governmental entity, authority, agency, official, or department at the national, state, county or local level.

e) Intellectual Property or IP - all intellectual property, including without limitation patents, patent applications, copyrights, mask works, designs, trade secrets, trade indicias (including trademarks, trade names, logos, product names and slogans) and all legal rights to inventions, know-how, methods, processes, Software, protocols, schematics, specifications, web sites, works of authorship, and databases.

f) Order Lead Time - a date at least sixteen (16) weeks prior to the Scheduled Ship Date.

g) Order - an order from Buyer for the purchase of Products that has been accepted by Seller in accordance with Section 4.

h) Order Documents - this Agreement, and any and all of the following, if applicable: a) Seller’s (i) written price quote to Buyer, (ii) written acceptance of an order from Buyer, (iii) invoice for Products sold to Buyer, or b) a written sales agreement signed by Seller and Buyer for the purchase by and sale to Buyer of Products.

i) Product - a Standard Product or a Special Product, excluding any Software.

j) Scheduled Ship Date - the date that Seller estimates as the shipping date for Products at Seller’s Plant with respect to a certain Order.

k) Seller - the Ambiq Micro entity on the applicable Order Document.

l) Seller’s Plant - the location specified by Seller where Products are held for Delivery.

m) Specifications - Seller’s electrical and physical specifications for a Product in the applicable Seller’s data sheet. Seller may modify the Specifications with prior written notice to Buyer.

n) Specifications over time. Specifications do not include any advertisements or marketing or sales materials.

o) Software - includes any software that is in Machine Readable Code or Executable Code.

p) Special Product - a product as sold to Buyer that is not a Standard Product, (i) is a custom product or a modification of a Standard Product or (ii) is a Product in the form of a die or wafer. Special Products include, but are not limited to, Customer specific or configured Products, e.g., evaluation boards, design verification units, samples, preproduction units, developmental units, or units provided pursuant to a waiver.

q) U.S. or European Community copyrights, trademarks or integrated circuit patents, excluding claims directed to manufacturing equipment, processes, and software or foundry licenses.

r) Seller’s Plant - the location specified by Seller where Products are held for Delivery.

s) Software - includes any software that is in Machine Readable Code or Executable Code.

t) Software - includes any software that is in Machine Readable Code or Executable Code.

u) Software - includes any software that is in Machine Readable Code or Executable Code.

v) Special Product - a product as sold to Buyer that is not a Standard Product, (i) is a custom product or a modification of a Standard Product or (ii) is a Product in the form of a die or wafer. Special Products include, but are not limited to, Customer specific or configured Products, e.g., evaluation boards, design verification units, samples, preproduction units, developmental units, or units provided pursuant to a waiver.

w) Special Product - a product as sold to Buyer that is not a Standard Product, (i) is a custom product or a modification of a Standard Product or (ii) is a Product in the form of a die or wafer. Special Products include, but are not limited to, Customer specific or configured Products, e.g., evaluation boards, design verification units, samples, preproduction units, developmental units, or units provided pursuant to a waiver.

x) Software - includes any software that is in Machine Readable Code or Executable Code.

y) Software - includes any software that is in Machine Readable Code or Executable Code.

z) Software - includes any software that is in Machine Readable Code or Executable Code.

AA) Software - includes any software that is in Machine Readable Code or Executable Code.

BB) Software - includes any software that is in Machine Readable Code or Executable Code.

CC) Software - includes any software that is in Machine Readable Code or Executable Code.
e) This Section 10 sets out Buyer’s sole remedy, and Seller’s sole and exclusive liability, with respect to Seller’s infringement of IP rights.

f) If any Software is installed or embedded in or furnished with the Products, Seller grants Buyer, to the extent that Seller has rights, a nonexclusive, non-transferable (other than to a Buyer’s Customer and only to the extent the Products are incorporated into and sold in Buyer’s end products), non-assignable, license to use and distribute the Software as part of the Products and only in connection with the use of the Products. Buyer shall not, and Buyer shall ensure that its customers do not, copy, distribute, prepare derivative works, reverse engineer, decompile, or otherwise disassemble the Software. This license will terminate automatically upon breach of any other license term.

g) As between Buyer and Seller, Seller owns and retains all IP in, relating to, or arising from with respect to each Product, whether or not such Product is a Special Product or a Product with no relationship to specifications furnished by Buyer. Other than the Software as licensed above, Seller does not grant, convey, or confer any ownership, interest, right, or license, express or implied, or in or to any IP of Seller. Seller owns and retains all interest in, title to and possession of all tooling of any kind (including masks and pattern generator tapes) and related IP used in production of the Products.

