Terms and Conditions of Sale

1. BINDING, EXCLUSIVE AGREEMENT.
These Terms and Conditions of Sale ("**Agreement**") apply to any sale or transfer of Product(s) by Silicon Labs to Buyer. Buyer accepts and agrees to be bound by this Agreement by: (i) ordering based on a Silicon Labs' price quote or (ii) accepting or paying for Products. Silicon Labs objects to and rejects any additional or different terms or conditions in any form 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. Silicon Labs' 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.

2. CUSTOM AND CUSTOMER-SPECIFIC PRODUCTS.
All drawings design or specifications for Custom Products must be mutually agreed upon in a written document signed by both parties and will be made a part of the Order Documents as a condition to any obligation of Silicon Labs. Orders for Custom Products are non-cancellable. Other than for Products rejected and returned under Section 6, if Buyer cancels, reschedules or rejects any Delivery of Custom Products, in whole or in part, Buyer will pay the full purchase price for the quantity of Custom Products stated in the Order. At the point at which a Standard Product has been programmed, marked or labeled to Buyer's specifications and can no longer be sold to a different customer, it becomes a Customer-Specific Product. Orders for Customer-Specific Products will be marked as NCNR in the Order Document, in which case Orders are non-cancellable. Other than for Products rejected and returned under Section 6, if Buyer cancels, reschedules or rejects any Delivery of Customer-Specific Products, in whole or in part, Buyer will pay the full purchase price for the quantity of Custom Products stated in the Order.

3. PAYMENT; SECURITY.
Prices are quoted in U.S. Dollars and all invoices are due and payable in full by Buyer in U.S. Dollars the earlier of (i) net 30 days after the date of invoice or (ii) the due date in an Order Document. Silicon Labs' pricing and cost structure are confidential and not subject to audit. Unless otherwise noted, quotes expire three months from their date of issuance. In the case of unforeseen increases in Silicon Labs' costs, Silicon Labs may require renegotiation of pricing for Products not yet Delivered by giving notice to Buyer of such price renegotiation and Silicon Labs' proposed new pricing. Interest will accrue on all past due amounts at the lesser of 1.5% per month or the maximum rate allowable by applicable law. Buyer will pay for all Products Delivered. For Products Delivered in installments, Buyer

will pay separately for each installment. Silicon Labs may, without incurring any Silicon Labs liability, suspend or cease any Delivery and/or cancel any Orders if Buyer is in breach of this Agreement or an Order, or if Silicon Labs determines, in its sole judgment, that there is a risk that Buyer will not fulfill its obligations. Silicon Labs may require that Buyer make full or partial payment in advance, provide certain security or satisfy other conditions. Silicon Labs may enforce its rights under this Section without prior notice or demand and without proceeding under Section 23.

4. ORDER PLACEMENT.

All orders and requested changes to orders are subject to acceptance by Silicon Labs, which acceptance will be (i) through Silicon Labs' written order acceptance sent to Buyer, (ii) by Delivery, or (iii) through electronic acceptance by Silicon Labs by mutually agreed upon methods. Silicon Labs reserves the right in its sole discretion to reject any order given by Buyer regardless of whether Silicon Labs gave Buyer a price quote. The minimum Order amount will be in Silicon Labs' suggested tube, tray, or tape and reel quantities for each separate Product ordered. As to each Order, Silicon Labs may deliver 5% more or less (+/-5%) than the quantity ordered, and such quantity will be accepted in compliance with and in full satisfaction of the Order, and Buyer will pay for the actual quantity Delivered.

5. DELIVERY.

Delivery of Products will be EX WORKS (EXW) Seller's Plant (INCOTERMS 2020). Expected Ship Dates are estimates and subject to change. Silicon Labs will have no liability to Buyer or any third party with regard to any delay in Delivery, regardless of the reason.

6. ACCEPTANCE; REJECTION.

Conditioned upon providing prompt notice within 10 days after Delivery, Buyer may reject any Products that do not conform to the applicable Order Documents with respect to identity or marking. Any Product that is not properly rejected by Buyer in accordance with this Section is deemed irrevocably accepted. A Product may not be rejected and shall be deemed accepted: (i) if it is not in its original condition; (ii) if Silicon Labs determines it has been subjected to operating or environmental conditions in excess of limits established in the applicable specifications or has been subjected to static, failure to ground properly, accident, mishandling, damage, misuse, abuse, neglect, alteration, improper or unauthorized testing, installation or repair.

