As filed with the Securities and Exchange Commission on October 23, 2019.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-1
REGISTRATION STATEMENT
Under
The Securities Act of 1933

SiTime Corporation
(Exact name of Registrant as specified in its charter)

Delaware	**3674**	**02-0713868**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

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(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee**
Common Stock, $0.0001 par value per share	$100,000,000	$12,980

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase to cover over-allotments, if any.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with the provisions of Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities.

PRELIMINARY PROSPECTUS
(Subject to Completion, dated October 23, 2019)

Shares

COMMON STOCK

This is the initial public offering of shares of common stock of SiTime Corporation. We are offering shares of our common stock. No public market currently exists for our shares. We anticipate that the initial public offering price will be between $ and $ per share. We are currently a wholly owned subsidiary of MegaChips Corporation, or MegaChips. Upon completion of this offering, MegaChips will own approximately % of our outstanding common stock (approximately % if the underwriters exercise their over-allotment option in full). For additional information regarding our relationship with MegaChips, see "Certain Relationships and Related Party Transactions" and "Principal Stockholder." Upon completion of this offering, we will be a "controlled company" within the meaning of the listing rules of The Nasdaq Stock Market LLC.

We have applied to have our common stock listed on The Nasdaq Global Select Market under the symbol "SITM."

We are an "emerging growth company," as defined under the federal securities laws and are subject to reduced public company reporting requirements. Investing in our common stock involves risks. See "Risk Factors" beginning on page 14.

PRICE $ PER SHARE

	Price to Public	Underwriting Discounts and Commissions(1)	Proceeds to SiTime
Per share	$	$	$
Total	$	$	$

(1) See "Underwriting" for a description of the compensation payable to the underwriters.

We have granted the underwriters the right to purchase up to additional shares of common stock from us, solely to cover over-allotments, if any.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of common stock to purchasers on or about , 2019.

Barclays **Stifel**

Needham & Company **Raymond James** **Roth Capital Partners**

, 2019

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Neither we nor the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. Neither we nor the underwriters take any responsibility for, or can provide any assurance as to the reliability of, any other information that others may give you. We are not offering to sell, or seeking offers to buy, shares of our common stock in any jurisdiction where these offers and sales are not permitted. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of shares of our common stock. Our business, financial condition, results of operations, and prospects may have and are likely to have changed since that date.

Through and including , 2019 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

For investors outside the United States: Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our common stock and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information you should consider in making your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including our consolidated financial statements and related notes and the information set forth in "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Unless the context otherwise requires, the terms "SiTime," "the company," "we," "us," and "our" in this prospectus refer to SiTime Corporation and its subsidiaries.

Our Mission

Our mission is to be the preeminent timing systems solutions provider for today's electronics and tomorrow's technological advances by providing the highest performance timing solutions.

Company Overview

We are a leading provider of silicon timing systems solutions. Our timing solutions are the heartbeat of our customers' electronic systems, solving complex timing problems and enabling industry-leading products. We are disrupting a timing market generally addressed by 70-year old technology. According to Dedalus Consulting and our estimates, the global timing market is over $7.7 billion as of 2018 and is expected to grow to $10.1 billion by 2024. To date, we have generated substantially all of our revenue from sales of oscillator systems, which represent approximately $3.8 billion of this $7.7 billion market. Our current products also include resonators and clock ICs, which represent approximately $2.9 billion and $1.0 billion of this market, respectively. We have generated modest revenue to date from sales of resonators and de minimis revenue from sales of clock ICs, which we began sampling in the second quarter of 2019. We believe we are disrupting this market from a technological perspective since we are focused on designing system-level timing solutions based entirely on silicon, in contrast to legacy quartz-based timing solutions, and we believe we are currently the only company focused on designing and producing all components of a timing solution, in contrast to other companies which typically design only one or two components. We believe we are also disrupting this market because we offer products differentiated by high performance and reliability, programmability, small size, low power consumption, temperature stability, and resilience to mechanical shock and vibration, at an optimum price. We believe we are the only semiconductor company focused entirely on all aspects of timing technology. In addition, we are the only silicon timing systems solutions provider that designs sophisticated system-level timing solutions based entirely on silicon technology. We believe we are also the only such provider that operates a fabless business model, which allows us to quickly scale production and reduce our capital expenditures. We believe we are also the only silicon timing systems solution provider that offers a lifetime warranty on its products. At the forefront of a revolution in timing, our all-silicon solutions enjoy significant competitive advantages and are based on three fundamental areas of expertise: Microelectromechanical Systems, or MEMS, analog mixed-signal design capabilities, and advanced system-level integration expertise. Our solutions have been designed into over 200 applications across our target markets, including enterprise and telecommunications infrastructure, automotive, industrial, Internet of Things, or IoT, and mobile, and aerospace and defense. As of September 30, 2019, we have shipped over 1.5 billion units to over 10,000 end customers, which we believe is a substantially greater number of units shipped than any other MEMS timing company. Our top end customers by revenue for the six months ended June 30, 2019 include Apple Inc., or Apple, Fitbit, Inc., or Fitbit, Garmin Ltd., or GARMIN, Hangzhou Hikvision Digital Technology Co., Ltd., or HiKVision, Samsung Electronics Co., Ltd., or Samsung, Google Inc., or Google, Microsoft Corporation, or Microsoft, Dell Inc., or Dell, and Huami Corporation, or Huami.

Timing solutions ensure that electronic systems run reliably by providing a precise timing signal tailored to specific application requirements. To solve our customers' timing challenges, we focus on designing sophisticated system-level timing solutions based entirely on silicon technology. Our customers turn to us for our

system-level expertise that allows us to integrate numerous timing building blocks into a single system, which in turn enables us to optimize performance with minimal lead times.

We view timing solutions through a historical lens. For over 250 years, timing solutions have focused on providing increased accuracy under harsh environmental conditions, while also accommodating the increasing need for smaller sizes, greater portability, and lower cost. As electronics continue to evolve at a rapid pace, suppliers require increasingly advanced timing solutions to solve performance, reliability, power, and size challenges in applications ranging from large high-power equipment to small low-power battery-operated devices. Our silicon-based timing solutions are designed to be resilient to extreme environmental interference. For IoT products, our silicon-based timing solutions have the advantage of offering high performance at optimal power consumption and size as our customers fit more functionality into smaller devices. For the automotive market, our solutions can be utilized in advanced driver assistance systems for self-driving cars, which require increased timing accuracy.

Substantially all of our revenue to date has been derived from sales of oscillator systems across our target end markets. We generated modest revenue from sales of our resonators in 2018 and began sampling our first clock integrated circuit, or IC, to customers in 2019. We seek to aggressively expand our presence in these two markets. We operate a fabless business model, which allows us to quickly scale production and reduce our capital expenditures. We leverage our internal direct sales force as well as our global network of distributors and resellers to address the broad set of end markets we serve. For the year ended December 31, 2018, our revenue was $85.2 million and our net loss was $9.3 million. For the nine months ended September 30, 2019, our revenue was $56.0 million and our net loss was $7.2 million. We are currently a wholly owned subsidiary of MegaChips, a fabless semiconductor company based in Japan and traded on the Tokyo Stock Exchange. Upon completion of this offering, MegaChips will continue to hold a majority controlling interest in our common stock. We currently anticipate that MegaChips will remain a strategic stakeholder for the foreseeable future.

Industry Background

Timing Solutions Enable Innovation and are Rapidly Evolving

The ability to accurately measure and reference time has been essential to humankind's greatest inventions and technological progress. For example, the invention of the marine chronometer in the 18th century, which accurately measured time and geographic longitude for seafaring vessels, ushered in an era of unprecedented exploration and innovation that continues to this day. Timing is the heartbeat of every electronic system, ensuring that the system runs smoothly and reliably by providing and distributing clock signals to various critical components such as central processing units, or CPUs, communication and interface chips, and radio frequency components. As electronics are expected to operate at higher performance levels in increasingly challenging environments, while also being more complex and footprint-constrained, we believe they will require more sophisticated timing solutions. For example, as 5G communications networks mature, we expect that they will require higher precision from a greater number of oscillators and timing systems.

Key Building Blocks of Timing Solutions

Timing solutions are comprised of three key building blocks:

- Resonators – mechanical silicon structures that vibrate at a precise frequency and provide the core accuracy and stability in oscillator systems;
- Oscillators – active systems that combine resonators with analog mixed-signal ICs that cause the resonators to vibrate, generating accurate clock signals; and
- Clock ICs – integrated analog mixed-signal circuits such as phase-locked loops, or PLLs, clock dividers, and drivers. Clock ICs require resonators and oscillators for timing references and may integrate these components into complex systems.

These three building blocks may be used individually or in combination, depending on the end product's performance, price, and size requirements.

Limitations of Legacy Quartz-based Solutions

For the past 70 years, quartz crystal has been the predominant technology of choice for resonators and will continue to play a role in the timing market. However, quartz timing devices, largely unchanged in decades, have many inherent limitations, including limited frequency ranges, sensitivity to vibration and mechanical shock, susceptibility to frequency jumps at particular temperatures, and limited programmability. In addition, quartz devices must be housed in ceramic packaging, and thus are difficult to integrate into standard semiconductor packages and require dedicated quartz manufacturing facilities and relatively long lead times. Furthermore, as electronic systems become more complex, feature-rich, and robust, they require more sophisticated timing systems that can seamlessly integrate a variety of resonators, oscillators, and clock ICs in various system-level combinations. This seamless integration is more difficult with legacy quartz systems.

Silicon Timing Solutions Poised to Disrupt the Market

We believe that MEMS is an ideal process technology for resonator design. Specifically, its ability to integrate with other circuits in standard semiconductor packages has made scalable standard silicon manufacturing possible for resonator and broader timing technology. MEMS and silicon-based technologies are able to operate in a wide range of frequencies, are resistant to vibration and mechanical shock, and are less susceptible to frequency jumps. These technologies are also inherently well-suited to produce timing solutions that are small in size, and offer high performance, robustness, and programmability. Timing solutions based on these technologies can be manufactured using mainstream fabless semiconductor processes and capacity, allowing for cost-effective high-volume manufacturing.

Significant Market Opportunity for Timing Solutions

The overall timing market represents over a $7.7 billion opportunity as of 2018 and is expected to grow to approximately $10.1 billion by 2024, representing a cumulative average growth rate, or CAGR, of 4%. Dedalus Consulting estimates that oscillators and standalone resonators represent approximately $3.8 billion and $2.9 billion total addressable markets, respectively, as of 2018. Based on our internal estimates, we believe clock ICs represent an approximate $1.0 billion total addressable market. As a subset of the broader timing market, the market for MEMS oscillators is projected to grow from $0.1 billion in 2018 to $0.6 billion by 2024, representing a CAGR of 35.2%, according to Yole Développement.

The Opportunity for Advanced Solutions

End markets where we believe our silicon-based timing is enabling greater functionality than legacy solutions:

Telecommunications, Enterprise, and Cloud Infrastructure

Communications infrastructure equipment used in wireless base stations, wired infrastructure equipment, enterprise networks, and cloud data centers must provide high performance and stability in demanding environments, which may include temperature fluctuations, mechanical shocks, and vibration. According to Gartner, "Recent reports on 5G pilots and testing have identified a wide range of projected data throughput speeds ranging from 10 times up to 1,000 times faster than 4G. Other reports estimate ranges of one to 10 gigabytes per second."[(1)]

(1) Gartner, Starting Now, Supply Chain Leaders Should Assess the Potential for 5G Mobile Communications Networks, May 2019. The Gartner Report described herein, represents research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. ("Gartner"), and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this prospectus) and the opinions expressed in the Gartner Report is subject to change without notice.

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Industrial

Industrial equipment, ranging from factory machinery to medical devices, is often exposed to environments characterized by temperature fluctuation, mechanical shocks, and vibration. We believe silicon-based timing solutions can perform better than legacy quartz-based solutions in demanding industrial environments at comparable cost and with lower power consumption.

Automotive

For automotive applications, timing technology must perform well and be reliable over the life of an automobile in an environment characterized by vibration, mechanical shocks, electromagnetic interference, wide temperature ranges, and rapid temperature change. Toyota estimates that the "data volume between vehicles and the cloud will reach 10 exabytes per month around 2025, approximately 10,000 times larger than the present volume." These communication systems will require precise timing. We believe silicon-based timing can address many of the challenges associated with this demanding automotive ecosystem.

IoT and Mobile

The IoT revolution will enable the proliferation of billions of internet-connected devices in industrial and consumer applications. According to IHS Markit, the global installed base of IoT devices will increase from 27 billion in 2017 to 73 billion in 2025. Many of these devices need to package a significant amount of electronics in a limited battery-powered and size-constrained envelope, while still requiring high performance and high accuracy. Due to the ability to integrate with ICs, we believe silicon-based timing solutions are well-suited to optimize footprint, reliability, and power consumption of the overall system within IoT and mobile devices.

Aerospace and Defense

Timing devices used in aerospace and defense applications such as rockets and satellites need to withstand extreme vibration forces and temperature gradients during operation. MEMS timing devices are well-suited for these applications, as they provide up to 40 times better stability under vibration than comparable quartz-based solutions.

Our Solution and Technology

Our silicon timing solutions are comprised of:

- **MEMS resonators**: We pioneered the MEMS-based timing industry with the MEMS First™, EpiSeal™, and TempFlat™ processes. These processes improve resonator stability, decrease aging effects, and enhance stability over temperature and time. We believe our MEMS resonators are easy to integrate into silicon-based oscillators and clock ICs, and allow us to develop tightly-integrated high performance timing solutions.
- **Clock ICs**: Our analog mixed-signal technologies include several innovative low noise oscillators, high-performance PLLs, low noise data converters, stable low phase noise oscillators, and precision low aging reference circuits. Many of our oscillators use temperature sensing to maximize frequency stability. Our low-power nano-ampere and high-resolution DualMEMS™ micro-kelvin-resolution sensing technologies stabilize our timing solutions despite rapid temperature changes.
- **Advanced system-level integration**: We have extensive know-how in integrating various timing components into elegant system-level solutions. Our ability to integrate MEMS-based devices with analog mixed-signal products allows us to develop oscillators and clock ICs in diverse permutations, which helps us solve difficult timing challenges. Using advanced packaging designs, we believe we can design our products to fit in the smallest footprints in the industry.

We design each key building block of the timing system, from MEMS resonators to oscillators to clock ICs. Our ability to combine our MEMS resonators with analog-mixed signal components in a fabless manufacturing process allows us to build full timing solutions from the ground up, enabling our customers to focus on their core expertise.

