

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 or services ("Products") that are identified in Buyer's purchase order or similar document. Any acceptance by Seller to sell the Products 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. 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 Products with a written purchase order submitted to Seller that identifies the Products. Seller shall have no obligations relating to purchase orders that are not expressly accepted by Seller through issuance of an order acknowledgment. Seller may partially accept orders, which shall not constitute acceptance of the entire order.
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. 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 2010), 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.
4. Change or Cancellation of Order.
 - 4.1 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.
 - 4.2 Custom Products. Buyer may cancel a custom Product order (production probe card products, custom engineering probes, and custom stations and systems) subject to a cancellation charge based on the percentage of order completion, not to exceed cost incurred. Orders for production probe cards and custom engineering probes in the final assembly and test stage are non-cancellable. Orders for custom stations and systems within 30 days of the Estimated Delivery Date are non-cancellable.
 - 4.3 Delivery Postponement. Any request by Buyer for postponement of delivery is subject to Seller's approval at its discretion and may be subject to a rescheduling fee.
5. Payment Terms. Buyer agrees to pay to Seller the purchase price, and any license fees, for the Products 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.
6. Software. All software, whether as stand-alone Products, embedded, or installed in Products, are licensed, and not sold, under the terms of Seller's standard license agreement for such software. Software is solely for use with the Products 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.
7. 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 Products sold hereunder for the normal and reasonably intended use of such Products. Buyer shall not, and shall not permit others to, copy, reverse engineer, decompile, or disassemble any Products or parts thereof.
8. Confidentiality. Products 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 Products. Buyer shall not transfer Products 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 to Buyer or

its affiliate or agents which is marked as confidential, or which a reasonable person in light of the circumstances would understand to be confidential.

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

9.1 Probe Cards and Probes. 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 delivery or the number of touchdowns completed as specified below, unless otherwise stated in the applicable quotation:

Probe Card Type	Number of Touchdowns
PH Series	500,000
Matrix	250,000
SoC	500,000

Membrane probe cards are warranted to be free from defects in material and workmanship for 12 months after delivery. Analytical probes are warranted to be free of defects in material and workmanship for 90 days after delivery.

9.2 Probe Systems. Probe systems are warranted to be free from defects in material and workmanship for the earlier of 15 months after delivery, 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 delivery.

9.3 Software. For a period of fifteen (15) months after delivery, 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.

9.4 Refurbished Products. Refurbished probe systems are warranted to be free from defects in material and workmanship for the earlier of 15 months after delivery, 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 delivery 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.

9.5 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 Product.

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.

9.6 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.

9.7 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 Product(s) other than as provided in this Agreement, or as expressly set forth in Seller's quotation for the Product(s) with reference to this section of this Agreement.

9.8 Warranty Notice. The liability of Seller and Buyer's exclusive remedy under these warranties is limited to the Warranty Service set forth in this Agreement, 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 Product, and (c) the non-conforming Product being returned to Seller freight and insurance prepaid.

10. 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 Product 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 Product. If any such claim is brought or appears to Seller likely to be brought, or use of the Product by Buyer is enjoined, Seller may, at its own expense and option, (a) procure for Buyer the right to continue using such Product; (b) replace such Product with a non-infringing product which does not substantially reduce the material functions of the alleged infringing

Product; or (c) modify such Product so it becomes a non-infringing product. The foregoing states the sole responsibility of Seller, and Buyer's sole remedy, for intellectual property infringement claims relating to Products, 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 Product where the modification gives rise to the intellectual property right claim, (iii) any expense or loss from a claim that any product sold or licensed by Buyer, which is tested with the Product, is defective in design or manufacture and/or (iv) the use of the Product 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.

11. 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 Product(s) by Seller, or Buyer's use or distribution thereof, the procurement of alternative product(s), 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 Product(s) that gave rise to the liability, except for liability under Sections 8 and 10. Except as set forth in Section 10, Seller shall not be liable for any third-party claims. No action, regardless of form, arising out of this Agreement or Products 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.

12. Compliance with Laws. The Products may be subject to U.S. and other applicable export control laws and regulations governing use, export, re-export and transfer of Products and technology. The Parties shall comply with such export control 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 Products to any person or entity barred by the U.S. Government from participating in export activities (collectively, "Denied Persons"), or (ii) directly or indirectly cause Seller to violate any export control laws. Denied Persons include, but are not limited to, those individuals or entities listed on the U.S. Bureau of

Industry and Security's Lists of Parties of Concern available on its website. 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.

13. 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.

14. 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.