11. LIMITED WARRANTIES; EXCLUSIVE REMEDIES. Seller warrants to Buyer that Standard Products (i) are, at the time of Delivery, free from material defects in materials and workmanship and (ii) will, for a period of one year following Delivery, materially conform to the Specifications. This warranty does not apply to Die, Wafers, and Special Products or to Products that Seller determines: (i) is in other than its original condition or (ii) has been subjected to Unauthorized Uses under Section 13. Seller’s sole and exclusive liability and Buyer’s sole and exclusive remedy for any such breach of warranty shall be limited to (i) to refund the purchase price paid; and, (ii) to deliver Buyer a replacement. This warranty and any remedy extend to Buyer only and Seller has no liability to any of Buyer’s Customers, users or any other third party. Except for this limited warranty, Seller makes no other warranty and disclaims all other warranties or liabilities as to any Product, Software or IP, whether express, implied, statutory, or otherwise, including all warranties of merchantability, fitness for a particular purpose, title, ownership, non-infringement, and non-misappropriation. Special Products, labeling on Products and packaging that are intended solely for compliance with applicable law, and all Software are provided “as is” and without any warranty of any kind. The warranty obligations of Seller and the remedies of Buyer set out in this Section 11 are the sole and exclusive obligations of Seller and the sole and exclusive remedies of Buyer for all Claims and other liabilities arising out of or in connection with any warranty, nonconformance, failure, defect or breach of warranty or obligation or liability will arise out of Seller’s rendering of advice or service in connection with Buyer’s purchase of the Products or any repair or replacement of a Product. No warranties will apply after the one-year period. Seller does not offer any warranties of any kind, express, implied, statutory or otherwise, and implicitly, or otherwise, including those that may relate to pricing, quality, performance, reliability, integration, modifications, board-level designs, and reviews of Buyer’s products or designs. Buyer is solely responsible for complete and thorough testing of Buyer’s hardware and software and their interaction with the Products even if Seller has advised or assisted Buyer with such testing. Seller is not liable for any defect in Buyer’s product, including but not limited to those that would have been detected if Buyer had adequately tested its product.

12. LIMITATIONS OF LIABILITY. The aggregate cumulative liability of Seller, its affiliates, and their employees, directors, or agents ("Seller Parties") for all Claims ever made by Buyer against Seller (inclusive) arising out of or in connection with any and all Orders, Order Documents, Products, Software or Claims shall not exceed, individually or collectively, and Buyer releases such claims in full and on a no fault and no cause basis to either Party in accordance with this Section as to the affected Products: (i) to refund the purchase price paid; and, (ii) to deliver to Buyer a replacement. This warranty and any remedy extend to Buyer only and Seller has no liability to any of Buyer’s Customers, users or any other third party. Except for this limited warranty, Seller makes no other warranty and disclaims all other warranties or liabilities as to any Product, Software or IP, whether express, implied, statutory, or otherwise, including all warranties of merchantability, fitness for a particular purpose, title, ownership, non-infringement, and non-misappropriation. Special Products, labeling on Products and packaging that are intended solely for compliance with applicable law, and all Software are provided “as is” and without any warranty of any kind. The warranty obligations of Seller and the remedies of Buyer set out in this Section 11 are the sole and exclusive obligations of Seller and the sole and exclusive remedies of Buyer for all Claims and other liabilities arising out of or in connection with any warranty, nonconformance, failure, defect or breach of warranty or obligation or liability will arise out of Seller’s rendering of advice or service in connection with Buyer’s purchase of the Products or any repair or replacement of a Product. No warranties will apply after the one-year period. Seller does not offer any warranties of any kind, express, implied, statutory or otherwise, and implicitly, or otherwise, including those that may relate to pricing, quality, performance, reliability, integration, modifications, board-level designs, and reviews of Buyer’s products or designs. Buyer is solely responsible for complete and thorough testing of Buyer’s hardware and software and their interaction with the Products even if Seller has advised or assisted Buyer with such testing. Seller is not liable for any defect in Buyer’s product, including but not limited to those that would have been detected if Buyer had adequately tested its product.