Our solutions are programmable across multiple characteristics including frequencies, stability metrics, voltage parameters, and temperature ranges, among others, and offer the following benefits:

- **High performance**: Our portfolio of silicon-based MEMS resonators allows us to provide our customers with high performance solutions across a wide range of attributes including temperature, vibration, phase jitter, and other metrics.
- **Small footprint**: Our solutions have a small footprint and package size, optimizing the end customer's board area.
- **Low power**: Our solutions operate at ultra-low power levels and are well-suited for portable battery-operated applications.
- **Programmability**: Our devices are configurable across a wide range of parameters, including frequencies, stability metrics, voltage parameters, and temperature ranges, among others, resulting in design flexibility for the customer, and enabling us to produce a vast number of custom timing products on demand with short lead times.
- **High quality and reliability**: The combination of our design and manufacturing processes enables us to produce high quality products with long-term reliability. Our solutions offer low sensitivity to electromagnetic energy, mechanical shock, vibration, airflow, and temperature gradient.
- **Flexible integration**: Our MEMS resonators and clock ICs allow a wide range of packaging and integration methodologies to support various levels of size, cost and electrical, thermal, and mechanical performance.
- **Leveraged product development**: Our solutions employ different combinations of MEMS and circuit components, enabling us to generate a vast number of custom part numbers, including over 30,000 uniquely programmable part numbers shipped to date.
- **Rapid time to market**: Our solutions can typically be delivered within weeks of initial configuration, enabling us to reduce our end customers' time to market.

Our Competitive Strengths

Our leadership in silicon timing systems solutions results from the following core strengths:

- **Exclusive focus on timing**. Our research and development, engineering, manufacturing, sales, and marketing activities are focused solely on timing solutions, unlike companies who allocate their resources to a diverse set of competencies. We believe this significant expertise in timing allows us to solve complex timing problems for our customers, enabling higher value and better end products. This in turn enables our customers to develop innovative products using our timing solutions.
- **Leading differentiated MEMS technology**. We believe we are at the forefront of the MEMS timing market, which is expected to grow at a 35.2% CAGR from $0.1 billion in 2018 to $0.6 billion by 2024 according to Yole Développement. Our portfolio of silicon-based MEMS resonators enables our entire portfolio of timing solutions and allows us to provide our customers with high performance solutions across a range of attributes including temperature, vibration, phase jitter, and other metrics.
- **Broad customer base and end-market diversification**. Our end customer base has grown from approximately 1,700 end customers as of December 31, 2013 to over 10,000 individual end customers

across our end markets. We believe the increasing breadth of our customer base provides us with opportunities to diversify our revenue streams and expand our know-how as we develop solutions for a variety of use cases.

- **Collaboration with industry leaders**. We often collaborate with industry leaders at the front end of their design cycles, providing us with enhanced visibility into the future requirements of our industry-leading customers.
- **Flexible outsourced manufacturing**. By working with world-class foundries and top-tier test and assembly and supply chain partners, we are able to quickly scale production using mainstream semiconductor manufacturing and wafer scale integration and reduce our capital expenditures without compromising the quality of our end product. In addition, the inherently small size of our MEMS die allows system designs to be flexible with broad layouts and achieve smaller form factors.
- **Experienced management team leading customer solution focused organization**. We were built as a customer-first organization, focused on solving our customers' most complex timing challenges. Our highly technical and experienced management team has created an engineering focused culture that has enabled us to hire and retain some of the best timing engineering talent, with engineers comprising approximately 45% of our workforce.

Our Strategy

Our objective is to be the leading timing solution provider for advanced and challenging applications. Our solutions not only displace existing products by providing improved performance across a range of operational attributes, but also enable next-generation devices by providing high performance timing solutions at affordable price points. Key elements of our strategy include:

- **Extend our silicon-based timing leadership**. We intend to continue driving innovation in the timing market and working with our ecosystem partners to help set the timing standards of the future. We plan to improve the performance of our current solution suite across a variety of key metrics, including size, power, frequency stability, phase noise, and signal quality, while adding new functionality.
- **Advocate benefits of silicon technology**. We intend to continue to educate current and prospective customers about the benefits of our silicon timing systems solutions relative to their existing and future products.
- **Identify and promote new and emerging applications for our technologies**. We intend to continue to collaborate with our end customers to identify timing challenges related to their product roadmaps and to develop innovative solutions to help them realize these products.
- **Enable future technology innovation**. We plan to continue to partner with leading technology companies to develop innovative products.
- **Broaden our product portfolio**. We intend to continue to broaden our product portfolio by offering additional varieties of oscillators, expanding our business in standalone resonators, and entering the clock IC market.
- **Continue to attract and acquire new customers**. We intend to expand our end customer base by focusing on direct dialogue with large strategic accounts as well as partnerships with large distributors and resellers. We believe this multi-track strategy will allow us to provide differentiated solutions to a broad array of customers.
- **Drive margin expansion of our products**. We intend to use our technological expertise to deliver higher value and higher margin products. In addition, we intend to continue to reduce our costs through operational improvements and supply-chain management initiatives.

- **Offer value on business metrics**. In addition to differentiating our solutions based on technical features and value, we also intend to provide value to our customers on business metrics by leveraging our fabless semiconductor infrastructure. These benefits may include shorter lead times, higher quality and reliability, and therefore lower cost of ownership for the end user.

Risks Associated with Our Business

Our business is subject to numerous risks, as more fully described in “Risk Factors” immediately following this prospectus summary. You should read these risks before you invest in our common stock. We may be unable, for many reasons, including those that are beyond our control, to implement our business strategy. In particular, risks associated with our business include, among others:

- Since we currently depend on one end customer for a large portion of our revenue, the loss of, or a significant reduction in orders from this end customer, could significantly reduce our revenue. In addition, if our distributors’ relationships with this end customer are disrupted for any reason, it could have a significant negative impact on our business.
- If we are unable to expand or further diversify our customer base, our business, financial condition, and results of operations could suffer.
- We generally do not have long-term purchase commitments with our customers, and orders may be cancelled, reduced, or rescheduled with little or no notice, which in turn exposes us to inventory risk and may harm our operating results.
- Our revenue and operating results may fluctuate from period to period due to, among other factors, customer demand, product life cycles, fluctuations in inventories held by our distributors or end customers, the gain or loss of significant customers, research and development costs, and warranty claims. This in turn could cause our stock price to decline.
- We have an accumulated deficit and have incurred net losses in the past, and we may continue to incur net losses in the future.
- Our history of net operating losses, loan obligations, and our accumulated deficit raise substantial doubt regarding our ability to continue as a going concern.
- Our success and future revenue depend on our ability to achieve design wins and to convince our current and prospective customers to design our products into their product offerings.
- We provide a lifetime warranty on our products and may be subject to warranty or product liability claims, which could harm our reputation, result in unexpected expenses, and cause us to lose market share.
- We may fail to adequately protect our intellectual property and have received, and may in the future receive, claims of intellectual property infringement, which in turn could result in significant expense, result in the loss of significant rights, and harm our relationship with our end customers and distributors.
- We may be impacted by risks associated with MegaChips and may have potential conflicts of interest with MegaChips or its affiliates, which in turn could impact our business and operating results.

Emerging Growth Company Status

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, enacted in April 2012. We intend to take advantage of certain exemptions under the JOBS Act from various public company reporting requirements, including not being required to have our internal control over financial

reporting audited by our independent registered public accounting firm pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these exemptions until the earlier of the last day of the fiscal year following the fifth anniversary of the completion of this offering or the date we cease to be an "emerging growth company."

We have irrevocably elected not to avail ourselves of the provision of the JOBS Act that permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

Corporate Information

We were incorporated in Delaware on December 3, 2003. Our principal executive offices are located at 5451 Patrick Henry Drive, Santa Clara, California 95054, and our telephone number is (408) 328-4400. Our corporate website address is *www.sitime.com*. Information contained on or accessible through our website is not a part of this prospectus and should not be relied on in determining whether to make an investment decision. The inclusion of our website address in this prospectus is an inactive textual reference only.

In November 2014, we were acquired by MegaChips, a fabless semiconductor company based in Japan and traded on the Tokyo Stock Exchange. As a result of the acquisition, we became a wholly owned subsidiary of MegaChips. After completion of this offering, MegaChips will own approximately   % of our outstanding common stock, assuming the underwriters do not exercise their over-allotment option, and approximately   % if the underwriters exercise their over-allotment option in full. As a result of this ownership interest, MegaChips controls and will continue to control, us upon completion of this offering. There are potential conflicts of interest between us and MegaChips and its affiliates. Also, MegaChips currently holds two out of three seats on our board of directors. Effective November 1, 2019 and after this offering, for so long as it continues to hold at least 50% of our outstanding common stock, MegaChips is expected to hold at least one out of seven seats on our board of directors. Although we do not have any agreement with MegaChips that provides MegaChips the right to such board seats, as a controlled company, we expect that for as long as it holds 50% or more of our outstanding common stock, it will have the ability to elect all of the members of our board of directors. Our director, Akira Takata, is the managing director of MegaChips, and our director, Koichi Akeyama, is the president and chief executive officer of MegaChips Technology America Corporation, or MegaChips America, a wholly owned subsidiary of MegaChips. Our Chief Executive Officer Rajesh Vashist also serves as an officer of MegaChips' MEMS business. Messrs. Takata's, Akeyama's, and Vashist's positions with us and MegaChips and some of its affiliated entities could create actual or perceived conflicts of interest with respect to a variety of matters, such as matters requiring stockholder approval, corporate opportunities, and business relationships. See "Management—Non-Employee Directors."

We have obtained registered trademarks for Apex MEMS, Elite Platform, EPISEAL, MEMS FIRST, SITIME, Super-TCXO, TEMPFLAT, TempFlat MEMS, and TEMPFLAT MEMS. In addition, DualMEMS, Emerald, Endura, TimeMaster, and TurboCompensation are our trademarks. This prospectus contains references to our trademarks and to trademarks belonging to other entities. Solely for convenience, trademarks and trade names referred to in this prospectus, including logos, artwork, and other visual displays, may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trade names or trademarks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

THE OFFERING

Common stock offered by us	shares
Over-allotment option	shares
Common stock to be outstanding after this offering	shares (shares if the underwriters exercise their over-allotment option in full)
Controlled company	Upon completion of this offering, we will be a “controlled company” within the meaning of the listing rules of The Nasdaq Stock Market LLC.
Use of proceeds	We estimate that the net proceeds to us from this offering will be approximately $ million (or $ million if the underwriters exercise their over-allotment option in full), based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering primarily for general corporate purposes, including working capital, sales and marketing activities, product development, general and administrative matters, and capital expenditures, although we do not currently have any specific plans with respect to use of proceeds for such purposes. We also may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies, or to pay down a portion of our outstanding indebtedness. However, we do not have agreements, commitments, or plans for any specific acquisitions or debt repayments at this time. See “Use of Proceeds.”
Risk factors	You should read “Risk Factors” for a discussion of certain of the factors to consider carefully before deciding to purchase any shares of our common stock.
Proposed trading symbol on The Nasdaq Global Select Market	“SITM”

Unless otherwise indicated, the number of shares of our common stock to be outstanding after this offering is based on 15,000,000 shares of common stock outstanding as of September 30, 2019 (after giving effect to a 1-for-30,000 stock split), and excludes 4,700,000 shares of our common stock reserved for future issuance under our 2019 Stock Incentive Plan, or the 2019 Plan, which will become effective as of immediately prior to the completion of this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2019 Plan.

Unless otherwise indicated, all information contained in this prospectus assumes or gives effect to:

- the filing of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws upon completion of this offering;
- a 1-for-30,000 split of our common stock which became effective on October 18, 2019; and
- no exercise by the underwriters of their option to purchase up to additional shares of our common stock from us to cover over-allotments, if any.

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SUMMARY CONSOLIDATED FINANCIAL DATA

The summary consolidated statements of operations data presented below for the years ended December 31, 2017 and 2018 are derived from our audited consolidated financial statements included elsewhere in this prospectus. We have derived the summary consolidated statement of operations data for the nine months ended September 30, 2018 and 2019 and our balance sheet data as of September 30, 2019 from our unaudited interim consolidated financial statements included elsewhere in this prospectus. The unaudited interim consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements and reflect, in the opinion of management, all adjustments, consisting only of normal, recurring adjustments that are necessary for a fair presentation of the unaudited interim consolidated information. The following summary consolidated financial data should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected for any period in the future, and the results for the nine months ended September 30, 2019 are not necessarily indicative of results to be expected for the full year ending December 31, 2019 or any other period.

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands, except share and per share amounts)			
Consolidated Statements of Operations Data:				
Revenue	$ 101,065	$ 85,214	$ 62,363	$ 55,985
Cost of revenue(1)	53,147	49,009	39,909	29,875
Gross profit	47,918	36,205	22,454	26,110
Operating expenses:				
Research and development(1)	20,988	22,775	16,544	17,846
Sales and marketing(1)	13,383	14,607	11,288	8,710
General and administrative(1)	7,957	6,613	4,501	5,457
Total operating expenses	42,328	43,995	32,333	32,013
Income (loss) from operations(1)	5,590	(7,790)	(9,879)	(5,903)
Interest expense	(870)	(1,512)	(1,069)	(1,320)
Other expense, net	(29)	(66)	(41)	(16)
Income (loss) before income taxes	4,691	(9,368)	(10,989)	(7,239)
Income tax benefit (expense)	32	26	(1)	(1)
Net income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Net income (loss) attributable to common stockholder and comprehensive income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Net income (loss) per share attributable to common stockholder, basic and diluted(2)	$ 0.31	$ (0.62)	$ (0.73)	$ (0.48)
Weighted-average shares used to compute basic and diluted net income (loss) per share(2)	15,000,000	15,000,000	15,000,000	15,000,000

Other Financial Data:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
	(unaudited) (in thousands, except percentages)			
Adjusted EBITDA[3]	$ 14,803	$ 2,154	$ (2,077)	$ 256
Adjusted EBITDA margin[3]	15%	3%	(3)%	0%

(1) Stock-based compensation included in the consolidated statements of operations data above was as follows:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands)			
Cost of revenue	$ 131	$ 58	$ 58	$ —
Research and development	2,774	1,588	1,588	—
Sales and marketing	1,569	736	736	—
General and administrative	1,192	149	149	—
Total	$ 5,666	$ 2,531	$ 2,531	$ —

(2) See Note 3 to our audited financial statements included elsewhere in this prospectus for an explanation of the calculations of our basic and diluted net income (loss) per share.

(3) See "Non-GAAP Financial Measures" for a reconciliation of adjusted EBITDA and adjusted EBITDA margin to net income (loss) attributable to common stockholder and comprehensive income (loss), the most directly comparable GAAP financial measure, and for a discussion of how we define adjusted EBITDA and adjusted EBITDA margin, why management believes these non-GAAP financial measures provide useful information to investors, and the purposes for which management uses these non-GAAP financial measures.

