

ENOVIX STANDARD CUSTOMER P.O. TERMS AND CONDITIONS

These Standard Terms and Conditions govern Customer, Distributor, or Contract Manufacturer's ("Customer's) past and future purchases of Enovix Corporation or any of its subsidiaries or affiliates ("ENOVIX") of batteries, including any samples ("Products"). These Standard Terms do not, by themselves, obligate either party to buy or sell any Product. Unless specifically agreed to in a writing signed by an authorized representative of ENOVIX, any additional or different terms or conditions provided by Customer on Customer's purchase order, acknowledgement form, or any other material provided by Customer ("Customer Terms") are deemed to be a material alteration of these Standard Terms, which have been accepted by Customer, and those additional or different terms or conditions are hereby rejected by ENOVIX.

1. PROCESS FOR PURCHASING PRODUCTS

1.1. If Customer would like to purchase Products, it must submit a purchase order to Enovix. If ENOVIX elects to fill the purchase order, it will send a written acknowledgment to Customer. The terms applicable to Enovix's sales to Customer will be, in order of precedence: (i) unless contradicted by a signed agreement as described in (i), these Standard Terms; and (ii) the terms of ENOVIX's written quotation to which Customer's offer relates, if any.

1.2. Products purchased are only to be used by Customer for integration and inclusion in Customer's products and are not to be resold or provided to third parties unless expressly agreed in a signed writing by ENOVIX. Customer agrees that it will not purchase Products from any source other than ENOVIX or an ENOVIX authorized distributor.

2. PRICES AND PAYMENT

2.1. Product prices are specified in the applicable quotes and pricing lists, and do not include taxes, duties, or customs fees, which ENOVIX will itemize separately on Product invoices. If Customer wishes to claim a tax exemption, Customer must give ENOVIX a tax exemption certificate acceptable to the relevant taxing authority. Prices do not include rights to mask works or tooling, unless specifically negotiated.

2.2. ENOVIX may adjust prices at any time on notice to reflect increases in manufacturing costs. Customer may by written notice reject a price adjustment within 10 days after receiving written notice of an adjustment, in which case ENOVIX may cease filling any Customer orders for the affected Product with no further obligation to Customer. If ENOVIX does not receive a written rejection within the 10-day period, the price adjustment will become effective at the end of the 10 day period.

2.3. Customer shall pay all invoices in US dollars, net 30 days from invoice date. ENOVIX may in its discretion change payment terms at any time on reasonable notice. Time is of the essence. All late payments shall be subject to a late payment fee calculated at the rate of one and one half percent (1.5%) per month or the maximum amount allowable by law, whichever is less, unless agreed otherwise.

2.4. ENOVIX reserves, and Customer grants to ENOVIX, a purchase money security interest in all Products shipped to Customer (and all resulting proceeds) until ENOVIX receives payment in full for those Products and any related charges under Section 4 and this Section 2. ENOVIX may file a financing statement with appropriate state and local authorities to perfect ENOVIX'S security interest. At ENOVIX's request, Customer will promptly execute all documents necessary to protect ENOVIX's interest in the secured property; alternatively, ENOVIX may file a copy of these Standard Terms and any applicable customer agreement as described in Section 1.1(i) above.

3. DELIVERY, INSPECTION, AND ACCEPTANCE

3.1. All shipments are EXW origin, freight collect (INCOTERM 2000). Title to Products and all risk of loss, damage, or destruction passes to Customer at the ENOVIX facility that is the point of origin.

3.2. ENOVIX may ship a quantity of a Product or substantially similar product which is up to 10% less or more than the quantity specified in the applicable purchase order and that shipped quantity will fully satisfy ENOVIX's obligation to deliver that Product.

3.3. Customer may reject any Product that fails to materially conform to its then applicable specifications by giving ENOVIX, within 30 days after receiving the Product, a written notice that specifies in reasonable detail the reasons for rejection. Customer may return a properly rejected Product under Section 5.3 for credit, replacement, or refund, at ENOVIX's option. Products not properly rejected under this Section 3.3 will be deemed accepted at the end of the 30 day inspection period.

3.4. Delivery dates represent ENOVIX's best estimates. While ENOVIX will endeavor to meet delivery dates, ENOVIX shall not be liable for failing to do so. If ENOVIX is more than 30 days late in meeting a delivery date, Customer may, as its exclusive remedy, terminate the applicable order.

