TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Agreement") constitute the entire agreement between FormFactor, Inc., or its affiliate identified on the quotation or other document referencing this Agreement ("Seller"), and you ("Buyer") upon which Seller agrees to sell, and Buyer agrees to purchase, the goods ("Products") or services ("Services") (collectively, "Deliverables") that are identified in Buyer's purchase order or similar document. Any acceptance by Seller to sell the Deliverables is expressly conditioned upon the terms of this Agreement and the exclusion of all other terms. A Buyer's purchase order, acknowledgment or other writing which purports to expand, alter, or amend the terms of this Agreement is rejected. Buyer and Seller are herein collectively referred to as "Parties" and separately as "Party". This Agreement may only be waived or modified by a written document signed by an authorized representative of each Party.

1. Purchase Orders. Buyer shall initiate all orders and change orders for Deliverables by submitting a written purchase order submitted to Seller. If Buyer issues an override instruction ("Instruction") and Seller expressly accepts it (in whole or in part), such Instruction together with the pricing, specification and other terms for the applicable Products or Services set forth in the applicable quotation constitutes an order for purposes of this Section 1 and Section 6 (Change or Cancellation of Order). Seller has no obligations under any purchase orders or Instructions that are not expressly accepted by Seller through an order acknowledgment or written acceptance, as applicable. Seller may partially accept orders, which shall not constitute acceptance of the entire order. Buyer must issue a subsequent purchase order for the same Products or Services within 30 days of Seller's written acceptance of the Instruction. If Buyer fails to do so, Seller may stop production and cancel the order on Buyer's behalf, and Buyer will be subject to the cancellation charges in Section 6.

2. Products. Products may include: standard Products; custom Products made for specific Buyer device designs or requirements; and refurbished Products identified as such in Seller's quotation.

3. Services. Services may include: Product installation, repairs and maintenance, Product use trainings and certification programs, or other services specifically identified in Seller's quotation. Repairs to Products still covered under an existing warranty will be subject to the existing warranty terms. Services provided by High Precision Devices, Inc. (HPD) for Advanced Cryogenics Lab testing will be governed by the "Terms and Conditions For Test Services" (such document and any subsequent versions or updates to such terms and conditions, as provided by Seller in the Seller's quotation or other materials).

4. Shipment and Delivery. Products shall be suitably packed for shipment using Seller's standard packaging and delivered to Buyer or its carrier agent EXW Seller's designated location (Incoterms 2020), except as otherwise agreed by the Parties in writing. Title to the Product(s) transfers upon tender of delivery to the carrier for shipment. Seller is not responsible for any delays by carriers. All delivery dates are estimates and will be stated in the order acknowledgment, unless otherwise mutually agreed in writing (each an "Estimated Delivery Date"). Seller shall make reasonable efforts to meet the Estimated Delivery Date. Buyer shall inspect Products upon receipt. If Buyer does not notify Seller in writing within 10 days after its receipt of any nonconforming Products, the Products are deemed accepted by Buyer, without waiving any Product warranties. If Buyer notifies Seller of nonconforming products, Seller shall, in its sole discretion, either replace, repair, or refund the prorated purchase price with respect to the Products.

5. Repair Timing Estimates. All communicated Service timings, if provided (whether posted on Seller website, in the order acknowledgement or otherwise), are estimates, unless otherwise mutually agreed in writing.

6. Change or Cancellation of Order.

   6.1 Standard and Refurbished Products. Buyer may cancel a standard Product or refurbished Product order without cancellation charges if the cancellation is made more than 30 days before the Estimated Delivery Date. Order cancellations within 30 days of the Estimated Delivery Date will be subject to cancellation charges equal to 50% of the total order value.

   6.2 Custom Products. Buyer may cancel a custom Product order (for example: production probe card products, custom engineering probes (often designated with "SP" code in Seller's quotation), and custom stations and systems order (often designated with "SQ" code in Seller's quotation)) subject to a cancellation charge based on the percentage of order completion, not to exceed cost incurred. Orders for such production probe cards and custom engineering probes in the final assembly and test stage are non-cancellable. Orders for such custom stations and systems within 30 days of the Estimated Delivery Date are non-cancellable.