	As of September 30, 2019		
	Actual	Pro Forma	Pro Forma As Adjusted
	(unaudited) (in thousands)		
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 9,232	$ 9,232	$
Working capital (deficit)[a]	(15,009)	(15,009)	
Total assets	71,193	71,193	
Total debt	46,000	46,000	
Total liabilities	67,418	67,418	
Total stockholders' equity	3,775	3,775	

(a) Working capital (deficit) is defined as total current assets less total current liabilities. See our unaudited condensed consolidated interim financial statements and the related notes included elsewhere in this prospectus for further details regarding our current assets and current liabilities.

The table above presents a summary of our consolidated balance sheet data as of September 30, 2019:

- on an actual basis;
- on a pro forma basis, giving effect to the effectiveness of our amended and restated certificate of incorporation upon completion of this offering; and

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- on a pro forma as adjusted basis, giving effect to the pro forma adjustment discussed above, and giving further effect to the sale of shares of our common stock by us in this offering at an assumed initial public offering price of $ per share (the midpoint of the range set forth on the cover of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Non-GAAP Financial Measures

We have included adjusted EBITDA and adjusted EBITDA margin, which are non-GAAP financial measures, in this prospectus because they are key measures used by our management team to help us analyze our financial results, establish budgets and operational goals for managing our business, evaluate our performance, and make strategic decisions. Accordingly, we believe that these non-GAAP financial measures provide useful information to investors and others in understanding and evaluating our operating results in the same manner as our management team and board of directors. In addition, we believe these measures are useful for period-to-period comparisons of our business, as it removes the effect of certain non-cash expenses and certain variable charges. We also believe that the presentation of these non-GAAP financial measures in this prospectus provides an additional tool for investors to use in comparing our core business and results of operations over multiple periods with other companies in our industry, many of which present similar non-GAAP financial measures to investors, and to analyze our cash performance.

The non-GAAP financial measures presented in this prospectus may not be comparable to similarly titled measures reported by other companies due to differences in the way that these measures are calculated. The non-GAAP financial measures presented in this prospectus should not be considered as the sole measure of our performance and should not be considered in isolation from, or as a substitute for, comparable financial measures calculated in accordance with GAAP. The information in the table below sets forth the non-GAAP financial measures along with the most directly comparable GAAP financial measures.

We define adjusted EBITDA as our net income (loss) excluding: (1) depreciation and amortization; (2) interest expense, net; (3) stock-based compensation; (4) other expense, net; and (5) income tax benefit. We define adjusted EBITDA margin as adjusted EBITDA divided by revenue.

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
	(unaudited) (in thousands, except percentages)			
GAAP income (loss) from operations	$ 5,590	$ (7,790)	$ (9,879)	$ (5,903)
Adjusted EBITDA (unaudited)	14,803	2,154	(2,077)	256
Adjusted EBITDA margin (unaudited)	15%	3%	(3)%	0%

Reconciliation

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
	(unaudited) (in thousands)			
Net income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Depreciation and amortization	3,547	7,413	5,271	6,159
Interest expense, net	870	1,512	1,069	1,320
Stock-based compensation	5,666	2,531	2,531	—
Other expense, net	29	66	41	16
Income tax benefit (expense)	(32)	(26)	1	1
Adjusted EBITDA (unaudited)	$ 14,803	$ 2,154	$ (2,077)	$ 256

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this prospectus, including our audited consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before investing in our common stock. If any of the following risks are realized, in whole or in part, our business, financial condition, results of operations, and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operation.

Risks Related to Our Business and Our Industry

We currently depend on one end customer for a large portion of our revenue. The loss of, or a significant reduction in orders from our customers, including this end customer, could significantly reduce our revenue and adversely impact our operating results.

We believe that our operating results for the foreseeable future will continue to depend to a significant extent on revenue attributable to Apple Inc., or Apple, our largest end customer. Sales attributable to this end customer have historically accounted for a large portion of our revenue and accounted for approximately 61%, 40%, 33%, and 35% of our revenue for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively. Revenue attributable to this end customer has decreased in absolute dollars and as a percentage of revenue from 2017 to 2018. We anticipate revenue attributable to this customer will fluctuate from period to period, although we expect to remain dependent on this end customer for a substantial portion of our revenue for the foreseeable future. Although we sell our products to this customer through distributors on a purchase order basis, including Pernas Electronics Co., Ltd., or Pernas, Arrow Electronics, Inc., or Arrow, and Quantek Technology Corporation, or Quantek, we have a development and supply agreement, which provides a general framework for our transactions with Apple. This agreement continues until either party terminates for material breach. Under this agreement, we have agreed to develop and deliver new products to this end customer at its request, provided it also meets our business purposes, and have agreed to indemnify it for intellectual property infringement or any injury or damages caused by our products. This end customer does not have any minimum or binding purchase obligations to us under this agreement and could elect to discontinue making purchases from us with little or no notice. If our end customers were to choose to work with other manufacturers or our relationships with our customers is disrupted for any reason, it could have a significant negative impact on our business. Any reduction in sales attributable to our larger customers, including our largest end customer, would have a significant and disproportionate impact on our business, financial condition, and results of operations.

Because our sales are made pursuant to standard purchase orders, orders may be cancelled, reduced, or rescheduled with little or no notice and without penalty. Cancellations of orders could result in the loss of anticipated sales without allowing us sufficient time to reduce our inventory and operating expenses. In addition, changes in forecasts or the timing of orders from our customers expose us to the risks of inventory shortages or excess inventory. This in turn could cause our operating results to fluctuate. For example, in 2018 we incurred approximately $8.0 million in cost of inventory in anticipation of an order that did not materialize. This resulted in an inventory write-down of approximately $8.0 million for 2018. We were able to sell approximately $3.0 million of such inventory in the fourth quarter of 2018 and approximately $2.4 million of such inventory in the nine months ended September 30, 2019.

Our end customers, or the distributors through which we sell to these customers, may choose to use products in addition to ours, use a different product altogether, or develop an in-house solution. Any of these events could significantly harm our business, financial condition, and results of operations. In addition, if our distributors' relationships with our end customers, including our larger end customers, are disrupted for inability to deliver

sufficient products or for any other reason, it could have a significant negative impact on our business, financial condition, and results of operations.

If we are unable to expand or further diversify our customer base, our business, financial condition, and results of operations could suffer.

We sell our products primarily through distributors and resellers, who in turn sell to our end customers. For the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, our top three distributors by revenue together accounted for approximately 79%, 65%, 64%, and 60% of our revenue, respectively. Based on our shipment information, we believe that revenue attributable to our top ten end customers accounted for 74%, 60%, 58%, and 57% of our revenue in 2017, 2018, and the nine months ended September 30, 2018 and 2019, respectively. Sales attributable to our largest end customer accounted for approximately 61%, 40%, 33%, and 35% of our revenue for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively. We expect the composition of our top end customers to vary from period to period, and that revenue attributable to our top ten end customers in any given period may decline over time. Our relationships with existing customers may deter potential customers who compete with these customers from buying our silicon timing systems solutions. If we are unable to expand or further diversify our customer base, it could harm our business, financial condition, and results of operations.

Because we do not have long-term purchase commitments with our customers, orders may be cancelled, reduced, or rescheduled with little or no notice, which in turn exposes us to inventory risk, and may cause our business and results of operations to suffer.

We sell our products primarily through distributors and resellers, with no long-term or minimum purchase commitments from them or their end customers. Substantially all of our sales to date have been made on a purchase order basis, which orders may be cancelled, changed, or rescheduled with little or no notice or penalty. As a result, our revenue and operating results could fluctuate materially and could be materially and disproportionately impacted by purchasing decisions of our customers, including our larger customers. In the future, our distributors or their end customers may decide to purchase fewer units than they have in the past, may alter their purchasing patterns at any time with limited or no notice, or may decide not to continue to purchase our silicon timing systems solutions at all, any of which could cause our revenue to decline materially and materially harm our business, financial condition, and results of operations. Cancellations of, reductions in, or rescheduling of customer orders could also result in the loss of anticipated sales without allowing us sufficient time to reduce our inventory and operating expenses, as a substantial portion of our expenses are fixed at least in the short term. In addition, changes in forecasts or the timing of orders expose us to the risks of inventory shortages or excess inventory. As we no longer intend to acquire inventory to pre-build custom products, we may not be able to fulfill increased demand, at least in the short term. Any of the foregoing events could materially and adversely affect our business, financial condition, and results of operations.

Our revenue and operating results may fluctuate from period to period, which could cause our stock price to fluctuate.

Our revenue and operating results have fluctuated in the past and may fluctuate from period to period in the future due to a variety of factors, many of which are beyond our control. Factors relating to our business that may contribute to these fluctuations include the following factors, as well as other factors described elsewhere in this prospectus:

- customer demand and product life cycles;
- the receipt, reduction, or cancellation of, or changes in the forecasts or timing of, orders by customers;
- fluctuations in the levels of inventories held by our distributors or end customers;
- the gain or loss of significant customers;
- market acceptance of our products and our customers’ products;

- our ability to develop, introduce, and market new products and technologies on a timely basis;
- the timing and extent of product development costs;
- new product announcements and introductions by us or our competitors;
- our research and development costs and related new product expenditures and our ability to achieve cost reductions in a timely or predictable manner;
- seasonality and fluctuations in sales by product manufacturers that incorporate our silicon timing systems solutions into their products;
- end-market demand into which we have limited insight, including cyclicality, seasonality, and the competitive landscape;
- cyclical fluctuations in the semiconductor market;
- fluctuations in our manufacturing yields;
- significant warranty claims, including those not covered by our suppliers;
- changes in our pricing, product cost, and product mix; and
- supply chain disruptions, delays, shortages, and capacity limitations.

As a result of these and other factors, you should not rely on the results of any prior quarterly or annual periods, or any historical trends reflected in such results, as indications of our future revenue or operating performance. Fluctuations in our revenue and operating results could cause our stock price to decline and, as a result, you may lose some or all of your investment.

We have an accumulated deficit and have incurred net losses in the past, and we may continue to incur net losses in the future.

As of December 31, 2017 and 2018 and September 30, 2019, we had an accumulated deficit of $38.1 million, $47.4 million, and $54.7 million, respectively. We generated net income of $4.7 million in 2017 and incurred a net loss of $9.3 million in 2018 and a net loss of $7.2 million for the nine months ended September 30, 2019. The loss in 2018 was primarily attributable to a reduction in revenue from our largest end customer. The loss in the nine months ended September 30, 2019 was primarily due to a decrease in revenue from customers in Asia primarily as a result of lower sales volume, as well as a reduction in revenue from our largest end customer. We may continue to incur net losses in the future.

We have a history of net operating losses and our accumulated deficit raises substantial doubt regarding our ability to continue as a going concern. If we do not continue as a going concern, investors could lose their entire investment.

Since our acquisition by MegaChips in 2014, we have financed our operations primarily through debt financing. As of September 30, 2019, we had an accumulated deficit of $54.7 million and loan obligations of $46.0 million, of which $43.0 million are due in 2019. For more information regarding our loan obligations, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Obligations.” Although we expect to use cash generated from operations in 2019 to help finance our operations and capital needs, we will need additional funding in 2019 to repay our loan obligations and other capital needs if this offering is not completed.

As a result of the above, management concluded that there is substantial doubt in our ability to continue as a going concern. Management’s plans to address this uncertainty are discussed in Note 1 to our consolidated financial statements. The report of our independent registered public accountant on our financial statements as of and for the years ended December 31, 2017 and 2018 also includes explanatory language describing the existence of substantial doubt about our ability to continue as a going concern. There have been no adjustments to the accompanying financial statements to reflect this uncertainty.

Our ability to continue as a going concern is dependent upon us becoming profitable in the future or to obtain the necessary capital to meet our obligations and repay our liabilities when they become due. Our determination of substantial doubt as going concern could materially limit our ability to raise additional funds through the issuance of equity securities or otherwise. There can be no assurance that we will ever become profitable again or continue as a going concern.

Our success and future revenue depend on our ability to achieve design wins and to convince our current and prospective customers to design our products into their product offerings. If we do not continue to win designs or our products are not designed into our customers' product offerings, our results of operations and business will be harmed.

We sell our silicon timing systems solutions to customers who select our solutions for inclusion in their product offerings. This selection process is typically lengthy and may require us to incur significant design and development expenditures and dedicate scarce engineering resources in pursuit of a single design win with no assurance that our solutions will be selected. If we fail to convince our current or prospective customers to include our products in their product offerings or to achieve a consistent number of design wins, our business, financial condition, and results of operations will be harmed.

Because of our extended sales cycle, our revenue in future years is highly dependent on design wins we are awarded in prior years. It is typical that a design win will not result in meaningful revenue until one year or more later, if at all. If we do not continue to achieve design wins in the short term, our revenue in the following years will deteriorate.

Further, a significant portion of our revenue in any period may depend on a single product design win with a large customer. As a result, the loss of any key design win or any significant delay in the ramp of volume production of the customer's products into which our product is designed could adversely affect our business, financial condition, and results of operations. We may not be able to maintain sales to our key customers or continue to secure key design wins for a variety of reasons, and our customers can stop incorporating our products into their product offerings with limited notice to us and suffer little or no penalty.

If we fail to anticipate or respond to technological shifts or market demands, or to timely develop new or enhanced products or technologies in response to the same, it could result in decreased revenue and the loss of our design wins to our competitors. Due to the interdependence of various components in the systems within which our products and the products of our competitors operate, customers are unlikely to change to another design, once adopted, until the next generation of a technology. As a result, if we fail to introduce new or enhanced products that meet the needs of our customers or penetrate new markets in a timely fashion, and our designs do not gain acceptance, we will lose market share and our competitive position.

The loss of a key customer or design win, a reduction in sales to any key customer, a significant delay or negative development in our customers' product development plans, or our inability to attract new significant customers or secure new key design wins could seriously impact our revenue and materially and adversely affect our business, financial condition, and results of operations.

We may experience difficulties demonstrating the value to customers of newer solutions if they believe existing solutions are adequate to meet end customer expectations. If we are unable to sell new generations of our product, our business would be harmed.

As we develop and introduce new solutions, we face the risk that customers may not value or be willing to bear the cost of incorporating these newer solutions into their product offerings, particularly if they believe their customers are satisfied with prior offerings. Regardless of the improved features or superior performance of the newer solutions, customers may be unwilling to adopt our new solutions due to design or pricing constraints. Because of the extensive time and resources that we invest in developing new solutions, if we are unable to sell

new generations of our solutions, our revenue could decline and our business, financial condition, and results of operations would be negatively affected.

The success of our products is dependent on our customers' ability to develop products that achieve market acceptance, and our customers' failure to do so could negatively affect our business.