4. RESCHEDULE AND CANCELLATION

4.1. Customer may not reschedule a shipping date within 30 days of date of delivery. Rescheduled delivery dates can be delayed by up to a maximum 120 days from original delivery date. Only two reschedules are allowed. Without limitation of the foregoing, reschedules are only permitted with respect to Custom Products outside of lead times, and rescheduled delivery dates for Custom Products cannot extend beyond the ENOVIX fiscal quarter in which such Custom Products were originally scheduled to be delivered. If Customer elects not to take Custom Products, Customer will be invoiced for such products.

4.2. Orders may be canceled with no penalty to the customer in the period of time that is outside standard lead times that ENOVIX has with its suppliers. Standard lead time is subject to change and is dependent on ENOVIX's supplier lead times. No cancellation without penalty is allowed inside standard lead time or after a reschedule. Cancellation is not permitted for custom parts or samples.

5. WARRANTIES AND WARRANTY DISCLAIMERS

5.1. ENOVIX warrants that each Product excluding samples will be free from material defects in workmanship and materials for one year from the date of shipment ("Warranty Period"). This warranty does not apply to any Product which has been misused (including static discharge, improper installation, repair, accident, or use not in accordance with instructions provided by ENOVIX), neglected, or modified, or which ENOVIX is not capable of testing under its normal test conditions. ENOVIX's sole obligation to Customer for a Product failing to meet this warranty is, at ENOVIX's option, to replace or repair the Product or to issue Customer a credit for the purchase price of the Product, but only if (i) ENOVIX has received written notice of the warranty claim within the Warranty Period, (ii) Customer has returned the Product to ENOVIX under Section 5.3, and (iii) ENOVIX has verified that the Product is defective. ENOVIX warrants a replacement or repaired Product only for Products purchased under Section 1 and only for the unexpired term of the warranty for the defective Product.

5.2. NOT WITHSTANDING SECTION 5.1 OR ANY OTHER SECTION OF THESE TERMS AND CONDITIONS, ENOVIX PROVIDES ALL PROTOTYPES, AND SAMPLES WITHOUT WARRANTY OF ANY KIND.

5.3. Before returning any Product to ENOVIX, Customer must contact ENOVIX for a Return Material Authorization number and other appropriate instructions. Customer may then return the product to ENOVIX according to those instructions, freight prepaid. After ENOVIX verifies that the Product was nonconforming under Section 3.3 or defective under Section 5.1, ENOVIX will credit Customer for the cost of returning the Product.

5.4. ENOVIX's warranties shall not be enlarged by, nor shall any obligation or liability of ENOVIX arise due to, ENOVIX providing technical advice, facilities, or service in connection with any Product or order.

5.5. THE WARRANTY AND REMEDIES STATED IN THIS SECTION 5 ARE EXCLUSIVE, ENOVIX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. NEITHER CUSTOMER NOR ANY OTHER PERSON OR BUSINESS ORGANIZATION IS AUTHORIZED TO MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION OR LIABILITY ON ENOVIX'S BEHALF IN CONNECTION WITH THE SALE, INSTALLATION, OR USE OF THE PRODUCTS.

6. FORECASTS

ENOVIX recommends that Customer provide ENOVIX with a forecast of Customer's intended Product purchases for a twelve (12) month period on a rolling monthly basis. Customer's forecasts are estimates for planning purposes only and do not bind either party in any way.

7. INTENTIONALLY OMITTED

8. EXPORT/IMPORT

Customer warrants that it shall comply, at its own expense, with the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, economic sanctions administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, and all other export, import, or sanctions laws, restrictions, national security or foreign policy controls, and regulations of the United States and any applicable foreign agency or authority (collectively "Laws"). Customer further warrants that it is not designated or otherwise subject to economic sanctions or other restrictions pursuant to the Laws and that no individual or entity designated or otherwise subject to economic sanctions under the Laws owns a 50% or more interest in Customer, and does not control Customer, directly or indirectly. Customer shall not export, import, re-export, or otherwise transfer, or authorize the export, importation, re- export, or transfer of the Product, in violation of the Laws if such an export, import, re- export, or transfer would cause Enovix to violate such Laws. Such warranty is continuing in nature, and Customer shall advise Enovix immediately of any change that affects this warranty. Any and all obligations of ENOVIX to provide Product shall be subject in all respects to such Laws. Customer understands the imposition of restrictions or sanctions

pursuant to any such Laws to Customer, or to any person or entity that owns or controls Customer, shall constitute sufficient cause for Enovix to cease performance under any applicable agreement, immediately and at Enovix's sole discretion. Customer agrees to indemnify and hold harmless ENOVIX from any and all fines, claims, damages, losses, costs, and expenses (including reasonable attorney's fees) incurred by ENOVIX as a result of any violation of this Section 8 by Customer.