7. CANCELLATION, RESCHEDULING.

Buyer may only cancel an Order for Standard Products, in whole or in part, by delivery of written notice to Silicon Labs at least 90 days before the then-current Expected Ship Date. For a partial cancellation of an Order that satisfies the notice requirements, the price will be adjusted based on the remaining quantities. Silicon Labs has the right to cancel an Order at any time if Buyer becomes insolvent or if voluntary or involuntary proceedings are commenced as to Buyer under any bankruptcy or insolvency law, or upon default or breach by Buyer of the Agreement or applicable law. After receipt of a Claim relating to the Products, Silicon Labs may terminate without liability to Silicon Labs any Order as to any or

all Products not Delivered. Buyer may request a one-time reschedule for up to 30 days after the Expected Ship Date, by a written notice received at least 30 days before the then-current Expected Ship Date. If Products are ordered under non-cancelable, non-returnable ("NCNR") terms, as specified in the Order Documents, then no Orders may be canceled by Buyer for any reason, no delivery dates may be rescheduled, and non-defective Products may not be returned for any reason.

8. TAXES.

All sales, use, value added, property, transfer, excise or other taxes, assessments, fees, and charges applied by any Government to the Products or their sale, delivery, shipment or use will be added to the purchase price of the Products and will be paid by Buyer, except to the extent that Buyer provides Silicon Labs with an acceptable tax exemption certificate. Where applicable, Buyer will provide Silicon Labs with an exemption certificate in accordance with applicable laws and regulations and in form and substance satisfactory to Silicon Labs. If there are withholding taxes payable with respect to the Buyer's payments to Silicon Labs, Buyer shall nevertheless pay Silicon Labs the full amount due on the invoice, and also pay the amount of the withholding tax due to the proper taxing authority, providing to Silicon Labs evidence of any such payment upon request.

9. INTELLECTUAL PROPERTY RIGHTS IN SOFTWARE.

Unless provided otherwise in a separate written license agreement between Silicon Labs and Buyer (including a license agreement executed by Buyer by clicking "Accept" on a click-through or other online license), the following terms apply to Software (including firmware in all references to "software", unless stated otherwise) and documentation provided or made available to Buyer in connection with Products:

9.1 To the extent Software is installed or embedded in or furnished with Products, Silicon Labs grants Buyer a nonexclusive, non-assignable license to use and distribute Software in machine-readable form, only in combination with or as part of the Product for which the Software has been provided and solely to the extent necessary for the normal and intended uses of such Products. No rights or licenses with respect to any software source code are granted to Buyer. Silicon Labs grants Buyer a nonexclusive license to use and distribute non-confidential documentation with the Product for which the documentation has been provided and only one copy for each such Product. Buyer will reproduce all of Silicon Labs' (or its licensor's) copyright notices and other proprietary legends in the software and on copies thereof.

9.2 With respect to Products, Software, documentation, and portions thereof, Buyer is not authorized to and agrees that it will not: (i) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, ideas, technology or algorithms, except to the extent expressly authorized by statutory law; (ii) modify or create derivative works; (iii) remove or alter any proprietary markings or notices; or (iv) merge, link or incorporate Software into any other software. Should Buyer create any modifications or derivative works of Products, Software, documentation or a portion thereof, Buyer

irrevocably assigns and agrees to assign all right, title and interest in any such modifications or derivative works to Silicon Labs. Buyer's rights under this Agreement are conditional upon Buyer not performing any actions that may require any Software, Products and/or any derivative work thereof, to be licensed under open source software license terms that may, for example, require disclosing source code, granting a license under intellectual property rights, such as granting a permission to develop derivative works, or granting other rights or assuming responsibilities commonly associated with open source software.

9.3 If Buyer is in default of any of the terms herein, Buyer's license to Software and documentation will automatically terminate. Buyer shall indemnify Silicon Labs against and hold Silicon Labs harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 9 and Buyer shall reimburse all costs and expenses incurred by Silicon Labs in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

9.4 To the extent that Software and/or documentation is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such Software and/or documentation, and all references to "sale" or "sold" of any Software or documentation shall be deemed to mean a license. Except for those rights specifically granted in this Section 9 in connection with Software and documentation: (i) Silicon Labs and its suppliers reserve all right, title and interest, together with all intellectual property rights thereto, in all Software and documentation provided or made available to Buyer, and (ii) no other express or implied license, right or interest in or to any patent, patent application, copyright, trade secret, trademark, trade name, service mark or any other intellectual property right is granted hereunder.