The success of our silicon timing systems solutions is heavily dependent on the timely introduction, quality, and market acceptance of our customers' products incorporating our solutions, which are impacted by factors beyond our control. Our customers' products are often very complex and subject to design complexities that may result in design flaws, as well as potential defects, errors, and bugs. We have in the past been subject to delays and project cancellations as a result of design flaws in the products developed by our customers, changing market requirements, such as the customer adding a new feature, or because a customer's product fails their end customer's evaluation or field trial. In other cases, customer products are delayed due to incompatible deliverables from other vendors. We incur significant design and development costs in connection with designing our products for customers' products that may not ultimately achieve market acceptance. If our customers discover design flaws, defects, errors, or bugs in their products, or if they experience changing market requirements, failed evaluations or field trials, or incompatible deliverables from other vendors, they may delay, change, or cancel a project, and we may have incurred significant additional development costs and may not be able to recoup our costs, which in turn would adversely affect our business, financial condition, and results of operations.

Our target customer and product markets may not grow or develop as we currently expect, and if we fail to penetrate new markets and scale successfully within those markets, our revenue and financial condition would be harmed.

Our target markets include the enterprise and telecommunications infrastructure, automotive, industrial, IoT and mobile, and aerospace and defense markets. Substantially all of our revenue for the years ended December 31, 2017 and 2018 and for the nine months ended September 30, 2018 and 2019 was derived from sales in the IoT and mobile, industrial, and consumer markets. In 2017, we began introducing products for the automotive market. In addition, within the timing market, substantially all of our revenue to date has been attributable to sales of MEMS oscillators. We intend to introduce products into the clock IC market, which we began sampling in the second quarter of 2019, and to focus on clock IC and timing sync solutions in the future. Any deterioration in our target customer or product markets or reduction in capital spending to support these markets could lead to a reduction in demand for our products, which would adversely affect our revenue and results of operations. Further, if our target customer markets, including the 5G communications or IoT and mobile markets, do not grow or develop in ways that we currently expect, demand for our technology may not materialize as expected, which would also negatively impact our business, financial condition, and results of operations.

We may be unable to predict the timing or development of trends in our target markets with any accuracy. If we fail to accurately predict market requirements or market demand for these solutions, our business will suffer. A market shift towards an industry standard that we may not support could significantly decrease the demand for our solutions.

Our future revenue growth, if any, will depend in part on our ability to expand within our existing markets, our ability to continue to penetrate emerging markets, such as the 5G communications market, which we entered in 2019, and our ability to enter into new markets, such as the industrial, medical, and military markets. Each of these markets presents distinct and substantial challenges and risks and, in many cases, requires us to develop new customized solutions to address the particular requirements of that market. Meeting the technical requirements and securing design wins in any of these new markets will require a substantial investment of our time and resources. We cannot assure you that we will secure design wins from these or other new markets, or that we will achieve meaningful revenue from sales in these markets. If any of these markets do not develop as

we currently anticipate or if we are unable to penetrate them and scale in them successfully, our revenue could decline.

The average selling prices of our individual products have decreased historically over time and may do so in the future, which could harm our revenue and gross margins.

Although on average selling prices of our products have increased over time as we introduce higher end products, the average selling prices of our individual products generally decrease over time. Our revenue is derived from sales to large distributors and, in some cases, we have agreed in advance to price reductions, generally over a period of time ranging from two months to three years, once the specified product begins to ship in volume. However, our customers may change their purchase orders and demand forecasts at any time with limited notice due in part to fluctuating end-market demand, which can sometimes lead to price renegotiations. Although these price renegotiations can sometimes result in the average selling prices fluctuating over the shorter term, we expect average selling prices generally to decline over the longer term as our products and our end customers' products mature.

We seek to offset the anticipated reductions in our average selling prices by reducing the cost of our products through improvements in manufacturing yields and lower wafer, assembly, and testing costs, developing new products, enhancing lower-cost products on a timely basis, and increasing unit sales. However, if we are unable to offset these anticipated reductions in our average selling prices, our business, financial condition, and results of operations could be negatively affected.

If we are not able to successfully introduce and ship in volume new products in a timely manner, our business and revenue will suffer.

We have developed products that we anticipate will have product life cycles of ten years or more, as well as other products in more volatile high growth or rapidly changing areas, which may have shorter life cycles. Our future success depends, in part, on our ability to develop and introduce new technologies and products that generate new sources of revenue to replace, or build upon, existing revenue streams. If we are unable to repeatedly introduce, in successive years, new products that ship in volume, or if our transition to these new products does not successfully occur prior to any decrease in revenue from our prior products, our revenue will likely decline significantly and rapidly.

Our gross margins may fluctuate due to a variety of factors, which could negatively impact our results of operations and our financial condition.

Our gross margins may fluctuate due to a number of factors, including customer and product mix, market acceptance of our new products, timing and seasonality of the end-market demand, yield, wafer pricing, packaging and testing costs, competitive pricing dynamics, and geographic and market pricing strategies.

To attract new customers or retain existing customers, we have in the past and will in the future offer certain customers favorable prices, which would decrease our average selling prices and likely impact gross margins. Further, we may also offer pricing incentives to our customers on earlier generations of products that inherently have a higher cost structure, which would negatively affect our gross margins. In addition, in the event our customers, including our larger end customers, exert more pressure with respect to pricing and other terms with us, it could put downward pressure on our margins.

Because we do not operate our own manufacturing, assembly, or testing facilities, we may not be able to reduce our costs as rapidly as companies that operate their own facilities, and our costs may even increase, which could further reduce our gross margins. We rely primarily on obtaining yield improvements and volume-based cost reductions to drive cost reductions in the manufacture of existing products, introducing new products that incorporate advanced features and optimize die size, and other price and performance factors that enable us to

increase revenue while maintaining gross margins. To the extent that such cost reductions or revenue increases do not occur at a sufficient level and in a timely manner, our business, financial condition, and results of operations could be adversely affected.

In addition, we maintain an inventory of our products at various stages of production and in finished good inventory. We hold these inventories in anticipation of customer orders. If those customer orders do not materialize in a timely manner, we may have excess or obsolete inventory which we would have to reserve or write-down, and our gross margins would be adversely affected.

Our revenue in recent periods may not be indicative of future performance and our revenue may fluctuate over time.

Our recent revenue should not be considered indicative of our future performance. For the years ended December 31, 2017 and 2018, our revenue was $101.1 million and $85.2 million, respectively, and for the nine months ended September 30, 2018 and 2019, our revenue was $62.4 million and $56.0 million, respectively. You should not rely on our revenue for any previous quarterly or annual period as any indication of our revenue in future periods or for the full year ending December 31, 2019. As we grow our business, our revenue may fluctuate in future periods due to a number of reasons, which may include slowing demand for our products, increasing competition, a decrease in the growth of our overall market or market saturation, and challenges and our failure to capitalize on growth opportunities.

If we are unable to manage our growth effectively, we may not be able to execute our business plan and our operating results could suffer.

In order to succeed in executing our business plan, we will need to manage our growth effectively as we make significant investments in research and development and sales and marketing, and expand our operations and infrastructure both domestically and internationally. In addition, in connection with operating as a public company, we will incur additional significant legal, accounting and other expenses that we did not incur as a private company. If our revenue does not increase to offset these increases in our expenses, we may not achieve or maintain profitability in future periods.

To manage our growth effectively, we must continue to expand our operations, engineering, financial accounting, internal management, and other systems, procedures, and controls. This may require substantial managerial and financial resources, and our efforts may not be successful. Any failure to successfully implement systems enhancements and improvements will likely have a negative impact on our ability to manage our expected growth, as well as our ability to ensure uninterrupted operation of key business systems and compliance with the rules and regulations applicable to public companies. If we are unable to manage our growth effectively, we may not be able to take advantage of market opportunities or develop new silicon timing systems solutions, and we may fail to satisfy customer product or support requirements, maintain the quality of our solutions, execute our business plan or respond to competitive pressures, any of which could negatively affect our business, financial condition, and results of operations.

Our customers require our products and our third-party contractors to undergo a lengthy and expensive qualification process, which does not assure product sales. If we are unsuccessful or delayed in qualifying any of our products with a customer, our business and operating results would suffer.

Prior to purchasing our silicon timing systems solutions, our customers require that both our solutions and our third-party contractors undergo extensive qualification processes, which involve testing of our products in the customers' systems, as well as testing for reliability. This qualification process may continue for several months. However, qualification of a product by a customer does not assure any sales of the product to that customer. Even after successful qualification and sales of a product to a customer, a subsequent revision in our third-party contractors' manufacturing process or our selection of a new supplier may require a new qualification process

with our customers, which may result in delays and in our holding excess or obsolete inventory. After our products are qualified, it can take several months or more before the customer commences volume production of components or systems that incorporate our products. Despite these uncertainties, we devote substantial resources, including design, engineering, sales, marketing, and management efforts, to qualifying our products with customers in anticipation of sales. If we are unsuccessful or delayed in qualifying any of our products with a customer, sales of those products to the customer may be precluded or delayed, which would cause our business, financial condition, and results of operations to suffer.

We provide a lifetime warranty on our products and may be subject to warranty or product liability claims, which could result in unexpected expenses and loss of market share.

We provide a lifetime warranty on our products and generally agree to indemnify our customers for defects in our products. We may be subject to warranty or product liability claims. These claims may require us to make significant expenditures to defend those claims, replace our solutions, refund payments, or pay damage awards. This risk is exacerbated by the lifetime warranty of our products, which exposes us to warranty claims for the entire product lifecycle.

Our silicon timing systems solutions have only been incorporated into end products for the past 12 years. Accordingly, the operation of our products and technology has not been validated over longer periods. If a customer's product fails in use, the customer may incur significant monetary damages, including a product recall or associated replacement expenses as well as lost revenue. The customer may claim that a defect in our product caused the product failure and assert a claim against us to recover monetary damages. In certain situations, circumstances might warrant that we consider incurring the costs or expenses related to a recall of one of our products in order to avoid the potential claims that may be raised should a customer reasonably rely upon our product and suffer a failure due to a design or manufacturing process defect. In addition, the cost of defending these claims and satisfying any arbitration award or judgment with respect to these claims would result in unexpected expenses, which could be substantial, and could harm our business, financial condition, and results of operations. Although we carry product liability insurance, this insurance is subject to significant deductibles and may not adequately cover our costs arising from defects in our products or otherwise.

Defects in our products could harm our relationships with our customers and damage our reputation.

Defects in our products may cause our customers to be reluctant to buy our products, which could harm our ability to retain existing customers and attract new customers and adversely impact our reputation. The process of identifying a defective or potentially defective product in systems that have been widely distributed may be lengthy and require significant resources. Further, if we are unable to determine the root cause of a problem or find an appropriate solution, we may delay shipment to customers. As a result, we may incur significant replacement costs and contract damage claims from our customers, and our reputation, business, financial condition, and results of operations may be adversely affected.

If we fail to accurately anticipate and respond to rapid technological change in the industries in which we operate, our ability to attract and retain customers could be impaired and our competitive position could be harmed.

We operate in industries characterized by rapidly changing technologies as well as technological obsolescence. The introduction of new products by our competitors, the delay or cancellation of any of our customers' product offerings for which our silicon timing systems solutions are designed, the market acceptance of products based on new or alternative technologies, or the emergence of new industry standards could render our existing or future products uncompetitive, obsolete, and otherwise unmarketable. Our failure to anticipate or timely develop new or enhanced products or technologies in response to changing market demand, whether due to technological shifts or otherwise, could result in the loss of customers and decreased revenue and have an adverse effect on our business, financial condition, and results of operations.

If our products do not conform to, or are not compatible with, existing or emerging industry standards, demand for our existing solutions may decrease, which in turn would harm our business and operating results.

We design certain of our products to conform to current industry standards. Some industry standards may not be widely adopted or implemented uniformly, and competing standards may emerge that may be preferred by our distributors or our end customers.

Our ability to compete in the future will depend on our ability to identify and ensure compliance with evolving industry standards in our target markets, as well as in the timing IC industry. The emergence of new industry standards could render our products incompatible with products developed by third-party suppliers or make it difficult for our products to meet the requirements of certain original equipment manufacturers, or OEMs. If our customers or our third-party suppliers adopt new or competing industry standards with which our solutions are not compatible, or if industry groups fail to adopt standards with which our solutions are compatible, our products would become less desirable to our current or prospective customers. As a result, our sales would suffer, and we could be required to make significant expenditures to develop new products. Although we believe our products are compliant with applicable industry standards, proprietary enhancements may not in the future result in conformance with existing industry standards under all circumstances. If our products do not conform to, or are not compatible with, existing or emerging standards, it would harm our business, financial condition, and results of operations.

We may be unable to make the substantial investments that are required to remain competitive in our business.

The semiconductor industry requires substantial and continuous investment in research and development in order to bring to market new and enhanced solutions. We expect our research and development expenditures to increase in the future as part of our strategy to increase demand for our solutions in our current markets and to expand into additional markets. We are a smaller company with limited resources, and we may not have sufficient resources to maintain the level of investment in research and development required to remain competitive. In addition, we cannot assure you that the technologies, which are the focus of our research and development expenditures, will become commercially successful or generate any revenue.

If we fail to compete effectively, we may lose or fail to gain market share, which could negatively impact our operating results and our business.

The global semiconductor market in general, and the timing IC market in particular, is highly competitive. We expect competition to increase and intensify as additional semiconductor companies enter our target markets, and as internal silicon design resources of large OEMs grow. Increased competition could result in price pressure, reduced gross margins and loss of market share, any of which could harm our business, financial condition, and results of operations. Our competitors range from large, international companies offering a wide range of semiconductor products to smaller companies specializing in narrow market verticals. In the MEMS-based oscillator market, we primarily compete against Microchip Technology Inc., or MCHP. In the analog mixed-signal IC and clocking market, we primarily compete against Renesas Electronics Corporation (through their acquisition of Integrated Device Technology, Inc.), Silicon Laboratories Inc., Texas Instruments Incorporated, Microsemi Corporation (which is owned by MCHP), and Analog Devices, Inc. In the oscillator market, we primarily compete against quartz crystal suppliers such as Rakon Limited, Daishinku Corp., or Daishinku, Nihon Dempa Kogyo Co., Ltd., TXC Corporation, Seiko Epson Corporation, and Vectron International (which is owned by MCHP). We expect competition in our current markets to increase in the future as existing competitors improve or expand their product offerings and as new competitors enter these markets. In addition, our future growth will depend in part on our ability to successfully enter and compete in new markets, such as the access market. Some of these markets will likely be served by only a few large, multinational OEMs with substantial negotiating and buying power relative to us and, in some instances, with internally developed silicon solutions that can be competitive to our products.