9. CONFIDENTIAL INFORMATION

Customer acknowledges that all information and materials that come into Customer's possession or knowledge in connection with past and future purchases of products from ENOVIX and which is marked, identified, accepted as confidential or proprietary, or discussions surrounding Samples, or may be deemed confidential or proprietary by its nature or by the circumstances of its disclosure ("Confidential Information"), consists of confidential or proprietary information the improper disclosure or use of which will be damaging to ENOVIX. Therefore, Customer agrees to hold all Confidential Information in confidence, to disclose Confidential Information only to those of its employees having a need to know, and not to disclose Confidential Information to any other party. Customer agrees that it will not use any of ENOVIX's Confidential Information, and to the fullest extent permissible under applicable law, will not modify, reverse engineer, reverse-compile, reverse assemble, synthesize or in any way use any ENOVIX battery, sample other ENOVIX Confidential Information to facilitate or aid in the design or deconstruction of an Enovix battery or sample whether for internal consumption or open market sale, or for any other purpose inconsistent with these Standard Terms.

10. LIMITATIONS OF LIABILITY

10.1. EXCEPT FOR A BREACH OF SECTIONS 8 OR 9, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, FOR PROPERTY DAMAGE, EQUIPMENT RE-WORK, EQUIPMENT DAMAGE, DOWNTIME COSTS, CLAIMS OF CUSTOMER'S BUYERS, OR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EACH PARTY WILL, HOWEVER, BE LIABLE FOR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

10.2. Except for personal injury caused by ENOVIX's negligence, ENOVIX's cumulative liability to Customer will not exceed ten percent (10%) of the aggregate amount paid to ENOVIX for the particular goods or services giving rise to such liability, even if a term of the parties' contract fails of its essential purpose.

10.3. CUSTOMER WARRANTS THAT IT WILL NOT USE, OR KNOWINGLY PERMIT ANY OF ITS DIRECT OR INDIRECT CUSTOMERS TO USE, ANY PRODUCT IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK APPLICATION. CUSTOMER FURTHER WARRANTS THAT IT WILL NOT SUBMIT ANY PURCHASE ORDER FOR PRODUCTS WHICH CUSTOMER KNOWS OR HAS REASON TO KNOW WILL BE USED IN THE PERFORMANCE OF A UNITED STATES GOVERNMENT CONTRACT OR SUBCONTRACT WHICH INCORPORATES FEDERAL REGULATIONS EXPRESSLY OR BY REFERENCE, INCLUDING WITHOUT LIMITATION THE FEDERAL ACQUISITION REGULATION (FAR), DEFENSE ACQUISITION REGULATION (DAR), ARMED SERVICES PROCUREMENT REGULATIONS (ASPR), AND COST ACCOUNTING STANDARDS (CAS). CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD ENOVIX HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT ENOVIX INCURS IN CONNECTION WITH A

BREACH OF THE FOREGOING WARRANTIES. Customer shall obtain ENOVIX's written consent prior to using, selling, or offering to sell the Products for any of the uses set forth in this Section.

10.4. The remedies of Customer specifically set forth in these Standard Terms constitute Customer's exclusive remedies for the breaches by ENOVIX to which they relate.

11. TERMINATION

11.1. Unless agreed otherwise, these Standard Terms will remain in effect until either party terminates their relationship on 60 days' written notice. Any such termination will not affect orders that have been acknowledged, which will be filled in the ordinary course of business according to these Standard Terms and any applicable customer agreement as described in Section 1.1(i) above.

11.2. If either party materially breaches their customer agreement as described in Section 1.1(i) above or these Standard Terms and fails to cure the breach within 30 days after receiving written notice of the breach, the nonbreaching party may terminate that such customer agreement and these Standard Terms.

11.3. Either party may terminate their relationship and the uncompleted portions of any and all pending orders if the other party files for protection under the bankruptcy laws, makes an assignment for the benefit of creditors, or a trustee or similar officer is appointed for the other party or its assets.

11.4. ENOVIX may, without liability, terminate production of any Product on six months' written notice ("Notification Period"). During the Notification Period Customer may make a final buy of the Product. ENOVIX must receive an offer for the final buy within the Notification Period, with shipment to be completed as scheduled by ENOVIX.