9.5 Any open source software included in the Software is not licensed or warranted under the terms of this Agreement, but is instead licensed under the terms of applicable open source license(s), such as the BSD License, Apache License or the Lesser GNU General Public License. In no event will Buyer cause the Software to become subject to the terms of an Excluded License. Buyer is solely responsible for obtaining any necessary third-party approvals and any licenses for any necessary essential patents for their use in connection with Products or Software that Buyer incorporates into Buyer's system or software (whether as part of the Software or not).

9.6 Neither the sale of any of the Products, nor any terms of this Agreement, shall be construed as conferring any right, license or immunity: (i) under any intellectual property rights to any combination, machine, or process in which Products might be used, or to any modifications of Products, Software, or documentation; (ii) with respect to any trademark, trade or brand name, corporate name, or any other name or mark, or contraction, abbreviation or simulation thereof; (iii) under any intellectual property rights covering an industry standard set by a standard setting body or agreed to between at least two companies; or (iv) under any intellectual property rights with respect to which Silicon Labs

has informed Buyer or has published a statement that a separate license has to be obtained or that no license is granted or implied.

9.7 With respect to any Software licensed to Buyer pursuant to the terms of a separate license executed or accepted by Buyer when Buyer downloaded the Software, including but not limited to a Micrium Commercial License, embedded software or Z-Wave development kit license, Buyer's use of such Software is subject to the terms and conditions of such license, and the terms of such license shall supersede any conflicting terms in this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS IN PRODUCTS.
10.1 Subject to Sections 16 and 17, Silicon Labs will defend or settle valid Claims by third parties that Standard Products or Customer-Specific Products as delivered directly infringe any third party's U.S. or European Community copyrights, trademarks or integrated circuit patents, excluding claims directed to manufacturing equipment, processes, Software or foundry services. For those Claims defended by Silicon Labs as provided herein, and subject to Sections 16 and 17 Silicon Labs will reimburse Buyer for the portion of the settlement or the judgment finally awarded by a court of competent jurisdiction which is directly attributable to Silicon Labs' infringement as described above.

10.2 Silicon Labs' duties under Section 10.1 are each conditioned upon Buyer providing Silicon Labs: (i) prompt written notification of the Claim; (ii) all information and assistance reasonably helpful in defending the Claim; and (iii) the sole and full authority to defend or settle the Claim and any related proceedings. Silicon Labs shall have no duties or obligations to Buyer under Section 10.1 if the claim is made more than three (3) years after the date of Delivery of the Product to Buyer.

10.3 Silicon Labs shall have no duties or obligations to Buyer under Section 10.1 where: (i) the infringement arises out of technology, IP, or requirements provided by Buyer or Buyer's Customers or a combination or modification of the Product with hardware, software, technology, IP, or other materials not provided by Silicon Labs; (ii) Buyer's use of the Product is unauthorized under Section 17 or is not normal or intended according to the Specifications; (iii) to the extent that any such claim arises from Buyer's use, sale, offer for sale or importation of the Product after Silicon Labs' notice to Buyer that Buyer should cease any such activity because the Product is, or is reasonably likely to become, the subject of a claim of infringement; (iv) for any costs or expenses incurred by Buyer without Silicon Labs' prior written consent; (v) to the extent that the claim is based on any Excluded License; (vi) to the extent that any such claim arises from any infringement or alleged infringement of third party's intellectual property rights covering an industry standard set by a standard setting body or any other standard-essential patent, or from Buyer's use of a Product to enable the implementation of such industry standard; (vii) the infringement arises out of Software; or (viii) for infringement of any third party's intellectual property rights with respect to which Silicon Labs has informed Buyer or has published a statement that a separate license has to be obtained or that no license is granted or implied. If legal

action is brought against Silicon Labs because of the occurrence of one of the events specified in subsections (i), (ii) or (iii) above or because Custom Products have been designed or marked to Buyer's specifications, Buyer shall defend Silicon Labs and reimburse Silicon Labs for all damages and costs awarded against Silicon Labs, including its reasonable attorneys' fees. For Custom Products designed or marked to Buyer's specifications, Buyer grants Silicon Labs a limited royalty-free, worldwide license under all IP rights of Buyer to provide such Custom Products to Buyer.