Our ability to compete successfully depends, in part, on factors that are outside of our control, including industry and general economic trends. Many of our competitors are substantially larger, have greater financial, technical, marketing, distribution, customer support, government support, and other resources, are more established than we are and have significantly better brand recognition and broader product offerings. This in turn may enable them to better withstand adverse economic or market conditions in the future and significantly reduce their pricing so as to compete against us. Our ability to compete successfully will depend on a number of factors, including:

- our ability to define, design, and regularly introduce new products that anticipate the functionality and integration needs of our customers' next-generation products and applications;
- our ability to build strong and long-lasting relationships with our customers and other industry participants;
- our ability to capitalize on, and prevent losses due to, vertical integration by significant customers;
- our solutions' performance and cost-effectiveness relative to those of competing products;
- our ability to achieve design wins;
- the effectiveness and success of our customers' products utilizing our solutions within their competitive end markets;
- our research and development capabilities to provide innovative solutions and maintain our product roadmap;
- the strength of our sales and marketing efforts, including those of our distributors, and our brand awareness and reputation;
- our ability to deliver products in volume on a timely basis at competitive prices;
- our ability to withstand or respond to significant price competition;
- our ability to build and expand international operations in a cost-effective manner;
- our ability to obtain, maintain, protect, and enforce our intellectual property rights, including obtaining intellectual property rights from third parties that may be necessary to meet the evolving demands of the market;
- our ability to defend potential patent infringement claims arising from third parties;
- our ability to promote and support our customers' incorporation of our solutions into their products; and
- our ability to retain high-level talent, including our management team and engineers.

Our competitors may also establish cooperative relationships among themselves or with third parties or may acquire companies that provide similar products to ours. As a result, new competitors or alliances may emerge that could capture significant market share. Any of these factors, alone or in combination with others, could harm our business, financial condition, and results of operations and result in a loss of market share and an increase in pricing pressure.

We depend on our executive officers and other key employees, and the loss of one or more of these employees or an inability to attract or retain highly skilled employees could adversely affect our business.

Our success depends largely upon the continued services of our executive officers and other key employees, including our engineering and sales and marketing personnel. From time to time, there may be changes in our executive management team or other key personnel, which could disrupt our business. We do not have employment agreements with our executive officers or other key personnel that require them to continue to work for us for any specified period and, therefore, they could terminate their employment with us at any time. The loss of one or more of our executive officers or other key employees could have an adverse effect on our business.

In addition, to execute our growth plan, we must attract and retain highly qualified personnel. Competition for these personnel in the San Francisco Bay Area, where our headquarters is located, and in other locations where we maintain offices, is intense, especially for engineers with MEMS technology and advanced clock IC design expertise. We have from time to time experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached legal obligations, resulting in a diversion of our time and resources. In addition, job candidates and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived value of our equity awards declines, it may adversely affect our ability to recruit and retain highly skilled employees. Further, changes in immigration policies may negatively impact our ability to attract and retain personnel, including personnel with specialized technical expertise. If we fail to attract new personnel or fail to retain or motivate our current personnel, our business and future growth prospects could be adversely affected.

Our company culture has contributed to our success and if we cannot maintain this culture as we grow, our business could be harmed.

We believe that our company culture, which promotes innovation, open communication, and teamwork, has been critical to our success. We face a number of challenges that may affect our ability to sustain our corporate culture, including:

- failure to identify, attract, reward, and retain people in leadership positions in our organization who share and further our culture, values and mission;
- the increasing size and geographic diversity of our workforce;
- competitive pressures to move in directions that may divert us from our mission, vision, and values;
- the continued challenges of a rapidly-evolving industry; and
- the increasing need to develop expertise in new areas of business that affect us.

If we are not able to maintain our culture, our business, financial condition, and results of operations could be adversely affected.

We depend on third parties for our wafer fabrication, assembly and testing operations, which exposes us to certain risks that may harm our business.

We operate an outsourced manufacturing business model. As a result, we rely on third parties for all of our manufacturing operations, including wafer fabrication, assembly, and testing. Although we use multiple third-party supplier sources, we depend on these third parties to supply us with material of a requested quantity in a timely manner that meets our standards for yield, cost, and manufacturing quality. Except for our agreement with Robert Bosch LLC, or Bosch, for MEMS wafers, we do not have any long-term supply agreements with any of our other manufacturing suppliers. These third-party manufacturers often serve customers that are larger than us or require a greater portion of their services, which may decrease our relative importance and negotiating leverage with these third parties.

If market demand for wafers or production and assembly materials increases, or if a supplier of our wafers ceases or suspends operations, our supply of wafers and other materials could become limited. We currently have a ten-year supply agreement with Bosch for the fabrication of our MEMS wafers. This agreement expires in 2027 and may be terminated with three years' advance notice beginning in February 2024. We currently rely on Bosch for our MEMS fabrication, and Taiwan Semiconductor Manufacturing Company, or TSMC, for our analog circuits fabrication, and any disruption in their supply of wafers or any increases in their wafer or materials prices could adversely affect our gross margins and our ability to meet customer demands in a timely manner, or at all,

and lead to reduced revenue. Moreover, wafers constitute a large portion of our product cost. If we are unable to negotiate volume discounts or otherwise purchase wafers at favorable prices and in sufficient quantities in a timely manner, our gross margins would be adversely affected.

To ensure continued wafer supply, we may be required to establish alternative wafer supply sources, which could require significant expenditures and limit our negotiating leverage. We currently rely on Bosch and TSMC as our primary foundries and suppliers for our MEMS timing devices and analog circuits, respectively, and only a few foundry vendors have the capability to manufacture our most advanced solutions, in particular with respect to our MEMS solution. If we engage alternative supply sources, we may encounter difficulties and incur additional costs. For example, we also have a license agreement with Bosch under which Bosch granted us a license to use certain patents. Under this agreement, we are required to pay a royalty fee to Bosch if we engage third parties to manufacture, or if we decide to manufacture ourselves, certain generations of our MEMS wafers through March 31, 2024. In addition, shipments could be significantly delayed while these sources are qualified for volume production. If we are unable to maintain our relationship with Bosch or TSMC, our ability to produce high-quality products could suffer, which in turn could harm our business, financial condition, and results of operations.

We currently rely on Advanced Semiconductor Engineering, Inc., or ASE, Carsem (M) Sdn. Bhd., or Carsem, and United Test and Assembly Center Ltd., or UTAC, for assembly and testing, as well as Daishinku and UTAC for ceramic packaging for some of our products. Certain of our manufacturing, packaging, assembly, and testing facilities are located outside of the United States, including Malaysia, Taiwan, and Thailand, where we are subject to increased risk of political and economic instability, difficulties in managing operations, difficulties in enforcing contracts and our intellectual property, severe weather, and employment and labor difficulties. Although we maintain business disruption insurance, this insurance may not be adequate to cover any losses we may experience as a result of such difficulties. Any of these factors could result in manufacturing and supply problems, and delays in our ability to provide our solutions to our customers on a timely basis, or at all. If we experience manufacturing problems at a particular location, we may be required to transfer manufacturing to a new location or supplier. Converting or transferring manufacturing from a primary location or supplier to a backup facility could be expensive and could take several quarters or more. During such a transition, we would be required to meet customer demand from our then-existing inventory, as well as any partially finished goods that could be modified to the required product specifications. In addition, our end customers may require requalification with a new wafer manufacturer. We typically maintain at least a six-month supply of our MEMS wafers for which Bosch is our primary supplier. We do not otherwise maintain sufficient inventory to address a lengthy transition period. As a result, we may not be able to meet customer needs during such a transition, which could damage our customer relationships.

If one or more of these vendors terminates its relationship with us, or if we encounter any problems with our manufacturing supply chain, our ability to ship our solutions to our customers on time and in the quantity required would be adversely affected, which in turn could cause an unanticipated decline in our sales and loss of customers.

If the foundries with which we contract do not achieve satisfactory yields or quality, our reputation and customer relationships could be harmed.

We depend on satisfactory wafer foundry manufacturing capacity, wafer prices, and production yields, as well as timely wafer delivery to meet customer demand and enable us to maintain gross margins. The fabrication of our products is a complex and technically demanding process. Minor deviations in the manufacturing process can cause substantial decreases in yields and, in some cases, cause production to be suspended. Our foundry vendors may experience manufacturing defects and reduced manufacturing yields from time to time. Further, any new foundry vendors we employ may present additional and unexpected manufacturing challenges that could require significant management time and focus. Changes in manufacturing processes or the inadvertent use of defective or contaminated materials by the foundries that we employ could result in lower than anticipated

production yields or unacceptable performance of our devices. Many of these problems are difficult to detect at an early stage of the manufacturing process and may be time-consuming and expensive to correct. Poor production yields from the foundries that we employ, or defects, integration issues, or other performance problems in our solutions could significantly harm our customer relationships and financial results, and give rise to financial or other damages to our customers. Any product liability claim brought against us, even if unsuccessful, would likely be time-consuming and costly to defend.

Manufacturing yields for new products initially tend to be lower as we complete product development and commence volume manufacturing, and typically increase as we bring the product to full production. Our business model includes this assumption of improving manufacturing yields and, as a result, material variances between projected and actual manufacturing yields will have a direct effect on our gross margin and profitability. The difficulty of accurately forecasting manufacturing yields and maintaining cost competitiveness through improving manufacturing yields will continue to be magnified by the increasing process complexity of manufacturing semiconductor products.

Raw material price fluctuations can increase the cost of our products, impact our ability to meet customer commitments, and may adversely affect our results of operations.

The cost of raw materials is a key element in the cost of our products. Our inability to offset material price inflation through increased prices to customers, suppliers, productivity actions, or through commodity hedges could adversely affect our results of operations. Many major components, product equipment items, and raw materials, are procured or subcontracted on a single or sole-source basis. Although we maintain a qualification and performance surveillance process and we believe that sources of supply for raw materials and components are generally adequate, it is difficult to predict what effects shortages or price increases may have in the future. Our inability to fill our supply needs would jeopardize our ability to fulfill obligations under our contracts, which could, in turn, result in reduced sales and profits, contract penalties or terminations, and damage to our customer relationships.

Furthermore, increases in the price of silicon wafers, testing costs, and commodities, which may result in increased production costs, mainly assembly and packaging costs, may result in a decrease in our gross margins. Moreover, our suppliers may pass the increase in raw materials and commodity costs onto us which would further reduce the gross margin of our products. In addition, as we are a fabless company, global market trends such as a shortage of capacity to fulfill our fabrication needs also may increase our raw material costs and thus decrease our gross margin.

We rely on our relationships with industry and technology leaders to enhance our product offerings and our inability to continue to develop or maintain such relationships in the future would harm our ability to remain competitive.

We develop many of our silicon timing systems products for applications in systems that are driven by industry and technology leaders in the communications and computing markets. We work with distributors, resellers, OEMs, and system manufacturers to define industry conventions and standards within our target markets. We believe that these relationships enhance our ability to achieve market acceptance and widespread adoption of our products. If we are unable to continue to develop or maintain these relationships, our silicon timing systems solutions could become less desirable to our customers, our sales could suffer and our competitive position could be harmed.

We are subject to the cyclical nature of the semiconductor industry.

The semiconductor industry is highly cyclical and is characterized by constant and rapid technological change, rapid product obsolescence, price erosion, evolving standards, short product life cycles, and wide fluctuations in product supply and demand. The industry experienced a significant downturn during the most

recent global recession and has been experiencing a downturn in 2019. These downturns have been characterized by diminished product demand, production overcapacity, high inventory levels, and accelerated erosion of average selling prices. The current downturn in the semiconductor industry has been attributed to a variety of factors, including the ongoing U.S.-China trade dispute, weakness in demand and pricing for semiconductors across applications, and excess inventory. While this downturn has not directly impacted our business to date, any prolonged or significant downturn in the semiconductor industry could adversely affect our business and reduce demand for our products. Any future downturns in the semiconductor industry could also harm our business, financial condition, and results of operations. Furthermore, any significant upturn in the semiconductor industry could result in increased competition for access to third-party foundry and assembly capacity. We are dependent on the availability of this capacity to manufacture and assemble our products and we can provide no assurance that adequate capacity will be available to us in the future.

Our ability to receive timely payments from, or the deterioration of the financial conditions of, our distributors or our end customers could adversely affect our operating results.

Our ability to receive timely payments from, or the deterioration of the financial condition of, our distributors or our end customers could adversely impact our collection of accounts receivable, and, as a result, our revenue. We regularly review the collectability and creditworthiness of our customers to determine an appropriate allowance for doubtful accounts. Based on our review of our customers, substantially all of which are large distributors, resellers, OEMs, and system manufacturers, we had a $0.2 million and a $0.1 million reserve for doubtful accounts as of December 31, 2018 and September 30, 2019, respectively. If our doubtful accounts, however, were to exceed our current or future allowance for doubtful accounts, our business, financial condition, and results of operations would be adversely affected.

In preparing our consolidated financial statements, we make good faith estimates and judgments that may change or turn out to be erroneous, which could adversely affect our operating results for the periods in which we revise our estimates or judgments.

In preparing our consolidated financial statements in conformity with GAAP, we must make estimates and judgments in applying our most critical accounting policies. Those estimates and judgments have a significant impact on the results we report in our consolidated financial statements. The most difficult estimates and subjective judgments that we make relate to revenue recognition, inventories, internally developed software capitalization, stock-based compensation, and income taxes. We base our estimates on historical experience, input from outside experts and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We also have other key accounting policies that are not as subjective, and therefore, their application would not require us to make estimates or judgments that are as difficult, but which nevertheless could significantly affect our financial reporting. Actual results may differ materially from these estimates. If these estimates, judgments, or their related assumptions change, our operating results for the periods in which we revise our estimates, judgments, or assumptions could be adversely and perhaps materially affected.

Changes to financial accounting standards may affect our results of operations and could cause us to change our business practices.

We prepare our consolidated financial statements in accordance with GAAP. These accounting principles are subject to interpretation by the Financial Accounting Standards Board, the Securities and Exchange Commission, or the SEC, and various bodies formed to interpret and create accounting rules and regulations. Changes in accounting rules can have a significant effect on our reported financial results and may affect our reporting of transactions completed before a change is announced. Changes to those rules or the questioning of current practices may adversely affect our financial results or the way we conduct our business.

Our loan agreements contain certain restrictive covenants that may limit our operating flexibility.

Our loan agreements contain certain restrictive covenants that either limit our ability to, or require a mandatory prepayment in the event that we, incur additional indebtedness, merge with other companies or enter into or consummate certain change of control transactions, acquire other companies, make certain investments, transfer or dispose of assets, amend certain material agreements, or enter into certain other transactions. We may not be able to generate sufficient cash flow or sales to pay the principal and interest under our outstanding debt obligations. Furthermore, our future working capital, borrowings, or equity financing could be unavailable to repay or refinance the amounts outstanding under our current debt obligations. In the event of a liquidation, our existing and any future lenders would be repaid all outstanding principal and interest prior to distribution of assets to unsecured creditors, and the holders of our common stock would receive a portion of any liquidation proceeds only if all of our creditors, including our existing and any future lenders, were first repaid in full.