11.5. On termination of any customer agreement that incorporates these Standard Terms for any reason, Sections 2, 3, 5, 7 – 11, 13, and 14 shall survive. Termination will not prejudice either party to require performance of any obligation due at the time of termination.

12. INFRINGEMENT

12.1. Except as stated below, ENOVIX will, at its sole option, defend (by way of paying attorney's fees and other costs of defense incurred by counsel approved by ENOVIX) or settle any proceeding brought against Customer, and will pay all costs and damages finally awarded against Customer, to the extent the proceeding is based on a claim that a Product delivered to Customer infringes a United States patent, copyright, or mask work right of a third party, if Customer promptly (i) notifies ENOVIX of the claim, (ii) gives ENOVIX a copy of each communication relating to the claim, (iii) gives ENOVIX the authority, information, and assistance necessary to defend or settle the proceeding, and (iv) agrees to assert, or permits ENOVIX to assert on Customer's behalf, against such third party any of Customer's intellectual property rights that may assist in connection with ENOVIX's indemnification obligation. The parties agree to work together in good faith to identify and assert such rights under subsection (iv) above. If the infringement is alleged before ENOVIX completes delivery of the affected Product pursuant to a purchase order, ENOVIX may decline to make further shipments of the Product without penalty.

12.2. ENOVIX shall have no obligation under this Section 12 with respect to any claim to the extent it is (i) based upon (a) Customer's technology or compliance with Customer's specifications (including, without limitation, any portion of a Custom Product which is based on Customer's specifications), (b) Customer's combining with, adding to, or modifying the Product after shipment by ENOVIX, (c) use of the Product outside the Product's published and inherent use, (d) compliance by ENOVIX with either essential or optional portions of ITU, IEEE, ETSI, or any other published standards, (e) any intellectual property right of an entity in which Customer or an affiliate or subsidiary has a controlling interest or for which it has cross license rights, (f) any intellectual property right of a Non-Practicing Entity (NPE); (g) resulting from any suit or allegation initiated by Customer (by way of example a counter claim), (h) Customer's failure to use materials or instructions provided by ENOVIX which would have rendered the Product non-infringing, or (i) for samples. ENOVIX's obligations

under this section shall not apply to any infringement occurring after Customer has received notice of a proceeding alleging infringement unless ENOVIX has given written permission for the continuing use or sale of the Product.

12.3. If a Product delivered to Customer is held to infringe any United States patent, copyright, or mask work right, and Customer is enjoined from using that Product in the United States, ENOVIX will, at its expense, do one of the following: (i) procure for Customer the right to continue to use the Product free from any liability for that infringement, (ii) replace the Product with a noninfringing substitute, or (iii) if (i) and (ii) are not commercially feasible, refund a pro rata portion of the amounts paid by Customer to ENOVIX with respect to those Products that Customer returns to ENOVIX based on a five year straight line depreciation schedule that begins on delivery of the Product to Customer.

12.4. If any proceeding is brought against ENOVIX based on a claim that any of the items or activities in 12.2(a), (b), (c), (g), or (h) infringes a United States patent, copyright, or mask work right, then the obligations of ENOVIX under this Section 12 shall reciprocally apply to Customer. ENOVIX's sales of Product does not grant to Customer or any third parties directly or indirectly purchasing Customer's products that incorporate the Product an express or implied license under any intellectual property rights of ENOVIX.

12.5. Customer represents and warrants that for any action, suit, or proceeding that the Customer is a party to prior to placing orders with Enovix ("Prior Litigation"), Customer shall not (a) assert any claims against ENOVIX based on or relating to such Prior Litigation, (b) attempt to add ENOVIX as a party to such Prior Litigation, or (c) seek indemnification from ENOVIX based on such Prior Litigation.

12.6. This Section 12 does not apply to any Product or portion of a Product provided by ENOVIX under the brand or logo of a third party. THIS SECTION 12 CONSTITUTES THE SOLE AND EXCLUSIVE LIABILITY AND REMEDY OF THE PARTIES WITH RESPECT TO CLAIMS RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT BY THIRD PARTIES. THIS SECTION 12 DOES NOT APPLY TO ANY CLAIMS OR ACTIONS THAT AROSE PRIOR TO ENOVIX'S INITIAL SALE OF PRODUCTS TO CUSTOMER.

