

AYDEEKAY LLC DBA INDIE SEMICONDUCTOR (AND ALL SUBSIDIARIES)

STANDARD TERMS AND CONDITIONS OF SALE

ALL SALES MADE BY AYDEEKAY LLC DBA INDIE SEMICONDUCTOR AND ITS SUBSIDIARIES (COLLECTIVELY "SELLER") TO THE BUYER ("BUYER") ARE EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER ("AGREEMENT") AND SUPERSEDE ALL PREVIOUS NEGOTIATIONS, DISCUSSIONS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

UNLESS SPECIFICALLY AGREED UPON BY SELLER IN WRITING, NO TERM OR CONDITION INDICATED IN ANY BUYER PURCHASE ORDER OR CONFIRMATION THEREOF SHALL APPLY TO THE SALE OF ANY PRODUCT, EXCEPT THOSE IDENTIFYING THE PARTICULAR PRODUCT(S) ORDERED, QUANTITY AND LIMITED SHIPPING/BILLING INSTRUCTIONS. THESE TERMS MAY ONLY BE AMENDED OR WAIVED BY A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

TERMS AND CONDITIONS OF SUPPLY PRODUCTS

Terms and Conditions: The terms and conditions ("Terms and Conditions") of this Agreement shall control all sales of Seller's products ("Products") hereunder. All purchase order acceptances shall be conditioned upon Buyer's unqualified acceptance of the Terms and Conditions set forth herein, which are evidenced by Buyer's placement for an order of Seller's Products.

Order and Acceptance: No order shall be binding upon Seller until accepted by Seller in writing or upon Seller's performance of such purchase order and shipment of the ordered Product(s). Seller shall have no liability to Buyer with respect to any purchase order which is not accepted. Buyer confirms its acceptance of these Terms and Conditions upon placement of an order for Seller's Products.

Delivery, Shipping, and Acceptance: All Products delivered hereunder will be shipped EXW (Ex-Works) Seller designated warehouse location(s), at which time risk of loss and title will pass to Buyer. Any Products rejected by Buyer may be returned only in accordance with the procedures set forth below.

Prices. Prices and quotations are submitted without offer and are subject to change without notice. All prices quoted do not include duties, freight, insurance or taxes which are Buyer's responsibility and shall be added to the invoice.

Product Availability. Seller reserves the right to discontinue and withdraw from the marketplace any product or product configuration at any time without any further obligation on the part of Seller.

PAYMENT TERMS

Payment terms shall be NET30 and be by wire transfer, in United States currency, either (i) in advance of shipment by Seller, if shipment is to be made upon receipt of Buyer's purchase order, or (ii) if Buyer orders a Product without immediate shipment, then payment shall be made within 30 days upon Buyer's receipt of Seller's invoice therefore (the "Payment Due Date").

Notwithstanding any other provision, if Seller, in its sole judgment, has any doubt as to Buyer's credit or ability to make any payment by wire transfer, Seller reserves the right to require payment in cash in advance of shipment or to delay shipment in transit until such credit ability is resolved to Seller's satisfaction. If back payments are due, current orders will not be shipped until payments are received.

In the event that any payment due is not made by the Payment Due Date, the payment shall accrue interest from the Payment Due Date at the rate of twelve percent (12%) per annum, but in no event at a rate greater than the maximum rate permitted by applicable law. The payment of such interest shall not limit Seller from exercising any other rights it may have as a consequence of the lateness of any payment including withholding the shipment pending receipt of payment by the Buyer. Buyer shall reimburse Seller for any and all reasonable collection costs (including, without limitation, reasonable attorney's fees) incurred by Seller in collecting any amount due from Buyer related to the sale of any Products.

LIMITED WARRANTY

Limited Warranty: Seller warrants to Buyer that all Products sold shall substantially conform to Seller's material published specifications for such Products for a period of one (1) year from the date of delivery to Buyer. The foregoing warranty is contingent upon proper installation and use of the Products for the applications for which the Products were intended as indicated in the accompanying documentation.

Conditions of Warranty. This warranty extends only to the Buyer and does not extend to subsequent purchasers. Further this warranty is void and does not apply to any Product which: (i) has not been stored, installed, operated, repaired or maintained properly; (ii) has been subject to unusual physical or electrical stress, negligence or accident; (iii) has been damaged by acts of nature, vandalism, burglary, neglect, negligence, accident, misuse or intent; (iv) has been altered in any way by the Buyer; and (v) has been used in an application outside the intended application.

Limited Remedy: Seller's entire liability and Buyer's **exclusive** remedy with respect to any breach of the foregoing warranty will be, at Seller's sole option and election, to either (i) issue a credit based on the lower of Buyer's acquisition cost or Seller's current listed Product price, (ii) replace, or (iii) repair the Product, provided that the defective Product is returned to Seller within the warranty period in accordance with the return procedures set forth below and with all original shipping and packaging materials. In the event Seller Buyer shall request authorization from Seller prior to return of any products that Buyer finds to be defective. Buyer first shall call the Seller to obtain a Return Material Authorization Number ("RMA"). After receiving the RMA from Seller, Buyer shall ship the nonconforming Products to Seller F.O.B. Seller's facility, freight prepaid, pursuant to the shipping and other requirements specified by Seller with the RMA prominently displayed on the shipping container for the nonconforming Products. All Products returned shall be subject to final review and evaluation by Seller to confirm their noncompliance with the Warranty

Disclaimer: EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE. THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. SELLER SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR THE SUITABILITY OF ANY PRODUCT FOR ANY PURPOSE OTHER THAN AS EXPRESSLY SET FORTH IN THE PRODUCT'S SELLER-APPROVED LITERATURE, AND FURTHER DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, AND ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER.