We may not be able to accurately predict our future capital needs, and we may not be able to obtain additional financing to fund our operations.

We may need to raise additional funds in the future. Any required additional financing may not be available on terms acceptable to us, or at all. If we raise additional funds by issuing equity securities or convertible debt, investors may experience significant dilution of their ownership interest, and the newly-issued securities may have rights senior to those of the holders of our common stock. If we raise additional funds by obtaining loans from third parties, the terms of those financing arrangements may include negative covenants or other restrictions on our business that could impair our operational flexibility and would also require us to incur additional interest expense. If additional financing is not available when required or is not available on acceptable terms, we may have to scale back our operations or limit our production activities, and we may not be able to expand our business, develop or enhance our solutions, take advantage of business opportunities, or respond to competitive pressures, which could negatively impact our revenue and the competitiveness of our products.

We may make acquisitions in the future that could disrupt our business, cause dilution to our stockholders, reduce our financial resources, and harm our business.

In the future, we may acquire other businesses, products, or technologies. Our ability to make acquisitions and successfully integrate personnel, technologies, or operations of any acquired business is unproven. If we complete acquisitions, we may not achieve the combined revenue, cost synergies, or other benefits from the acquisition that we anticipate, strengthen our competitive position, or achieve our other goals in a timely manner, or at all, and these acquisitions may be viewed negatively by our customers, financial markets, or investors. In addition, any acquisitions we make may create difficulties in integrating personnel, technologies, and operations from the acquired businesses and in retaining and motivating key personnel. Acquisitions may disrupt our ongoing operations, divert management from their primary responsibilities, subject us to additional liabilities, increase our expenses, and adversely impact our business, financial condition, and results of operations. Acquisitions may also reduce our cash available for operations and other uses, and could result in an increase in amortization expense related to identifiable assets acquired, potentially dilutive issuances of equity securities, or the incurrence of debt, any of which could harm our business, financial condition, and results of operations.

A portion of our operations is located outside of the United States, which subjects us to additional risks, including increased complexity and costs of managing international operations and geopolitical instability.

We outsource the fabrication and assembly of all of our products to third parties that are primarily located in Germany and Asia. In addition, we conduct research and development activities in the United States, the Netherlands, Taiwan, and Ukraine and work with third-party contractors in Japan and Russia. We also conduct marketing and administrative functions in the United States, China, Taiwan, and Ukraine. In addition, members of our sales force are located in the United States, China, India, Italy, Taiwan, the United Kingdom, and Ukraine. In addition, approximately 96% and 93% of our revenue for the years ended December 31, 2017 and 2018, respectively, was from distributors with ship-to locations outside the United States, although we believe the

majority of our end customers are based in the U.S., based on sell-through information provided by these distributors. As a result of our international focus, we face numerous challenges and risks, including:

- complexity and costs of managing international operations, including manufacturing, assembly, and testing of our products and associated costs;
- geopolitical and economic instability and military conflicts;
- limited protection for, and vulnerability to theft of, our intellectual property rights, including our trade secrets;
- compliance with local laws and regulations and unanticipated changes in local laws and regulations, including tax laws and regulations, including uncertainty surrounding the United Kingdom’s decision to exit the European Union;
- trade and foreign exchange restrictions and higher tariffs, including the recent trade tensions between the U.S. and China that has resulted in higher tariffs on certain semiconductor products;
- timing and availability of import and export licenses and other governmental approvals, permits, and licenses, including export classification requirements;
- foreign currency fluctuations and exchange losses relating to our international operating activities;
- restrictions imposed by the U.S. government or foreign governments on our ability to do business with certain companies or in certain countries as a result of international political conflicts and the complexity of complying with those restrictions;
- transportation delays and other consequences of limited local infrastructure, and disruptions, such as large scale outages or interruptions of service from utilities or telecommunications providers;
- difficulties in staffing international operations;
- changes in immigration policies which may impact our ability to hire personnel;
- local business and cultural factors that differ from our normal standards and practices;
- differing employment practices and labor relations;
- requirements in foreign countries which may impact availability of personnel, such as mandatory military service in countries such as Ukraine;
- heightened risk of terrorist acts;
- regional health issues, travel restrictions, power outages, and natural disasters; and
- work stoppages.

These risks could harm our international operations, delay new product releases, increase our operating costs, and hinder our ability to grow our operations and business and, consequently, our business, financial condition, and results of operations could suffer. For example, we rely on TSMC in Taiwan for the fabrication of our analog circuits and have sales force personnel in Taiwan. If political tensions between China and Taiwan were to increase, it could disrupt our business. In addition, if the political and military situation in Russia and Ukraine, or the relationship between Russia and the United States, significantly worsens, or if either Russia or the United States imposes significant new economic sanctions or restrictions on doing business, and we are restricted or precluded from continuing our operations in Russia or Ukraine, our costs could increase, and our product development efforts, business, financial condition, and results of operations could be significantly harmed.

If significant tariffs or other restrictions are placed on Chinese imports or any related counter-measures are taken by China, our revenue and results of operations may be materially harmed.

If significant tariffs or other restrictions are placed on Chinese imports or any related counter-measures are taken by China, our revenue and results of operations may be materially and adversely affected. Between July

and May 2019, the U.S. Trade Representative imposed tariffs between 10% and 25% on a variety of goods imported from China. If the existing tariffs are expanded or interpreted by a court or governmental agency to apply to any of our products, we may be required to raise our prices on those products, which may further result in a loss of customers and harm our operating performance. The current U.S. administration has indicated that it may further alter trade agreements and terms between China and the United States, including limiting trade with China, and may impose additional tariffs on imports from China. For example, on September 1, 2019, the United States imposed a 15% tariff on approximately $110 billion of Chinese imports. If our products become subject to tariffs or other retaliatory trade measures, it could materially and adversely affect our business and operating results. In the event that these or future tariffs are imposed on imports of our products, or that China or other countries take retaliatory trade measures in response to existing or future tariffs, our business may be impacted and we may be required to raise prices or make changes to our operations, any of which could materially harm our revenue or operating results.

Fluctuations in exchange rates between and among the currencies of the countries in which we do business could adversely affect our results of operations.

Our sales have been historically denominated in U.S. dollars. An increase in the value of the U.S. dollar relative to the currencies of the countries in which our customers operate could impair the ability of our customers to cost-effectively purchase or integrate our solutions into their product offerings, which may materially affect the demand for our solutions and cause these customers to reduce their orders, which in turn would adversely affect our revenue and business. If we increase operations in other currencies in the future, we may experience foreign exchange gains or losses due to the volatility of other currencies compared to the U.S. dollar. Certain of our employees are located in Malaysia, the Netherlands, Taiwan, and Ukraine, and we have engineering consultants in Japan and Russia. Accordingly, a portion of our payroll as well as certain other operating expenses are paid in currencies other than the U.S. dollar. Our results of operations are denominated in U.S. dollars, and the difference in exchange rates in one period compared to another may directly impact period-to-period comparisons of our results of operations. Furthermore, currency exchange rates have been especially volatile in the recent past, and these currency fluctuations may make it difficult for us to predict our results of operations.

Failure to comply with the laws associated with our activities outside of the United States could subject us to penalties and other adverse consequences.

We face significant risks if we fail to comply with anti-corruption laws and anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the FCPA, the U.S. Travel Act, and the UK Bribery Act 2010, that prohibit improper payments or offers of payment to foreign governments and political parties by us for the purpose of obtaining or retaining business. In many foreign countries, particularly in countries with developing economies, it may be a local custom that businesses operating in such countries engage in business practices that are prohibited by the FCPA or other applicable laws and regulations. We are in the early stages of implementing our FCPA compliance program and cannot assure you that all of our employees and agents, as well as those companies to which we outsource certain of our business operations, will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. Any violation of these laws could result in severe criminal or civil sanctions and, in the case of the FCPA, suspension or debarment from U.S. government contracting, which could have an adverse effect on our reputation, business, financial condition, and results of operations.

We are subject to government regulation, including import, export and economic sanctions laws and regulations that may expose us to liability and increase our costs.

Our products and technology are subject to U.S. export controls, including the U.S. Department of Commerce’s Export Administration Regulations and economic and trade sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Controls. These regulations may limit the export of our

products and technology, and provision of our services outside of the United States, or may require export authorizations, including by license, a license exception or other appropriate government authorizations, including annual or semi-annual reporting and the filing of an encryption registration. Export control and economic sanctions laws may also include prohibitions on the sale or supply of certain of our products to embargoed or sanctioned countries, regions, governments, persons, and entities. For example, in May 2019, the U.S. Department of Commerce added Huawei Technologies Co., Ltd. and its affiliates to the entity list, banning all exports to Huawei and its affiliates of items subject to control under the Export Administration Regulations, or EAR. Certain exports to Huawei have been permitted under a temporary general license issued by the U.S. Commerce Department, which on August 19, 2019 was extended through November 18, 2019. Although we have not had any direct sales with Huawei, we believe, based on sell-through information provided by our distributors, that we have had a small amount of revenue attributable to Huawei. However, to the extent this occurred during or after May 2019, we understand the products were not subject to the EAR. In addition, various countries regulate the importation of certain products, through import permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products. The exportation, re-exportation, and importation of our products and technology and the provision of services, including by our partners, must comply with these laws or else we may be adversely affected, through reputational harm, government investigations, penalties, and a denial or curtailment of our ability to export our products and technology. Complying with export control and sanctions laws may be time-consuming and may result in the delay or loss of sales opportunities. Although we take precautions to prevent our products and technology from being provided in violation of such laws, our products and technology may have previously been, and could in the future be, provided inadvertently in violation of such laws, despite the precautions we take. If we are found to be in violation of U.S. sanctions or export control laws, it could result in substantial fines and penalties for us and for the individuals working for us. Changes in export or import laws or corresponding sanctions, may adversely impact our operations, delay the introduction and sale of our products in international markets, or, in some cases, prevent the export or import of our products and technology to certain countries, regions, governments, persons, or entities altogether, which could adversely affect our business, financial condition, and results of operations.

Changes in environmental laws or regulations, including conflict minerals rules, could impair our ability to compete in international markets.

Our product or manufacturing standards could be impacted by new or revised environmental rules and regulations or other social initiatives. For example, the SEC adopted disclosure requirements in 2012 relating to the sourcing of certain minerals from the Democratic Republic of Congo and certain other adjoining countries. These rules, which required reporting starting in 2014, could adversely affect our costs, the availability of minerals used in our products, and our relationships with customers and suppliers. Also, since our supply chain is complex, we may face reputational challenges with our customers, stockholders, and other stakeholders if we are unable to sufficiently verify the origins for any conflict minerals used in the products that we sell.

New or future changes to U.S. and non-U.S. tax laws could materially adversely affect us.

New or future changes in tax laws, regulations, and treaties, or the interpretation thereof, in addition to tax regulations enacted but not in effect, tax policy initiatives and reforms under consideration in the United States or related to the Organisation for Economic Co-operation and Development's, or OECD, Base Erosion and Profit Shifting, or BEPS, Project, the European Commission's state aid investigations, and other initiatives could have an adverse effect on the taxation of international businesses. Furthermore, countries where we are subject to taxes, including the United States, are independently evaluating their tax policy and we may see significant changes in legislation and regulations concerning taxation. Certain countries have already enacted legislation, including those related to BEPS Project, which could affect international businesses, and other countries have become more aggressive in their approach to audits and enforcement of their applicable tax laws. On December 22, 2017, the U.S. federal government enacted the Tax Cuts and Jobs Act, or the Tax Act, which made substantial changes to U.S. tax laws, the consequences of which have not yet been fully determined and may be adverse to our business. In addition, we are unable to predict what future tax reform may be proposed or enacted

or what effect such changes would have on our business, but any changes, to the extent they are brought into tax legislation, regulations, policies, or practices, could increase our effective tax rates in the countries where we have operations and have an adverse effect on our overall tax rate, along with increasing the complexity, burden and cost of tax compliance, all of which could impact our business, financial condition, and results of operations.

Tax regulatory authorities may disagree with our positions and conclusions regarding certain tax positions resulting in unanticipated costs or non-realization of expected benefits.

A tax authority may disagree with tax positions that we have taken. For example, the Internal Revenue Service, or IRS, or another tax authority could challenge our allocation of income by tax jurisdiction and the amounts paid between our affiliated companies pursuant to our intercompany arrangements and transfer pricing policies, including amounts paid with respect to our intellectual property in connection with our intercompany research and development cost sharing arrangement and legal structure. A tax authority may take the position that material income tax liabilities, interest, and penalties are payable by us, in which case, we expect that we might contest such assessment. Contesting such an assessment may be lengthy and costly and if we were unsuccessful in disputing the assessment, the implications could be materially adverse to us and affect our anticipated effective tax rate or operating income, and we could be required to pay substantial penalties and interest where applicable.

Catastrophic events may disrupt our business.

Our corporate headquarters and some of our suppliers and foundry vendors are located in areas that are in active earthquake zones or are subject to power outages, natural disasters, political, social, or economic unrest, and other potentially catastrophic events. In the event of a major earthquake, hurricane, flooding, or other catastrophic event such as fire, power loss, telecommunications failure, cyber-attack, war, terrorist attack, political, social, or economic unrest, or disease outbreak, we may be unable to continue our operations and may endure system interruptions, reputational harm, delays in our product development, breaches of data security, or loss of critical data, any of which could have an adverse effect on our future results of operations.

State, federal, and foreign laws and regulations related to privacy, data use, and security could adversely affect us.

We are subject to state and federal laws and regulations related to privacy, data use, and security. In addition, in recent years, there has been a heightened legislative and regulatory focus on data security, including requiring consumer notification in the event of a data breach. Legislation has been introduced in Congress and there have been several Congressional hearings addressing these issues. From time to time, Congress has considered, and may do so again, legislation establishing requirements for data security and response to data breaches that, if implemented, could affect us by increasing our costs of doing business. In addition, several states have enacted privacy or security breach legislation requiring varying levels of consumer notification in the event of a security breach. For example, in 2018, California passed the California Consumer Privacy Act, or CCPA, which will go into effect in January 2020, to enhance consumer protection and privacy rights by granting consumers resident in California new rights with respect to the collection of their personal data and imposing new operational requirements on businesses. The CCPA includes a statutory damages framework and private rights of action against businesses that fail to comply with certain CCPA terms or implement reasonable security procedures and practices to prevent data breaches. Several other states are considering similar legislation.

Foreign governments are raising similar privacy and data security concerns. In particular, the European Union has enacted a General Data Protection Regulation, or GDPR, which became effective in May 2018. It is unclear how compliance with GDPR will affect our business. China, Russia, Japan, and other countries in Latin America and Asia are also strengthening their privacy laws and the enforcement of privacy and data security requirements. Complying with such laws and regulations may be time-consuming and require additional resources, and could therefore adversely affect our business, financial condition, and results of operations.