10.4 This Section 10 sets out Buyer's sole remedy, and Silicon Labs' sole and exclusive liability, with respect to Silicon Labs' infringement of IP rights.

10.5 As between Buyer and Silicon Labs, Silicon Labs owns and retains all IP in, relating to, or arising from or with respect to each Product, whether or not such Product is a Custom Product or a Product developed to specifications furnished by Buyer. Other than the Software license above, Silicon Labs does not grant, convey, or confer any ownership, interest, right, or license, express or implied, in or to any IP of Silicon Labs. Silicon Labs 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. RETURNS.

For Products returned under Sections 6 and 12, Buyer shall afford Silicon Labs a reasonable opportunity to inspect the Products and any return shall comply with Silicon Labs' Return Materials Authorization ("RMA") procedures. Remedies are conditioned upon Buyer giving prompt written notice to Silicon Labs within the applicable period, specifying the affected Product and the defect or nonconformance and returning all affected Products to Silicon Labs DAP (INCOTERMS 2010) to the location specified by Silicon Labs promptly after such notice. Silicon Labs will reimburse Buyer for the reasonable transportation charges of such returns.

12. LIMITED WARRANTIES; EXCLUSIVE REMEDIES.

Silicon Labs warrants to Buyer that, during the Warranty Period, Standard Products and Customer-Specific Products (i) are free from material defects in materials and workmanship and (ii) materially conform to the Specifications. This warranty does not apply to Custom Products, Nonstandard Products or Software, or to Products that Silicon Labs determines: (i) have been modified or damaged in any way by Buyer or a third party (ii) have been packaged, stored or shipped contrary to Silicon Labs' Specifications, (iii) have been subjected to Unauthorized Uses under Section 17, or (iv) Products for which an "end of life" notice has been given and which are purchased by Buyer in a "last time buy" opportunity, all of which Products are provided "AS IS", without warranty of any kind, and cannot be returned to Silicon Labs for any reason. Silicon Labs does not warrant against interference with your use of the Products, that the operation of the Products will be uninterrupted or error-free, or that defects in the Products will be corrected. Silicon Labs' sole and exclusive liability and Buyer's sole and exclusive remedy will be for Silicon Labs (at Silicon Labs' option and conditioned upon Buyer's compliance with the requirements of

this Section) as to the affected Products: (i) to refund the purchase price paid; (ii) to deliver to Buyer a replacement; or (iii) to repair such Product. This warranty and any remedy extend to Buyer only and Silicon Labs has no liability to any of Buyer's Customers, users or any other third party. Except for this limited warranty, to the fullest extent permitted by law, Silicon Labs 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. Custom Products, Nonstandard 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. Silicon Labs does not warrant and disclaims that Products or Software are free from defects that could cause vulnerability to cyber-attack, data breach, loss of data, or privacy violations. The warranty obligations of Silicon Labs and the remedies of Buyer set out in this Section 12 are the sole and exclusive obligations of Silicon Labs 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. No obligation or liability will arise out of Silicon Labs' rendering of advice or service in connection with Buyer's purchase of the Products or any repair or replacement of a Product. Silicon Labs does not warrant that Product security measures are incapable of being compromised or circumvented. Product performance and security measures may be affected by use with third- party products or services that are beyond Silicon Labs' control. Silicon Labs is not responsible for damages and losses due to the operation of third -party products and services. Buyer accepts full responsibility for all risks that Buyer or Buyer's property may be harmed by third-party products and services. No warranties will apply after the expiration of the Warranty Period. Silicon Labs does not offer any warranties of any kind, and expressly disclaims all implied warranties, on services provided by Silicon Labs which are ancillary to the purchase of Products by Buyer including, but not limited to, Software 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 Silicon Labs has advised or assisted Buyer with such or testing. Silicon Labs 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. All of the preceding exclusions from Silicon Labs' liability and limitations on Silicon Labs' warranties are applicable even if Silicon Labs was aware, or should have been aware, of foreseeable damages or particular risks to Buyer.

13. PROVISIONS RELATED TO ENHANCED SECURITY PRODUCTS.
13.1 Silicon Labs may from time to time and in its sole discretion develop and install updates to Enhanced Security Products, which may include firmware upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, "Updates"). Updates may be installed during or after the manufacturing process, including remotely through a connection to the Internet, a device management service or other communications interface. Buyer acknowledges that such connections provide the opportunity for unauthorized third parties to circumvent security precautions and gain access to Products,

including Enhanced Security Products, Buyer's data, and/or Buyer's end users' data. Accordingly, while Silicon Labs endeavors to implement appropriate security measures in Enhanced Security Products, Silicon Labs cannot and does not guarantee the privacy, security, or authenticity of any information transmitted through or stored in any Enhanced Security Product. Buyer agrees to implement its own security measures to further secure the Product(s) and prevent such unauthorized access by third parties.