13. GOVERNING LAW AND ARBITRATION

13.1. Unless otherwise agreed, California law (excluding any choice of law rules) will govern the interpretation and enforcement of the customer agreement and these Standard Terms and the relationship between Customer and ENOVIX. If one party files a court action alleging claims subject to Section 13.2, and the other party

successfully stays the court action or compels arbitration of the claims, or both, the party filing the court action will pay the other's costs and expenses relating to the court action, including attorney's fees.

13.2. Customer and ENOVIX agree to settle by final and binding arbitration any controversy or claim between them, including without limitation those related to any customer agreement as described in Section 1.1(i) above, these Standard Terms, and/or any Product, whether based on contract, tort, fraud, misrepresentation, or other legal theory. A single arbitrator will conduct the arbitration in Irvine, California under the then current rules and supervision of the American Arbitration Association, including rules governing who shall decide arbitrability. Customer and ENOVIX will select an arbitrator from a panel of persons knowledgeable in battery design or manufacturing, as applicable. The arbitrator will have the authority to award temporary and permanent injunctive relief, but may not award punitive or exemplary damages to either party. The decision and award of the arbitrator will be final and binding and may be entered in any court having jurisdiction. Customer and

ENOVIX will pay their own attorney's fees associated with the arbitration, and will pay other costs and expenses of the arbitration as the rules of the American Arbitration Associate provide.

13.3. Neither party may bring any action, regardless of form, related to any customer agreement as described in Section 1.1(i) above, these Standard Terms, or any Product more than one year after the party bringing the action knew or should have known that the cause of action accrued.

13.4. The duty to arbitrate under Section 13.2 extends to any director, officer, employee, agent, or affiliate making or defending any claim which would otherwise be arbitrable.

14. GENERAL

14.1. These Standard Terms and any separately-negotiated agreement are intended to benefit only Enovix and Customer; no third-party beneficiaries are intended or created unless specifically agreed otherwise in writing.

14.2. Neither party shall be liable to the other for delays or failures to perform if the delay or failure is caused by shortage of labor, labor disputes, war, act of enemies, riots, insurrection, civil commotion, federal, state or municipal action, statute ordinance, or regulation, fire, flood, earthquake, accident, storm, explosions, acts of God, the inability to obtain essential materials or other resources, or other causes beyond the party's reasonable control. In the event of an excusable delay as defined

above, the affected party shall notify the other party in writing of such delay and an equitable adjustment shall be made in the completion schedules and any other affected terms.

14.3. Neither party may assign its rights or obligations under any customer agreement as described in Section 1.1(i) above (including these Standard Terms) without the prior written consent of the other, except (i) as an incident to the transfer of all or substantially all of its business, and (ii) ENOVIX may assign any such agreement to any of the companies owned or controlled by it. Any customer agreement as described in Section 1.1(i) above shall bind and inure to the benefit of the parties and their successors and permitted assigns.

14.4. ENOVIX and Customer are contractors independent of one another. Nothing herein or in the purchase order process is intended to or will constitute either party as an agent, legal representative, or partner of the other for any purpose.

14.5. A waiver of a breach of any term of any customer agreement or these Standard Terms will not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach will not be construed as a waiver of that breach.

14.6. All notices required or permitted and all requests for approvals, consents, and waivers must be in writing and must be delivered to the parties at their respective addresses by a method providing for proof of delivery. Any notice or request will be deemed to have been given on the date of receipt.

14.7. Except for an action to enforce the terms of a customer agreement as described in Section 1.1(i) above or these Standard Terms, Customer and its subsidiaries hereby covenants that they will not assist in or assert any claim (including, without limitation, any intellectual property claims) relating to the use, sale, import, export, offer for sale, or manufacture of the Products, any derivatives thereto, or any related materials.

14.8. Each term herein is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination will not affect the other terms of any customer agreement as described in Section 1.1(i) above, these Standard Terms, or any purchase, as the case may be which other terms will continue to be enforced as the invalid or unenforceable terms were omitted.

14.9. Customer may not (i) use the ENOVIX trademark or trade name or (ii) cause any advertising publicity, release, or other disclosure of information concerning these

Standard Terms or any contract with Enovix without ENOVIX's prior written consent.

14.10. Customer shall comply with all federal, state and local laws, ordinances rules and regulations in the manufacture and sale of the goods that include the Products including but not limited to the Occupation Safety and Health Act, the Truth in Negotiation Act, and all applicable requirements of the Fair Labor Standards Act.