Breaches or other disruptions of our security systems may damage our reputation and adversely affect our business.

Our security systems are designed to protect our customers', suppliers', and employees' confidential information, as well as maintain the physical security of our facilities. We also rely on a number of third-party cloud-based service providers of corporate infrastructure services relating to, among other things, human resources, electronic communication services, and some finance functions, and we are, of necessity, dependent on the security systems of these providers. These technologies are subject to failure, including as a result of an inability to have such technologies properly supported, updated, expanded, or integrated into other technologies. These technologies may also contain open source and third-party software which may unbeknownst to us contain defects or viruses.

Any security breaches or other unauthorized access by third parties to the systems of our cloud-based service providers or the existence of computer viruses in their data or software could expose us to a risk of information loss and misappropriation of confidential information. Accidental or willful security breaches or other unauthorized access by third parties to our information systems or facilities, or the existence of computer viruses in our data or software could expose us to a risk of information loss, misappropriation of proprietary and confidential information, as well as work stoppages or disruptions. Any theft or misuse of this information could result in, among other things, unfavorable publicity, damage to our reputation, difficulty in marketing our products, allegations by our customers that we have not performed our contractual obligations, regulatory fines or penalties, litigation by affected parties and possible financial obligations for liabilities and damages related to the theft or misuse of this information, any of which could have an adverse effect on our business, financial condition, results of operations, reputation, and relationships with our customers and suppliers. Cybersecurity threats, which include computer viruses, spyware and malware, attempts to access information, denial of service attacks, and other electronic security breaches, are persistent and evolve quickly. Such threats have increased in frequency, scope, and potential impact in recent years. Since the techniques used to obtain unauthorized access or to sabotage systems change frequently and are often not recognized until after they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures.

Risks Related to Intellectual Property

Our failure to adequately protect our intellectual property rights could impair our ability to compete effectively or defend ourselves from litigation, which could harm our business, financial condition, and results of operations.

Our success depends, in part, on our ability to protect our intellectual property. We rely primarily on patent, copyright, trademark, and trade secret laws, as well as confidentiality and non-disclosure agreements, and other contractual protections, to protect our technologies and proprietary know-how, all of which offer only limited protection. The steps we have taken to protect our intellectual property rights may not be adequate to prevent the misappropriation, infringement, or other violation of our proprietary information or infringement of our intellectual property rights, and our ability to prevent such misappropriation, infringement, or other violation is uncertain, particularly in countries outside of the United States. As of September 30, 2019, we had 55 issued U.S. patents, expiring generally between 2026 and 2036, and 30 pending U.S. patent applications (including five provisional applications). Our issued patents and pending patent applications generally relate to our MEMS fabrication process, MEMS resonators, circuits, packaging, and oscillator systems. We cannot assure you that any patents from any pending patent applications (or from any future patent applications) will be issued, and even if the pending patent applications are granted, the scope of the rights granted to us may not be meaningful or provide us with any commercial advantage. For example, these patents could be opposed, contested, circumvented, designed around by our competitors, be narrowed or declared invalid or unenforceable in judicial or administrative proceedings including re-examination, inter partes review, post-grant review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions, or be subject to ownership claims by third parties. The failure of our patents to adequately protect our technology might make it easier for our

competitors to offer similar products or technologies. Our foreign patent protection is less comprehensive than our U.S. patent protection and may not protect our intellectual property rights in some countries where our products are sold or may be sold in the future. Many U.S.-based companies have encountered substantial third-party intellectual property infringement in foreign countries, including countries where we sell products. Even if foreign patents are granted, effective enforcement in foreign countries may not be available. If such an impermissible use of our intellectual property or trade secrets were to occur, our ability to sell our solutions at competitive prices may be adversely affected and our business, financial condition, and results of operations could be adversely affected.

The legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights are uncertain and evolving. We cannot assure you that others will not develop or patent similar or superior technologies or solutions, or that our patents, trademarks, and other intellectual property will not be challenged, invalidated, or circumvented by others.

We also have a license to certain patents from Bosch relating to the design and manufacture of MEMS-based timing applications. The patent rights obtained under the license agreement expire between 2021 and 2029, and the license agreement expires upon expiration of the last patent licensed under the agreement. If we were to lose the benefit of these patents or other licensed technology used in our business, it could harm our business and our ability to compete.

We believe that the success of our business depends more on proprietary technology, information and processes, and know-how than on our patents or trademarks. Much of our proprietary information and technology related to manufacturing processes is not patented and may not be patentable.

Unauthorized copying or other misappropriation of our proprietary technologies could enable third parties to benefit from our technologies without paying us for doing so, which could harm our business. Monitoring unauthorized use of our intellectual property is difficult and costly. It is possible that unauthorized use of our intellectual property may have occurred or may occur without our knowledge. We cannot assure you that the steps we have taken will prevent unauthorized use of our intellectual property, or that others will not develop technologies similar or superior to our technology or design around our intellectual property. Our failure to effectively protect our intellectual property could reduce the value of our technology in licensing arrangements or in cross-licensing negotiations.

In addition, we also rely on contractual protections with our customers, suppliers, distributors, employees, and consultants, and we implement security measures designed to protect our trade secrets and know-how. However, we cannot assure you that we have entered into such agreements with every such party, that these contractual protections and security measures will not be breached, that we will have adequate remedies for any such breach, or that our customers, suppliers, distributors, employees, or consultants will not assert rights to intellectual property or damages arising out of such contracts.

We may in the future need to initiate infringement claims or litigation in order to try to protect or enforce our intellectual property rights. Litigation, whether we are a plaintiff or a defendant, can be expensive and time-consuming and may divert the efforts of our management and other personnel, which could harm our business, whether or not such litigation results in a determination favorable to us. Litigation also puts our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing. Additionally, any enforcement of our patents or other intellectual property may provoke third parties to assert counterclaims against us. If we are unable to meaningfully protect our proprietary rights or if third parties independently develop or gain access to our or similar technologies, our business, financial condition, results of operations, reputation, and competitive position could be harmed.

We may face intellectual property infringement, misappropriation, or other claims, which could be time-consuming and costly to defend or settle and which could result in the loss of significant rights and harm our relationships with our customers and distributors.

The semiconductor industry in which we operate is characterized by companies that hold patents and other intellectual property rights and vigorously pursue, protect, and enforce intellectual property rights. From time to time, third parties may assert against us and our customers and distributors their patent and other intellectual property rights to technologies that are important to our business. For example, in March 2019, VTT Technical Research Centre of Finland, Ltd. filed suit in the United States District Court for the Northern District of California alleging infringement by us of a patent. We have not accrued for a loss contingency relating to this matter. For more information regarding this matter, see "Business—Legal Proceedings."

In addition, our commercial success depends upon our ability to manufacture and sell our products without infringing, misappropriating, or otherwise violating the intellectual property rights of others. Claims that our products, processes, or technology infringe, misappropriate, or otherwise violate third-party intellectual property rights, regardless of their merit or resolution, could be costly to defend or settle and could divert the efforts and attention of our management and other personnel. We may in the future, particularly as a public company with an increased profile and visibility, receive communications from others alleging our infringement, misappropriation, or other violation of patents, trade secrets, or other intellectual property rights. We cannot assure you that, if made, these claims will not be successful, and lawsuits resulting from such allegations, even if we believe they are invalid, could subject us to significant liability for damages, invalidate our proprietary rights, and prevent us from selling specific products. Moreover, there could be public announcements of the results of hearings, motions, or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

Intellectual property claims could also harm our relationships with our customers or distributors and might deter future customers from doing business with us. We do not know whether we will prevail in any such proceedings given the complex technical issues and inherent uncertainties in intellectual property litigation. If any future proceedings result in an adverse outcome, we could be required to:

- cease the manufacture, use or sale of the applicable products, processes, or technology;
- pay substantial damages for infringement by us or our customers;
- expend significant resources to develop non-infringing products, processes, or technology, which may not be successful;
- license technology from the third party claiming infringement, which license may not be available on commercially reasonable terms, or at all;
- cross-license our technology to a competitor to resolve an infringement claim, which could weaken our ability to compete with that competitor;
- lose the opportunity to license our technology to others or to collect royalty payments based upon successful protection and assertion of our intellectual property rights against others; or
- pay substantial damages to our customers or end users to discontinue their use of or to replace infringing technology sold to them with non-infringing technology, if available.

Any of the foregoing results could adversely affect our business, financial condition, and results of operations.

Any potential dispute involving patents or other intellectual property could affect our customers, which could trigger our indemnification obligations to them and result in substantial expense to us.

In any potential dispute involving patents or other intellectual property, our customers could also become the target of litigation. Our agreements with customers and other third parties generally include indemnification

or other provisions under which we agree to indemnify or otherwise be liable to them for losses suffered or incurred as a result of claims of intellectual property infringement, damages caused by us to property or persons, or other liabilities relating to or arising from our solutions included in their products. Large indemnity payments or damage claims from contractual breach could harm our business, financial condition, and results of operations. From time to time, customers require us to indemnify or otherwise be liable to them for breach of confidentiality or failure to implement adequate security measures with respect to their intellectual property and trade secrets. Although we normally contractually limit our liability with respect to such obligations, we may still incur substantial liability related to them. Any litigation against our customers could trigger technical support and indemnification obligations under some of our agreements, which could result in substantial expense to us.

In addition, other customers or end customers with whom we do not have formal agreements requiring us to indemnify them may ask us to indemnify them if a claim is made as a condition to awarding future design wins to us. Because some of our customers are larger than we are and have greater resources than we do, they may be more likely to be the target of an infringement claim by third parties than we would be, which could increase our chances of becoming involved in a future lawsuit. If any such claims were to succeed, we might be forced to pay damages on behalf of our customers that could increase our expenses, disrupt our ability to sell our solutions and reduce our revenue. Any dispute with a customer with respect to such obligations could have adverse effects on our relationship with that customer and other current and prospective customers and reduce demand for our solutions. In addition to the time and expense required for us to supply support or indemnification to our customers, any such litigation could severely disrupt or shut down the business of our customers, which in turn could hurt our relations with our customers and cause the sale of our products to decrease. Any of the foregoing could harm our business, financial condition, and results of operations.

Risks Related to Our Relationship with MegaChips Corporation

As long as MegaChips controls us, your ability to influence matters requiring stockholder approval will be limited.

After this offering, MegaChips will own shares of our common stock, representing approximately % of our total outstanding shares of common stock, assuming the underwriters do not exercise their over-allotment option, and approximately % if the underwriters exercise their over-allotment option in full. Effective November 1, 2019 and after this offering, for so long as MegaChips continues to hold at least 50% of our outstanding common stock, MegaChips is expected to continue to hold at least one out of seven seats on our board of directors. For so long as MegaChips, its successors in interest, and its subsidiaries hold at least a majority of our outstanding common stock, MegaChips will be able to elect the members of our board of directors and could at any time replace our entire board of directors.

In addition, until such time as MegaChips, its successors in interest, and its subsidiaries collectively own less than a majority of the shares of all of our common stock then outstanding, MegaChips will have the ability to take stockholder action without the vote of any other stockholder, and investors in this offering will not be able to affect the outcome of any stockholder vote during this period. As a result, MegaChips will have the ability to control all matters affecting us, including:

- through our board of directors, any determination with respect to our business plans and policies, including the appointment and removal of our officers;
- any determinations with respect to mergers and other business combinations;
- our acquisition or disposition of assets;
- our financing activities;
- the allocation of business opportunities that may be suitable for us and MegaChips;
- the payment of dividends on our common stock; and
- the number of shares available for issuance under our stock plans.

MegaChips’ voting control may discourage transactions involving a change of control of us, including transactions in which you as a holder of our common stock might otherwise receive a premium for your shares over the then current market price.

MegaChips is not prohibited from selling a controlling interest in us to a third party and may do so without your approval and without providing for a purchase of your shares of common stock. Accordingly, your shares of common stock may be worth less than they would be if MegaChips did not maintain voting control over us.

We may be impacted by risks associated with MegaChips and third parties may seek to hold us responsible for liabilities of MegaChips.

We may be negatively impacted by events affecting MegaChips. For example, if MegaChips were subject to shareholder or other litigation or takeover activity, it could disrupt our business and operations. In addition, third parties may seek to hold us responsible for MegaChips’ liabilities, particularly as a public company in the U.S. with an increased profile and visibility. However, if those liabilities are significant and we are ultimately held liable for them, we cannot assure you that we will be able to recover the full amount of our losses from MegaChips. This in turn may adversely affect our business, financial condition, and results of operations. Further, we may also be subject to risks associated with changes in Japanese laws and regulations, which may impact us as a subsidiary of a Japanese company.

Our inability to resolve any disputes that arise between us and MegaChips with respect to our past and ongoing relationships may adversely affect our operating results.

Disputes may arise between MegaChips and us in a number of areas relating to our past and ongoing relationships, including:

- labor, tax, employee benefit, indemnification, and other matters arising from our separation from MegaChips;
- employee retention and recruiting;
- business combinations involving us;
- sales or distributions by MegaChips of all or any portion of its ownership interest in us;
- the nature, quality, and pricing of services MegaChips has agreed to provide us; and
- business opportunities that may be attractive to both MegaChips and us.

We may not be able to resolve any potential conflicts, and even if we do, the resolution may be less favorable than if we were dealing with an unaffiliated party.

We currently have a loan agreement with MegaChips. As of September 30, 2019, the outstanding balance under this loan, or the Parent Loan, was $3.0 million. The Parent Loan bears interest at a rate equal to the interest rate at which MegaChips procured the funds from Sumitomo Mitsui Banking Corporation, or SMBC, plus 0.09%. MegaChips has discretion whether to accept our request for a loan. We have also entered into a distribution agreement with MegaChips under which MegaChips has the exclusive right to promote, market, and sell our products in Japan as the exclusive distributor. The agreements we entered into with MegaChips may be amended upon agreement between the parties. Because we are controlled by MegaChips, we may not have the leverage to negotiate amendments to these agreements on terms as favorable to us compared to those we would negotiate with an unaffiliated third party.

In addition, MegaChips guarantees our obligations under our revolving line of credit with The Bank of Tokyo-Mitsubishi UFJ, Ltd., or MUFG, which has an aggregate principal amount of up to $50.0 million, and our revolving line of credit with SMBC which has an aggregate principal amount of up to $20.0 million. We may not

have the leverage to negotiate terms favorable to us under these agreements upon completion of the offering, as we will no longer be a wholly owned subsidiary of MegaChips. See “Certain Relationships and Related Party Transactions—Agreements with MegaChips.”

There could be potential conflicts of interest between us and affiliates of MegaChips, which could impact our business and operating results.