   6.3 Delivery Postponement. Any request by Buyer for postponement of delivery is subject to Seller's written approval at its discretion and may be subject to a rescheduling fee.

   6.4 No Cancellation for Services. Services cannot be cancelled by Buyer after (i) the Seller has accepted and acknowledged the applicable purchase order, or (ii) the Service has begun.

7. Payment Terms. Buyer agrees to pay to Seller the purchase price, and any license fees, for the Deliverables set forth in the accepted purchase order. Except as otherwise stated in the applicable Seller quotation or invoice, terms of payment are cash upon delivery,

or 30 days on approved credit. All invoices not timely paid shall be subject to a late payment charge at the lesser amount of 1.5% monthly or the maximum interest rate allowed by law. If, at any time, Seller believes that Buyer's financial condition has changed, Seller may require payment upon or in advance of delivery, and Seller may delay performance until receiving such payment. Prices are exclusive of taxes, insurance, tariffs, duties or similar items, which are Buyer's responsibility, except as expressly agreed in writing. Seller reserves the right to adjust prices at any time, without prior notice to Buyer, to reflect increases or changes in any and all applicable taxes, duties, tariffs, or other governmental charges.

8. Software. All software, whether as stand-alone Products, embedded, or installed in Products, or included as part of Services, are licensed, and not sold, under the terms of Seller's standard license agreement for such software. Software is solely for use with the Deliverables and may not be copied except as expressly permitted by a separate license agreement with Seller. All licenses are non-transferable and non-sub-licensable.

9. Intellectual Property. Neither Party grants or confers upon the other Party or other entities any ownership, interest, right, or license, express or implied, in or to any intellectual property of a Party, except that Seller grants Buyer the limited license implied under law for Buyer to use the Deliverables sold hereunder for the normal and reasonably intended use of such Deliverables. Buyer shall not, and shall not permit others to, copy, reverse engineer, decompile, or disassemble any Deliverables or parts thereof.

10. Confidentiality. Deliverables and associated documents contain Confidential Information of Seller. Buyer agrees to preserve the confidentiality of such information and not to use or disclose such Confidential Information except internally for Buyer's utilization of the Deliverables. Buyer shall not transfer Products or assign rights to Services to a third party without Seller's prior written consent, which shall not be unreasonably withheld. "Confidential Information" means non-public information in any form or object that is disclosed by or on behalf of Seller or its affiliate(s) to Buyer or its affiliate or agents (1) which is marked as confidential, or (2) which a reasonable person in light of the circumstances would understand to be confidential.

11. Limited Product Warranties. Subject to Buyer's compliance with this Agreement, Seller warrants to Buyer as follows:

11.1 Probe Cards. The production probe card types listed in the table below are warranted to be free of defects in material and workmanship for the earlier of 12 months after shipment or the number of touchdowns completed as specified below, unless otherwise stated in the applicable quotation:

Probe Card Type	Number of Touchdowns
PH, TrueScale Series (T11 springs)*	500,000
Matrix (T11 springs)*	250,000
Apollo, Altius*	500,000
IntelliFusion /TouchFusion*	100,000
Takumi, CIS (T11 & T3 springs)*	500,000

*Number of Touchdowns is based on room temperature only.

Pyramid membrane probe cards are warranted to be free from defects in material and workmanship for 12 months after shipment.

11.2 Analytical and Cryogenic Probes. Analytical and cryogenic probes are warranted to be free of defects in material and workmanship for 90 days after shipment.

11.3 Probe and Cryogenic Systems. Probe and cryogenic systems are warranted to be free from defects in material and workmanship for the earlier of 15 months after shipment, or 12 months after installation. Parts and accessories purchased separately are warranted to be free of defects in material and workmanship for 90 days after shipment.

11.4 Software. For a period of fifteen (15) months after shipment, or twelve (12) months after the date of installation, whichever occurs first, software developed by Seller is warranted to be capable of performing the functions described in the standard Seller user manual delivered with the software.