13.2 Buyer is solely responsible for securing, protecting and backing up all Buyer data or Buyer's Customers' data stored in or accessed by Enhanced Security Products in a manner that will provide appropriate security and protection, which might include use of encryption to protect Buyer's or Buyer's Customers' data from unauthorized access.

14. DATA COLLECTION.

To the extent that Products collect, store or transfer Personal Information, Silicon Labs may use such Personal Information for its own internal purposes, including marketing Products to the user. Silicon Labs will not sell Personal Information to third parties. Silicon Labs will not be liable to Buyer or Buyer's Customers for (a) any intended transfer of Personal Information described in the Documentation for the Product; (b) any unintended transfer of Personal Information or loss of data caused by any third parties or third party devices or software, including hacking, malware, eavesdropping, man-in-the-middle attacks or other intentional acts; or (c) unauthorized access to or misuse of Personal Information by third parties.

When Buyer purchases Products from Silicon Labs, Buyer consents to receive information from Silicon Labs concerning Silicon Labs' products and services, including marketing materials, invitations to participate in online and in-person technical discussions and forums, and new product releases. This information may come in the form of email, social media, or direct mail. Silicon Labs will only use contact information provided directly from Buyer's employees to Silicon Labs in accordance with its Privacy Notice and will not share this information with any third party. Any employee of Buyer may opt-out of receiving further communication from Silicon Labs by following the instructions included within the communication.

15. CONFIDENTIALITY.

Absent written permission from Silicon Labs, Buyer will keep in confidence, will not disclose to any person, and will not use (other than for purposes of performance under the Order) the Confidential Information. Buyer will not be liable for the unauthorized disclosure of Confidential Information if it: (i) is or becomes generally available to the public, except as the result of unauthorized disclosure by Buyer; (ii) was known, without confidentiality restriction, to Buyer and such knowledge has been documented in writing prior to its receipt; (iii) is independently developed by Buyer without use of Silicon Labs' data; or (iv) is disclosed as required by law or a governmental or judicial order (provided that Buyer has given prompt written notice to Silicon Labs prior to disclosure and an opportunity to object). Immediately upon request by Silicon Labs, 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.

16. LIMITATIONS OF LIABILITY.
The aggregate cumulative liability of Silicon Labs, its affiliates, and their employees, directors, or agents ("Silicon Labs Parties") for all Claims ever made by Buyer against Silicon Labs (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 all such Claims against (and liability of) Silicon Labs Parties in excess of the net proceeds received by Silicon Labs for the affected Products or Software during the 12 months preceding the event giving rise to first claim, or $1,000,000, whichever is less. The existence of one or more Claims will not enlarge or extend this limit. These limitations apply notwithstanding any failure of essential purpose of any limited or exclusive remedy. In no event will Silicon Labs Parties be liable to Buyer or any third party for any special, collateral, indirect, incidental, consequential, exemplary, punitive, or enhanced damages ("Excluded Damages"). Excluded Damages include costs of inspection, removal, and reinstallation of products, data or other items, rework, re-procurement or recall costs (including administrative and personnel costs) of replacing or substituting items or data, loss of data, loss of goodwill, loss of revenue or profits, and loss of use, without regard to whether Silicon Labs has been notified in advance of the possibility of any such Claim or damage. Excluded Damages also includes damages caused solely or partially by actions of third parties including malicious hacking, data breach, unauthorized access, alteration of electronic data, privacy violations, and denial of service attacks. Except to the extent liability is not excludable by applicable law, these limitations apply to personal injuries (including death) caused by Silicon Labs' negligence. The allocation of risk contained in this Agreement is reflected in the price of the Products and is reasonable in all circumstances having regard to all relevant factors, including the parties' relative bargaining positions.

17. UNAUTHORIZED USES.
The Products are not designed, intended, authorized, or warranted for use or inclusion in life support, financial institution, 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 inaccuracy might cause death or personal injury. Products shall not be used for automotive or transportation applications or environments unless the specific Product has been designated by Silicon Labs as compliant with IATF 16949:2016 requirements. Products 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 sale, use or inclusion by Buyer or any of its direct or indirect Customers is fully at Buyer's risk and voids any and all of Silicon Labs' obligations and warranties.

