

THESE TERMS OF PURCHASE (these “**Terms**” or this “**Agreement**”) are effective as of the date of the purchase order issued by Astera (as defined below) (the “**Effective Date**”) and sets forth the terms and conditions that apply to all purchases by Astera or its affiliates from Seller by means of a purchase order (a “**PO**”) unless covered by a separate agreement executed by the parties. As used in this Agreement, “**Seller**” means the entity identified on the face of a PO as “**Seller**” and its subsidiaries and affiliates, and “**Astera**” means Astera Labs, Inc. or its affiliates. Seller and Astera hereby agree as follows:

1. GOOD & SERVICES PURCHASED. Seller agrees to provide the services, materials, equipment, hardware, goods, or deliverables described in a PO (collectively referred to as “**Goods**”), in accordance with the terms and conditions in this Agreement and the terms and conditions on the face of the PO, which terms are incorporated herein by reference. Seller’s acceptance of a PO is expressly limited to these Terms, and Seller shall be bound by the provisions of this Agreement, whether Seller accepts these Terms by performance or acknowledges or otherwise signs this Agreement or the PO. A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized Astera representative. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller which are inconsistent with the terms and conditions of this Agreement, are hereby rejected. Astera hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Goods. Astera shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY. Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable PO. In the event Seller fails to deliver the Goods within the time specified, Astera may, at its option, decline to accept the Goods and cancel the PO without liability. Astera’s PO number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller will clearly identify the country of origin of all Goods delivered and will indemnify Astera with respect to any expenses, duties, penalties, damages, settlements, costs or attorney’s fees incurred by Astera in connection with Seller’s failure to identify or misidentification of the country of origin.

3. PAYMENT. As full consideration for the delivery of the Goods and the assignment of rights to Astera as provided in this Agreement, Astera shall pay Seller the amount agreed upon and specified in the applicable PO. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imports, and government-imposed surcharges shall be stated separately on Seller’s invoice. All duties and taxes assessable upon the Goods prior to receipt by Astera of Goods conforming to the PO shall be borne by Seller. Unless otherwise specified, all amounts in this Agreement are specified in, and shall be paid in, United States Dollars (US\$). Seller shall invoice Astera for all Goods delivered. Each invoice submitted by Seller must be provided to Astera within ninety (90) days of delivery of Goods and must reference the applicable PO, and Astera reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a PO, Astera shall pay the invoiced amount within thirty (30) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by Astera or Seller in connection with or based on the Goods provided.

4. WARRANTIES. Seller warrants that it has good and transferable title to the Goods and unless otherwise stated on the face of the PO, that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from all defects and shall conform to all applicable specifications and any statements of work signed by an authorized representative of Astera for a period of twelve (12) months from the date of delivery to Astera or for the period provided in Seller’s standard warranty covering the Goods, whichever is longer. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller’s agents, and to all warranties provided for by the California Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Astera Seller’s standard warranty applicable to the Goods. All warranties shall run both to Astera and to its customers. If Astera identifies a warranty problem with the Goods during the warranty period, Astera will promptly notify Seller of such problems and will return the Goods to Seller, at Seller’s expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Astera’s option, either repair or replace such Goods, or credit Astera’s account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

5. INSPECTION. Astera shall have a reasonable time after receipt of Goods and before payment to inspect them for conformity to the PO and applicable specifications and any statements of work signed by an authorized representative of Astera. Goods shall not be deemed accepted until Astera has run adequate tests to determine whether the Goods conform thereto. If Goods tendered do not wholly conform with the provisions hereof, Astera shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Astera’s delivery to the common carrier.

6. INDEPENDENT CONTRACTOR. Seller is an independent contractor for all purposes, without express or implied authority to bind Astera by contract or otherwise. The manner and means of providing any Goods contemplated under this Agreement are

subject to Seller's sole control. Neither Seller nor its employees, agents or subcontractors ("**Seller Parties**") are agents or employees of Astera, and therefore are not entitled to any employee benefits of Astera, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

7. SELLER RESPONSIBLE FOR TAXES AND RECORDS. Except as otherwise required by applicable law, Astera shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state, or local taxes or fees. Where applicable, Seller will charge Astera sales tax, excise tax, use tax, value added tax ("**VAT**"), goods and services tax ("**GST**"), consumption tax, or equivalent type charges (hereinafter "**Transaction Taxes**") that are owed by Astera under this Agreement and which are required or permitted to be collected from Astera by Seller under applicable law. If Astera provides Seller with a valid exemption certificate, Seller shall not collect the Transaction Taxes covered by such certificate. All charges will be supported by valid tax invoices provided by Seller to Astera consistent with the applicable EU invoicing directive or comparable authority of the relevant jurisdiction. Where any relevant taxation authority imposes any income tax on the payment by Astera to Seller and requires Astera to withhold such tax ("**Withholding Tax**"), Astera may deduct such Withholding Tax from the payment to Seller and remit such Withholding Tax to the relevant taxing authority on behalf of Seller. The determination of the applicability of a Withholding Tax is at Astera's sole discretion. In the event a reduced Withholding Tax rate may apply on payments to Seller, Seller shall furnish to Astera as soon as practicable all documentation necessary to evidence the qualifications for the reduced rate of Withholding Tax. If the necessary documentation is not provided in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Seller shall be subject to the full rate of Withholding Tax. Upon reasonable request by Seller, Astera shall furnish Seller with tax receipts or other documentation evidencing the payment of such Withholding Tax when available. Upon request, Seller shall provide Astera with a validly executed U.S. Internal Revenue Service form to establish its U.S. or non-U.S. status or any other necessary tax documentation.