11.5 Refurbished Products. Refurbished probe systems are warranted to be free from defects in material and workmanship for the earlier of 15 months after shipment, or 12 months after installation. Refurbished thermal systems included in refurbished Products are warranted to be free of defects in material and workmanship for the earlier of 6 months after shipment or 3 months after installation. Buyer acknowledges that residual contaminants may exist in refurbished Products, and that Seller has no liability for damage or injury resulting therefrom.

11.6 Warranty Exclusions. Seller's warranty of Products shall not apply where: (a) the claimed nonconformity arises from wear and tear (except for warranties that are expressly measured by Product use); (b) the Product has been used or misused outside the scope of the designed use; (c) the Product has been subjected to abnormal operating or environmental conditions, or has not

been used in conformity with applicable Seller documentation; (d) the Product has been modified, or incorporated with items, not approved by Seller; or (f) the Product has not been properly installed, serviced, used or maintained. Warranties are exclusive to Buyer as the original purchaser.

11.7 Repair Service Warranties. Seller warrants that any repair Service performed will be free from defects in workmanship for a period of 90 days from the date of repair.

11.8 Warranty Service. Warranty claims are not valid unless Buyer gives Seller detailed written notice within the warranty period. For valid warranty claims, Seller shall, in its sole discretion, either replace, repair, or refund the prorated purchase price with respect to the Deliverables. Replacement Products or components may be new or refurbished items. Seller warrants the repair or replacement items to be free from defects in material and workmanship for the remainder of the original warranty. Any refunds for production probe cards shall be prorated based upon the remaining life of the Product. Buyer will use Seller's standard RMA process.

11.9 No Other Warranties; Disclaimer. The warranties set forth above are in lieu of all others, and Seller specifically disclaims any and all other warranties, whether express, implied or statutory, including, but not limited to, any implied warranties of noninfringement, fitness for a particular purpose, or merchantability. No person is authorized to make any other warranty or representation concerning the Deliverables other than as provided in this Agreement, or as expressly set forth in Seller's quotation for the Deliverables with reference to this section of this Agreement.

11.10 Warranty Notice. The liability of Seller and Buyer's exclusive remedy under these warranties is limited to Section 11.8 (Warranty Service) above, and is subject to: (a) Buyer's detailed notification to Seller in writing of the non-conformance within the warranty period, (b) Buyer obtaining prior authorization from Seller to return the non-conforming Deliverables, and (c) the non-conforming Deliverables being returned to Seller freight and insurance prepaid.

12. Indemnification. If notified promptly in writing and given authority, information, and reasonable assistance for defense and settlement, Seller shall indemnify Buyer for any damages and costs finally awarded against Buyer to the extent it is based on a claim that the Deliverables furnished hereunder, and in the form delivered by Seller, infringes a patent of any third party that has been issued as of the date of sale of such Deliverables. If any such claim is brought or appears to Seller likely to be brought, or use of the Deliverables by Buyer is enjoined, Seller may, at its own expense and option, (a) procure for Buyer the right to continue using such Deliverables; (b) replace such Deliverables with a non-infringing product or service which does not substantially reduce the material functions of the alleged infringing Deliverables; or (c) modify such Deliverables so it becomes a non-infringing product or service. The foregoing states the sole responsibility of Seller, and Buyer's sole remedy, for intellectual property infringement claims relating to Deliverables, and is subject to the limitations set forth below.

    Notwithstanding the foregoing, Seller shall not be liable for, and Buyer shall defend and indemnify Seller against, any claims (1) of infringement of patents or other intellectual property rights of others, arising from (i) Seller's compliance with Buyer's written designs, formulae, processes, specifications, or instructions, (ii) Buyer's modification of the Deliverables where the modification gives rise to the intellectual property right claim, (iii) any expense or loss from a claim that any product or service sold or licensed by Buyer, which is tested with the Deliverables, is defective in design or manufacture and/or (iv) the use of the Deliverables in combination with any technology, design, process, software, hardware, intellectual property or other property not provided by Seller, where the combination gives rise to the infringement; or (2) arising from Buyer's breach of any representation, warranty or covenant contained in this Agreement, including but not limited to the breach of any obligations with respect to export control laws.