13. UNAUTHORIZED USES. The Products are not designed, intended, authorized, or warranted for use or inclusion in life support, financial institution, Government, aeronautical, aerospace, military, or nuclear applications, or FDA Class III or other devices for which FDA premarket approval is required, implantable devices or in life support or life endangering applications where failure or accuracy might cause death or personal injury. Products shall not be used for automotive or transportation applications or environments unless the specific Product has been designed with this in mind. Products manufactured and supplied by Seller shall not be used if they have been subjected to operating or environmental conditions in excess of limits established in the Specifications or otherwise has been subjected to static, failure to ground properly, accident, mishandling, damage, misuse, abuse, neglect, alteration, or improper or unauthorized testing, installation or repair. Any unauthorized use, or use or inclusion by Buyer or any of its direct or indirect customers is fully at Buyer’s risk and voids and all of Seller’s obligations and warranties.

14. GOVERNMENT CONTRACTS. All Products of Seller are commercial items as defined in FAR 2.101. If Buyer sells Products to any Government, or to a Government prime contractor or subcontractor, Buyer shall be solely and exclusively liable for compliance with all Government acquisition statutes and regulations. Seller makes no representations, certifications, or warranties whatsoever about or with respect to Government contracts or subcontractor, Buyer shall be solely and exclusively liable for compliance with all Government acquisition statutes and regulations. Seller makes no representations, certifications, or warranties whatsoever about or with respect to Government contracts or subcontractor, Buyer shall be solely and exclusively liable for compliance with all Government acquisition statutes and regulations. Buyer will comply with all applicable laws and regulations. The Products, Software or related technologies may be subject to export license or other international trade controls. Buyer represents, warrants and certifies that Buyer will comply with applicable laws and regulations relating to export or re-export, including the Export Administration Act of 1979, as amended, the U.S. Export Administration Regulations and U.S. Foreign Assets Control Regulations, 31 C.F.R., Chapter V.

15. BUYER’S DUTY TO DEFEND. Buyer will defend Seller Parties and reimburse Seller Parties for all Claims, taxes, penalties, interest, costs, assessments and expenses (including court and attorney fees) that arise as a result of or in connection with any inadequacy or invalidity of any tax exemption certificate submitted by Buyer or any act, omission or misrepresentation of Buyer or any of its employees, agents, independent contractors, customers, users or representatives, including any breach of Sections 9, 13, 14, or 15.

16. DISPUTES, APPLICABLE LAW AND FORUM. All disputes relating to this Agreement or any other Claims arising out of or related to the relationship of the parties (“Disputes”) shall be resolved exclusively by the following sequential methods, except that Seller may immediately take legal action to prevent immediate or irreparable harm to it or to Buyer’s failure to make payments under Section 6. Upon written notice by one party to the other of a Dispute, the parties will first attempt to promptly resolve the Dispute by negotiation for a 45-day period. If not so resolved, all Disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (or, if in Singapore, the Rules of the Singapore International Arbitration Centre) by one or three arbitrators appointed in accordance with said Rules. Discovery will be reasonably limited according to the amount in dispute. If a party unreasonably delays in submitting to binding arbitration, then the other party may commence litigation in a court of competent jurisdiction specified in this Section 17. Litigation or arbitration shall be commenced solely in the parties’ respective individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. Each of the parties waives its right to a jury trial. Each party will bear its own costs in dispute resolution including attorney fees, except to the extent that a court or arbitrator awards costs to one party. All Dispute negotiations will be confidential settlement negotiations that are inadmissible as provided by applicable rules of evidence in litigation. The English version of any documents shall control and all communications shall be in English. The parties consent to the sole, exclusive personal jurisdiction, choice of law (without regard to conflicts of law principles) and venue for all meetings, hearings, or proceedings as follows: if Seller is Ambiq Micro Inc.: City of Austin, Travis County, State of Texas, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any Order, Order Document, or any sale of Products to Buyer.

17. FORCE MAJEURE. Seller shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a Force Majeure event or other circumstances beyond Seller’s reasonable control, including, but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any natural disaster, fire, flood, earthquake, explosion, terrorist acts or Act of God. In the event of a shortage of components, Seller may, at its sole discretion, allocate component production and deliveries.

18. MISCELLANEOUS. 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 of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both parties. This Agreement may be executed in multiples of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement. This Agreement and all other matters arising hereunder shall be governed by the laws of the State of Texas without giving effect to any choice of law or conflict of law principles. Any action or proceeding relating to this Agreement or any other document will be brought and tried only in a State or Federal court located in Travis County, State of Texas. Seller shall not be liable for any defect in Buyer’s product, including but not limited to those that would have been detected if Buyer had adequately tested its product.