CANCELLATION AND RESCHEDULING

Within indie's quoted leadtime prior to committed shipment date, Buyer may not cancel or request that Seller delay the shipment of any scheduled order. Requests by Buyer to accelerate the shipment of any Products with a committed shipment date will be handled on a reasonable effort basis.

Outside of indie's quoted leadtime prior to committed shipment date Buyer may cancel or reschedule 100% of the order.

FORECASTING OF ORDERS OF PRODUCTS

If Buyer intends to order Product on a regular or standing purchase order basis, then, upon Seller's request, Buyer shall submit to Seller no later than thirty (30) days before the first day of every calendar quarter (*i.e.*, January 1, April 1, July 1, and October 1), a six (6) month rolling forecast ("Forecast") organized by months and Product setting forth orders the Buyer expects to place for the Product during such period commencing with the beginning of said calendar quarter. Buyer shall make all Forecasts in good faith given current market and other information available to Buyer. All Forecasts are non-binding except for those firm orders which Seller has accepted.

LIMITATION OF LIABILITY

Seller's liability and Buyer's remedies arising out of or related to this Agreement, including without limitation the manufacture and sale of the Products, shall not exceed the purchase price paid by Buyer for the Products giving rise to such liability.

IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, INCOME, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR COSTS OF PROCUREMENT OF SUBSTITUTION OF PRODUCTS), WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER SHALL NOT BE RESPONSIBLE FOR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PROGRAMS OR DATA STORED IN OR USED IN CONJUNCTION WITH ANY MERCHANDISE SOLD, THE COSTS ASSOCIATED WITH RECOVERING SUCH PROGRAMS OR DATA, OR ANY INCOMPATIBILITIES BETWEEN THE MERCHANDISE SOLD AND ANY HARDWARE OR SOFTWARE USED BY BUYER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY EXPENSES INCURRED BY BUYER FOR ANY INSTALLATION DONE BY SOMEONE OTHER THAN SELLER.

IN NO EVENT SHALL THE SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY) EXCEED THE PURCHASED PRICE PAID FOR THE GOODS.

INTENDED APPLICATIONS

Seller's Products are intended for incorporation into automotive systems of personal, light commercial vehicles, and agricultural vehicles. The intended application of Seller's Products do not extend to vehicles operated in racing, off-roading, or other hazardous use cases.

CRITICAL APPLICATIONS

Certain critical applications using semiconductor Products may invoke the potential risk of death, personal injury or severe property or environmental damage ("Critical Applications"). Seller Products are not designed and are not warranted to be suitable for use in such Critical Application devices or systems. Use of Seller Products in such Critical Applications is fully at the risk of the Buyer and Buyer hereby agrees to defend and hold Seller harmless from and against any and all claims, losses, expenses or damages of any type which arise out of or are due to such critical application uses.

LIFE SUPPORT APPLICATIONS

Seller products are not authorized for use as critical components in life support devices or systems without the express written approval of the President and CEO of Seller and Buyer hereby agrees to defend and hold Seller harmless from and against any and all claims, losses, expenses or damages of any type which arise out of or are due to such uses unless specifically approved by Seller in writing.

As used in this Article,

the phrase "life support devices or systems" are those devices or systems which: (a) are intended for surgical implant into the body, or (b) support or sustain life, and whose failure to perform, when properly used in accordance with instructions for use provided in the labeling, can be reasonably expected to result in significant injury to the user.

the phrase "critical component" is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness.

MISCELLANEOUS

Export Control: Seller's obligation to provide the Products, documentation, or any media in which any of the foregoing is contained, as well as any other technical assistance shall be subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States,

including the Export Administration Act of 1979, as amended, any successors or legislation, and the Export Administration Regulations and other United States laws and regulations governing exports in effect from time to time.

Governing Law and Jurisdiction: This Agreement is deemed to have been entered into in the State of California, and its interpretation, construction, and the remedies for its enforcement or breach are to be applied pursuant to and in accordance with the laws of the State of California. The parties agree that in the event any action, suit or proceeding is brought by either party to enforce this Agreement, then such action, suit or proceeding may be brought only in a United States District Court for the Northern District of California, or, if that court does not have or elect to exercise its jurisdiction, then in any appropriate state court in the State of California. Buyer agrees that it will not assert, by way of motion, defense or otherwise, in any such enforcement action, suit or proceeding, (i) that it is not subject personally to the jurisdiction of the court, (ii) that its property (or any property of any of its Affiliates) is exempt or immune from attachment or execution, (iii) that the action, suit or proceeding is brought in an inconvenient forum, (iv) that the venue is improper, or (v) that the subject matter may not be enforced in or by such court.

Force Majeure: Except for payment obligations, neither party shall be liable for damages for any delay arising out of causes beyond its reasonable control, including without limitation Acts of God, labor disputes, riots, wars, or shortages of the component parts utilized by Seller in the manufacture of the Product.

Partial Invalidity: If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect so long as neither party is denied material economic benefit hereunder and will be interpreted to reflect the original intent of the parties.