8. INSURANCE. Seller shall be solely responsible for maintaining and requiring Seller Parties to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller Parties' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide Astera with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any Astera property under the care, custody or control of Seller or Seller Parties.

9. INDEMNITY. Seller shall indemnify, hold harmless, and at Astera's request, defend Astera, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees, interest, and cost of suit arising out of or in any way connected with the Goods provided pursuant to a PO, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated cleanup costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller Parties, (iv) Seller failing to satisfy its obligations with regard to the protection of Astera's confidential information, (v) the failure of Seller or any Seller Parties to comply with a requirement of applicable law, including but not limited to, those relevant to the payment of any wages and/or any other compensation, or statutory benefits of employment, including but not limited to, Workers' Compensation insurance, and/or for statutory penalties and/or interest, and (vi) any claim by a third party against Astera alleging that the Goods, or any other products or processes provided pursuant to a PO, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without Astera's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Astera in enforcing this indemnity, including attorneys' fees. Should the use of any Goods by Astera, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods; (b) modify the Goods so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Astera, its distributors, subcontractors, or customers the right to continue using the Goods; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods.

10. COMPLIANCE WITH LAWS; SAFETY AND LABOR STANDARDS; SUPPLIER CODE OF CONDUCT.

10.1 General. Seller and Seller Parties will comply with all applicable laws and regulations (including, without limitation, the applicable laws, orders, policies, and regulations of the U.S. Government, U.S. Customs, and any other jurisdiction in which Goods are provided and Seller will defend and hold Astera harmless from any expense or damage resulting from its violation or alleged violation of any such law or regulation in the performance of this Agreement. Seller is solely responsible for compliance by Seller and/or Seller Parties with all laws and regulations regarding the payment of wages and/or other compensation to Seller Parties, including ensuring the provision of Workers' Compensation insurance for all Seller Parties.

10.2 Export Compliance. Seller agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

10.3 Customs. Upon Astera's request, Seller will promptly provide Astera with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States. To the extent that Goods will be transported into the United States, Seller represents that either (a) it is C-TPAT certified by U.S. Customs & Border Protection, and will maintain that certification while transporting Goods into the United States or (b) it will comply with the C-TPAT (Customs Trade Partnership Against Terrorism) security procedures that may be found on the U.S. Customs website at www.cbp.gov (or such other website that the C-TPAT security procedures may be moved to by the U.S. Government).

10.4 Hazardous Materials. If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials.

10.5 Anti-Corruption. Seller shall comply with, and shall ensure that all Seller Parties comply with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business will be conducted pursuant to this Agreement.

10.6 Supplier Code of Conduct. Seller shall comply with Astera's supplier code of conduct ("Astera's Supplier Code of Conduct"). Astera has adopted the Responsible Business Alliance (RBA) Code of Conduct as Astera's Supplier Code of Conduct. The RBA Code of Conduct is available at <https://www.responsiblebusiness.org/code-of-conduct/>. If Seller is contracted to manufacture Astera products or related components, Seller's subcontractors are expected to comply with the Astera's Supplier Code of Conduct.

11. **TERMINATION.** Astera may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Astera shall pay Seller for the conforming Goods delivered to Astera through the date of termination. Astera may terminate this Agreement for any other reason upon ten (10) days' written notice to Seller. Seller shall cease to provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Astera shall be liable to Seller only for those conforming Goods delivered to Astera through the date of termination. Upon the expiration or termination of this Agreement for any reason: (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (ii) Seller will promptly notify Astera of all Astera confidential information in Seller's possession and, at the expense of Seller and in accordance with Astera's instructions, will promptly deliver to Astera all such Astera confidential information.

12. **SURVIVAL OF OBLIGATIONS.** Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ASTERA BE LIABLE TO SELLER OR SELLER PARTIES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT ASTERA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. **MISCELLANEOUS.**

14.1 Force Majeure. Neither party will be liable for any failure to perform, including failure to take delivery of the Goods as provided, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, government action or accident, provided it promptly notifies the other party and uses reasonable efforts to correct its failure to perform.

14.2 Severability. If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.3 Remedies. If Seller breaches this Agreement, Astera shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Astera shall be the right to recover damages

in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Astera for which there will be no adequate remedy at law and, in the event of such breach, Astera will be entitled to seek injunctive relief, or a decree of specific performance.

14.4 Assignment; Waiver. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Astera. Any assignment or transfer without such written consent shall be null and void. A waiver of any default or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

14.5 Non-Exclusive Agreement. This is not an exclusive agreement. Astera is free to engage others to provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer, and provide Seller's Goods to others; provided however, that Seller does not breach this Agreement.

14.6 Governing Law. This Agreement and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to their relationship.

14.7 Dispute Resolution; Jurisdiction; Venue. If there is a dispute between the parties arising out of or related to this Agreement, the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within sixty (60) days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in Santa Clara County California. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within sixty (60) days after commencing mediation, either party may commence litigation in the state or federal courts in Santa Clara County, California. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Process served personally or by registered or certified mail, return receipt requested, will constitute adequate service of process in any such action, suit or proceeding. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in any court referred to above; (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process.

14.8 Entire Agreement; Modification. This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related POs.