18. Z-WAVE PRODUCT CERTIFICATION.

Z-Wave Products can be used in commercial applications only after they have received Z-Wave Plus certification and Z-Wave Plus Market certification from Z-Wave Alliance. RF designs using SD350x SoCs require QFN certification by Silicon Laboratories Inc.

19. GOVERNMENT CONTRACTS.

All Products of Silicon Labs 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. Silicon Labs makes no representations, certifications, or warranties whatsoever about compliance with Government acquisition statutes and regulations, including, without limitation, those that may relate to pricing, quality, origin or content, and specifically rejects the flow down of all FAR clauses not required to be included in a subcontract for commercial items. All rights in technical data, intellectual property and Products or Software owned or licensed by Silicon Labs are hereby reserved and deemed restricted or limited. Under no circumstances shall Buyer or Buyer's Customers receive rights or documentation greater than that which is generally made available by Silicon Labs to its other commercial customers.

20. LEGAL COMPLIANCE.

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 ("EAR"), International Traffic in Arms Regulations ("ITAR") and U.S. Foreign Assets Control Regulations ("OFAC"), 31 C.F.R., Chapter V. Buyer shall not export, or transfer for the purpose of re-export, any Products or Software to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any U.S. or foreign law or regulation. Buyer represents, warrants and certifies that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List, is not located in a country subject to embargo under EAR, ITAR or OFAC regulations and is not otherwise prohibited by U.S. or foreign law from purchasing the Products hereunder.

21. BUYER CERTIFICATION.

Buyer represent that it complies with all applicable laws and regulations, including eradication of forced, indentured, involuntary or compulsory labor in its facilities, and requires its suppliers, including labor brokers and agencies, to do the same. Buyer further represents that its supply chain and materials incorporated into its products comply with national and international laws prohibiting slavery and human trafficking. Buyer represents that Buyer provides its employees with a safe work environment, conducts business in compliance with applicable environmental, labor and employment laws, and refrains from

corrupt practices and engaging in human rights violations.

22. BUYER'S DUTY TO DEFEND.
Buyer will defend Silicon Labs Parties and reimburse Silicon Labs Parties for all Claims, taxes, penalties, interest, costs, assessments and expenses (including court and attorneys' 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 affiliates, employees, agents, contractors, customers, users or representatives.

23. 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 Silicon Labs may take immediate legal action to prevent immediate or irreparable harm to it or for Buyer's failure to make payments under Section 4. 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 23. 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 proceedings will 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: (i) if Buyer's shipping address or headquarters are located within the United States: City of Austin, Travis County, State of Texas, USA; and (ii) if Buyer's shipping address or headquarters are located outside of the United States: Singapore. 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.

24. FORCE MAJEURE.
If a delay or failure of performance is due to Force Majeure, then a party's performance will be excused for the period of delay caused by the Force Majeure. If non-Delivery or impracticability of Delivery of any or all of the Products results, in whole or in part, from any Force Majeure, Silicon Labs' failure to Deliver will not be a breach, and Silicon Labs may

elect to terminate the Order with respect to the affected Products without any liability.

25. 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 to this Agreement. Buyer may not assign this Agreement in any respect without the prior written consent of Silicon Labs. Silicon Labs may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without notice to or consent by Buyer. Silicon Labs may subcontract manufacturing or other work as to any or all Products without notice to or consent of Buyer. The failure of a party to enforce any right hereunder shall not waive that or any other right. If any provision of this Agreement or any Order Document is held to be illegal, invalid or unenforceable, then (i) such provision will be reformed to cure or remove such defect and if not reformed will be severed, (ii) the legality, validity and enforceability of the remaining provisions will not be affected or impaired, and (iii) the parties will endeavor in good faith to replace the severed provisions with valid provisions of the same or similar economic effect. The invalidity of a provision in a particular jurisdiction will not render unenforceable such provision in any other jurisdiction. **No amendment or modification to the Order Documents will be effective unless specifically agreed in a writing signed by Silicon Labs.** Notices to Silicon Labs should be in writing sent by tracked next-day delivery service to: **Silicon Laboratories, 400 West Cesar Chavez, Austin, Texas 78701**, Attn. VP of Sales; cc: General Counsel. All rights, remedies and powers of Silicon Labs are cumulative and may be pursued or enforced in any manner or order. Section headings are included for convenience of reference only. The word "including" will be interpreted to mean "including but not limited to".