13. Limitations of Liability. In no event shall either Party be liable for any indirect, special, punitive or consequential damages of any nature or kind whatsoever, including but not limited to, loss of profits or other economic loss arising out of or relating to the provision of Deliverables by Seller, or Buyer's use or distribution thereof, the procurement of alternative products or services, or claims of Buyer's customer or any third party, even if a Party has been advised of the possibility of such damages. In no event shall a Party's liability to the other Party exceed the price paid by Buyer for the Deliverables that gave rise to the liability, except for liability under Sections 10 and 12. Except as set forth in Section 12, Seller shall not be liable for any third-party claims. No action, regardless of form, arising out of this Agreement or Deliverables provided hereunder may be brought by either Party more than one year after the occurrence giving rise to the claim, except for non-payment of invoices.

14. Compliance with Laws. The Deliverables may be subject to U.S. and other applicable customs, export, and sanctions laws (collectively, "trade laws") and regulations governing the import, use, export, re-export, and transfer of Deliverables and technology. The Parties shall comply with such trade laws and shall obtain all required U.S. and other applicable authorizations, permits or licenses. Buyer represents and warrants that it will not (i) export, re-export, transfer, or resell Deliverables to any person or entity sanctioned or designated under any trade laws maintained by the United States, the European Union, and other applicable jurisdictions, or (ii) directly or indirectly cause Seller to violate any trade laws. Additionally, each Party agrees that it will comply with all applicable laws and regulations in the course of its performance hereunder. Each Party agrees to take action reasonably required to support

compliance with applicable laws governing the protection of personal data. Buyer shall not sell, export, deliver or otherwise provide the Deliverables to or for use in an embargoed country or territory of destination under U.S., E.U., and other applicable laws, which includes but is not limited to Russia under Article 12g of Council Regulation (EU) No 833/2014. Buyer shall take appropriate measures, including maintaining an adequate monitoring mechanism, to ensure its customers and those within its supply chain do not violate this provision. Upon Seller's request, Buyer shall promptly provide Seller with information regarding Buyer's compliance with this provision and shall notify Seller about any actual or suspected violation(s). Seller may refuse to ship Deliverables without any liability or obligation to Buyer for any costs, losses, or damages arising from such non-shipment if (i) Buyer or any party relating to the Deliverables becomes subject to sanctions or export restrictions; (ii) the Deliverables would require an unobtained export license; or (iii) fulfillment would violate export control or sanctions laws. Buyer shall not be entitled to any reimbursement or compensation unless expressly agreed by the Parties in writing.

15. Force Majeure. Neither Party shall be liable for any delay, or failure in performance whatsoever, other than non-payment, due to acts of war, terrorism, sabotage, riots, labor dispute, accident, fire, explosion, earthquake, flood, or other act of God, transportation difficulties, shortage of labor, fuel, raw materials, tools, dies or equipment, or technical or yield failure, or other occurrences beyond a Party's reasonable control. In addition, Seller may suspend its performance under this Agreement to the extent required by applicable export or sanctions laws.

16. General. This Agreement is made under and governed by the laws of the State of California, without regard to its conflict of laws provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 is expressly excluded. Buyer and Seller agree and submit to the exclusive jurisdiction and venue in the state or federal courts having jurisdiction in Santa Clara County, California, except that Seller may bring any suit involving payment obligations or other action hereunder in any court of competent jurisdiction where Buyer is domiciled. If any part of this Agreement is deemed unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. No right or interest under this Agreement may be assigned by either Party without the other Party's prior written consent. A Party shall have the right to terminate this Agreement or the applicable order without liability to the other Party if the other Party becomes insolvent or subject to bankruptcy or similar proceedings. Any delay or failure by a Party to pursue any and all of its remedies upon a breach by the other Party is not to be construed as a waiver of the non-breaching Party's rights under this Agreement or applicable law. This Agreement may not be waived or modified except in a mutually signed writing. If Seller initiates legal proceedings to collect amounts owed under this Agreement, Buyer shall pay Seller's reasonable attorney's fees and costs. The rights and obligations, which by their nature extend beyond the termination of the term of the Agreement , shall survive such termination.