26. DEFINITIONS.

Buyer - the person or entity purchasing or taking delivery of Products or Software, including the entity named on the Order Document or the person or entity who downloads Software from Silicon Labs' website.

Buyer's Customer - a third-party bona fide purchaser of Buyer's products from Buyer or Buyer's designated agent.

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.

Confidential Information - all confidential or proprietary information or property of Silicon Labs or any of its affiliates (including samples, evaluation boards, designs, trade secrets, concepts, drawings, IP, pattern generator tapes, masks, technical information, technology, manufacturing processes, research, development, product roadmaps, costs, and pricing).

Custom Product - a Product as sold by Silicon Labs to Buyer that is manufactured and sold by Silicon Labs to Buyer and has been designed according to specifications provided by Buyer.

Customer-Specific Product - a Product as sold by Silicon Labs to Buyer that would otherwise be a Standard Product except that it has been programmed, marked or labeled

according to Buyer's specifications, including Products manufactured pursuant to Silicon Labs' Custom Part Manufacturing Service (CPMS).

Deliver or Delivery - the placement of Products by Silicon Labs or its agent for receipt by Buyer at Seller's Plant.

Enhanced Security Products - Products that contain features intended to improve the security of data, software or personal information and which may require or be capable of remote software updates.

Excluded License - any license that requires, as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

Force Majeure – collectively or individually, acts of God or of public enemy; acts of war, civil or military authority; Government actions, regulations, priorities, allocations, or controls, whether or not valid, and including but not limited to exercise of sovereign or contractual power; fires, floods, weather, epidemics, strikes, lockouts, slow-downs, shortages, factory or port conditions or freight embargoes; yield problems; inability to obtain necessary labor, materials, or manufacturing facilities or services at a commercially reasonable cost; civil or other disobedience, insurrection, rebellion, acts of a terrorist or other enemy, cyber-attacks, denial-of-service attacks, and any other causes beyond Silicon Labs' reasonable control.

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

Intellectual Property or **IP** - all intellectual property including, without limitation, patents, patent applications, copyrights, mask works, designs, utility models, moral rights, licenses, confidential or proprietary information, trade secrets, trade indicia (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.

Nonstandard Product - a Product that (i) is an unpackaged Product sold in die or wafer form, (ii) is classified as other than a commercial production unit (e.g. evaluation boards, design verification units, samples, preproduction units, developmental units, or units provided pursuant to a waiver), (iii) has been packaged with other components or integrated circuit devices not produced by Silicon Labs.

Order - an order from Buyer for the purchase of Products that has been accepted by Silicon Labs in accordance with Section 6.

Order Documents - this Agreement, and any and all of the following, if applicable: a) Silicon Labs' (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 Silicon Labs and Buyer for the purchase by and sale to Buyer of Products.

Personal Information – data concerning the user of a Product, including activities of the user related to a Product, location, IP addresses, mobile device ID, biometric data.

Product - an integrated circuit or a module containing two or more integrated circuits manufactured by Silicon Labs and sold to Buyer by Silicon Labs or one of its <u>authorized distributors</u>, excluding any Software.

Seller - the Silicon Laboratories entity on the applicable Order Document.

Seller's Plant - the location specified by Silicon Labs where Products are held for Delivery.

Silicon Labs – If the shipping address for Buyer is within the United States: Silicon Laboratories Inc.; if the shipping address for Buyer is not within the United States: Silicon Laboratories International Pte Ltd.

Specifications - Silicon Labs' electrical and physical specifications for a Product in the applicable Silicon Labs' data sheet. Silicon Labs may modify the Specifications over time. Specifications do not include any advertisements or marketing or sales materials.

Software - all programs, algorithms, source, object, machine-readable or executable code, and all operating, processing, or other instructions, for computers, devices or Products, provided, stored, used or delivered in any medium and all related documentation.

Standard Product - a product as sold by Silicon Labs to Buyer that (i) has not been modified especially for Buyer, (ii) is available to the general public for purchase from Silicon Labs, (iii) has been packaged and tested before Delivery and (iv) is not a Custom Product. An otherwise Standard Product becomes a Customer-Specific Product when it has been programmed, marked or labeled according to Buyer's specifications.

Warranty Period – one year after Delivery of the Product to Buyer.

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