Some of our directors and executive officers own MegaChips’ common stock and restricted stock units. For information regarding the ownership of MegaChips’ common stock and options to purchase MegaChips’ common stock, see “Executive Compensation—Equity-Based Incentive Awards—MegaChips Equity Awards” and “Executive Compensation—Agreements with Our Named Executive Officers and Potential Payments upon Termination or Change of Control.” In addition, some of our directors are executive officers and/or directors of MegaChips. Ownership of MegaChips securities by our directors and officers after this offering and the presence of executive officers or directors of MegaChips on our board of directors could create, or appear to create, conflicts of interest with respect to matters involving both us and MegaChips. For example, corporate opportunities may arise that concern both of our businesses, such as the potential acquisition of a particular business or technology that is complementary to both of our businesses. In addition, we have not established at this time any procedural mechanisms to address actual or perceived conflicts of interest of such directors and officers and expect that our board of directors, in the exercise of its fiduciary duties, will determine how to address any actual or perceived conflicts of interest on a case-by-case basis. If any corporate opportunity arises and if our directors and officers do not pursue it on our behalf pursuant to the provisions in our amended and restated certificate of incorporation, we may not become aware of, and may potentially lose, a significant business opportunity.

In addition, MegaChips is listed on the Tokyo Stock Exchange and is therefore subject to disclosure and reporting obligations in Japan that may vary from the disclosure and reporting obligations to which we are subject, as well as the timing of such disclosure and reporting obligations. For example, MegaChips may be required to include financial information regarding us in its consolidated financial statements prior to the time we may otherwise be required to file a periodic report relating to our financial information for a given fiscal period. This in turn may cause confusion for investors in our common stock.

MegaChips may at any time replace our entire board of directors. As a result, unless and until MegaChips, its successors in interest, and its subsidiaries collectively own less than a majority of our common stock then outstanding, MegaChips could effectively control and direct our board of directors, which in turn may create issues if and to the extent our interests and those of MegaChips diverge. Under these circumstances, persons who might otherwise accept our invitation to join our board of directors may decline.

Upon completion of this offering, we will be a “controlled company” within the meaning of the Nasdaq listing rules and as such are exempt from certain corporate governance requirements.

As a result of MegaChips’ holding more than 50% of the voting power for our board of directors described above, we are a “controlled company” within the meaning of the listing rules of The Nasdaq Stock Market LLC, or the Nasdaq listing rules. Therefore, we are not required to comply with certain corporate governance rules that would otherwise apply to us as a listed company on The Nasdaq Stock Market LLC, or Nasdaq, including the requirement that compensation committee and nominating and corporate governance committee be composed entirely of “independent” directors (as defined by the Nasdaq listing rules). As a “controlled company” our board of directors is not required to include a majority of “independent” directors. Should the interests of MegaChips differ from those of other stockholders, it is possible that the other stockholders might not be afforded such protections as might exist if our board of directors, or such committees, were required to have a majority, or be composed exclusively, of directors who were independent of MegaChips or our management.

Risks Related to Our Common Stock and this Offering

An active trading market for our common stock may not develop or be sustained and you may not be able to sell your shares at or above the initial public offering price, or at all.

There has been no public market for our common stock prior to this offering. The initial public offering price for our common stock will be determined through negotiations between the underwriters and us and may vary from the market price of our common stock following this offering. If you purchase our common stock in this offering, you may not be able to resell those shares at or above the initial public offering price, or at all. An active market in our common stock may not develop upon completion of this offering or, if it does develop, it may not be sustainable or liquid enough for you to sell your shares. We have applied to list our common stock on The Nasdaq Global Select Market but we cannot assure you that an active trading market will develop.

Our stock price may be volatile and may decline, resulting in a loss of some or all of your investment.

The trading price and volume of our common stock is likely to be volatile and could fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in our results of operations due to, among other things, changes in customer demand, product life cycles, pricing, ordering patterns, and unforeseen operating costs;
- the financial projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of us, changes in financial estimates or ratings by any securities analysts who follow us, or our failure to meet these estimates or the expectations of investors;
- announcements by our significant customers of changes to their product offerings, business plans, or strategies;
- announcements by us or our competitors of significant technical innovations, acquisitions, strategic partnerships, joint ventures, or capital commitments;
- changes in operating performance and stock market valuations of other technology companies generally, or those in the semiconductor industry;
- timing and seasonality of the end-market demand;
- cyclical fluctuations in the semiconductor market;
- price and volume fluctuations in the overall stock market from time to time, including as a result of trends in the economy as a whole;
- actual or anticipated developments in our business or our competitors' businesses or the competitive landscape generally;
- new laws or regulations or new interpretations of existing laws, or regulations applicable to our business;
- any major change in our management;
- lawsuits threatened or filed against us; and
- other events or factors, including those resulting from war, incidents of terrorism, or responses to these events.

In addition, the market for technology stocks and the stock markets in general have experienced extreme price and volume fluctuations. Stock prices of many technology companies have fluctuated in a manner unrelated

or disproportionate to the operating performance of those companies. In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect our business, financial condition, and results of operations.

Substantial future sales of our common stock could cause the market price of our common stock to decline.

The market price of our common stock could decline as a result of substantial sales of our common stock, particularly sales by our directors, executive officers, and significant stockholders, including MegaChips, currently our sole stockholder, a large number of shares of our common stock becoming available for sale or the perception in the market that holders of a large number of shares intend to sell their shares. Upon completion of this offering, we will have approximately   shares of common stock outstanding, assuming no exercise of the underwriters' over-allotment option. All of the shares of common stock sold in this offering will be freely transferable without restriction or additional registration under the Securities Act of 1933, as amended, or the Securities Act. Subject to the restrictions under Rule 144 under the Securities Act,   shares of common stock outstanding after this offering will be eligible for resale 180 days after the date of this prospectus upon the expiration of lock-up agreements or other contractual restrictions. In addition, Barclays Capital Inc., on behalf of the underwriters, may in its sole discretion release some or all of the shares subject to the lock-up agreements prior to the expiration of this 180-day lock-up period, subject to applicable notice requirements and in some cases without public notice. See "Shares Eligible for Future Sale" for additional information. As these resale restrictions end, the market price of our common stock could decline if the holders of those shares, including MegaChips, sell them or are perceived by the market as intending to sell them. After these contractual resale restrictions lapse, MegaChips will be able to sell some or all of its shares of our common stock, subject only to the applicable restrictions under of federal and state securities laws.

After this offering, subject to the lock-up agreements described above, MegaChips will hold 15,000,000 shares of our common stock. We also intend to register shares of common stock that we may issue under our employee equity incentive plans. Once we register these shares, they will be able to be sold freely in the public market upon issuance, subject to existing market stand-off or lock-up agreements with the underwriters.

If securities analysts or industry analysts downgrade our common stock, publish negative research or reports, or fail to publish reports about our business, our stock price and trading volume could decline.

The market price and trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us, our business and our market. If one or more analysts adversely change their recommendation regarding our stock or change their recommendation about our competitors' stock, our stock price would likely decline. If one or more analysts cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets which in turn could cause our stock price or trading volume to decline. In addition, if our operating results fail to meet the expectations created by securities analysts' reports, our stock price could decline.

We may invest or spend the proceeds of this offering in ways with which you may not agree or in ways which may not yield a return.

Our management will have considerable discretion in the application of the net proceeds of this offering, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. The net proceeds may be used for corporate purposes that do not increase the value of our business, which could cause our stock price to decline.

We do not intend to pay dividends on our common stock so any returns will be limited to changes in the value of our common stock.

We have never declared or paid any cash dividends on our common stock. We currently anticipate that we will retain future earnings for the development, operation, and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Although our existing loan agreements do not contain restrictions on our ability to pay dividends or make distributions, we may in the future amend our existing loan agreements or enter into agreements that contain such restrictions. Any return to stockholders will therefore be limited to the increase, if any, in our stock price, which may never occur.

We might not be able to utilize a significant portion of our net operating loss carryforwards and research and development tax credit carryforwards.

As of December 31, 2018, we had U.S. federal and state net operating loss, or NOL, carryforwards of approximately $160.7 million and $63.9 million, respectively, and U.S. federal and state research and development tax credit carryforwards of approximately $4.6 million and $5.2 million, respectively. The U.S. federal NOL carryforwards begin to expire in 2025 and the state NOL carryforwards begin to expire in 2028. The U.S. federal research and development tax credit carryforwards begin to expire in 2025 and the state research and development tax credit carryforwards carry forward indefinitely. These net operating loss and U.S. federal tax credit carryforwards could expire unused and be unavailable to offset future income tax liabilities. In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, and corresponding provisions of California state law, if a corporation undergoes an “ownership change,” which is generally defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change income may be limited. We completed a Section 382 analysis and determined an ownership change occurred in 2014 and concluded that it had no impact on U.S. federal and California net operating losses or on U.S. federal research and development credits. In addition, we may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, including this offering, some of which may be outside of our control. If we determine that an ownership change has occurred and our ability to use our historical net operating loss and tax credit carryforwards is materially limited, it would harm our future business, financial condition, and results of operations by effectively increasing our future tax obligations. In addition, under the Tax Act, federal NOLs incurred in 2018 and in future years may be carried forward indefinitely but generally may not be carried back and the deductibility of such NOLs is limited to 80% of taxable income.

As a new investor, you will experience immediate and substantial dilution in the book value of the shares that you purchase in this offering.

The initial public offering price is substantially higher than the pro forma net tangible book value per share of our common stock immediately following this offering based on the total value of our tangible assets less our total liabilities. Therefore, if you purchased our common stock in this offering, at the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), you would experience an immediate dilution of $ per share, the difference between the price per share you pay for our common stock and our pro forma net tangible book value per share as of September 30, 2019, after giving effect to the issuance by us of shares of our common stock in this offering. See “Dilution.”

Our actual operating results may not meet our guidance and investor expectations, which would likely cause our stock price to decline.

From time to time, we may release guidance in our earnings releases, earnings conference calls, or otherwise, regarding our future performance that represent our management’s estimates as of the date of release. If given, this guidance, which will include forward-looking statements, will be based on projections prepared by our management. Projections are based upon a number of assumptions and estimates that, while presented with

numerical specificity, are inherently subject to significant business, economic, and competitive uncertainties and contingencies, many of which are beyond our control. The principal reason that we expect to release guidance is to provide a basis for our management to discuss our business outlook with analysts and investors. With or without our guidance, analysts, and other investors may publish expectations regarding our business, financial condition, and results of operations. We do not accept any responsibility for any projections or reports published by any such third parties. Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results. If our actual performance does not meet or exceed our guidance or investor expectations, the trading price of our common stock is likely to decline.

We have not operated as a public company and may not be able to effectively or efficiently manage our transition to a public company.

We have never operated as a public company and will incur significant legal, accounting, and other expenses that we did not incur as a private company. Our management team and other personnel will need to devote a substantial amount of time to, and we may not effectively or efficiently manage, our transition into a public company.

We intend to hire additional accounting and finance personnel with system implementation experience and expertise regarding compliance with the Sarbanes-Oxley Act. We may be unable to locate and hire qualified professionals with requisite technical and public company experience when and as needed. In addition, new employees will require time and training to learn our business and operating processes and procedures. If we are unable to recruit and retain additional finance personnel or if our finance and accounting team is unable for any reason to respond adequately to the increased demands that will result from being a public company, the quality and timeliness of our financial reporting may suffer, which could result in the identification of material weaknesses in our internal controls. Any consequences resulting from inaccuracies or delays in our reported financial statements could cause our stock price to decline and could harm our business, financial condition, and results of operations.

If we fail to strengthen our financial reporting systems, infrastructure, and internal control over financial reporting to meet the demands that will be placed upon us as a public company, including the requirements of the Sarbanes-Oxley Act, we may be unable to report our financial results timely and accurately or prevent fraud. We expect to incur significant expense and devote substantial management effort toward ensuring compliance with Section 404 of the Sarbanes-Oxley Act, or Section 404.

As a result of becoming a public company, we will become subject to additional regulatory compliance requirements, including Section 404, and if we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud.

Rules and regulations such as the Sarbanes-Oxley Act have increased our legal and finance compliance costs and made some activities more time-consuming and costly. For example, Section 404 requires that our management report on, and our independent auditors attest to, the effectiveness of our internal control structure and procedures for financial reporting. However, our auditors will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until we are no longer an “emerging growth company,” as defined in the JOBS Act. Effective internal controls are necessary for us to provide reliable financial reports and effectively prevent fraud. Section 404 compliance may divert internal resources and will take a significant amount of time and effort to complete. We may not be able to successfully complete the procedures and certification and attestation requirements of Section 404 by the time we will be required to do so. Implementing these changes may take a significant amount of time and may require specific compliance training of our personnel. In the future, we may discover areas of our internal controls that need improvement. If our auditors or we discover a material weakness or significant deficiency, the disclosure of that fact, even if quickly remedied, could reduce the market’s confidence in our consolidated financial statements and

harm our stock price. Any inability to provide reliable financial reports or prevent fraud would harm our business. We may not be able to effectively and timely implement necessary control changes and employee training to ensure continued compliance with the Sarbanes-Oxley Act and other regulatory and reporting requirements. If we fail to successfully complete the procedures and certification and attestation requirements of Section 404, or if in the future our Chief Executive Officer, Chief Financial Officer or independent registered public accounting firm determines that our internal controls over financial reporting are not effective as defined under Section 404, we could be subject to investigations or sanctions by Nasdaq, the SEC or other regulatory authorities. Furthermore, investor perceptions of the company may suffer, and this could cause a decline in the market price of our shares of common stock. We cannot assure you that we will be able to fully comply with the requirements of the Sarbanes-Oxley Act or that management or, when applicable, our auditors will conclude that our internal controls are effective in future periods. Irrespective of compliance with Section 404, any failure of our internal controls could have a material adverse effect on our stated results of operations and harm our reputation.

We are an emerging growth company, and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors.

We are an “emerging growth company,” as defined in the JOBS Act. We intend to take advantage of certain exemptions under the JOBS Act from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these exemptions for up to five years or until we are no longer an “emerging growth company,” whichever is earlier.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. However, we are choosing to “opt out” of such extended transition period, and, as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

We cannot predict if investors will find our common stock less attractive if we choose to rely on any of the exemptions afforded to emerging growth companies. If some investors find our common stock less attractive because we rely on any of these exemptions, there may be a less active trading market for our common stock and the market price of our common stock may be more volatile.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management, and limit the market price of our common stock.

Provisions in our certificate of incorporation and bylaws, as amended and restated in connection with this offering, may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and bylaws include provisions that:

- authorize our board of directors to issue, without further action by the stockholders, shares of undesignated preferred stock with terms, rights, and preferences determined by our board of directors that may be senior to our common stock;

- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the Chairman of our board of directors, or our Chief Executive Officer;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- establish that our board of directors is divided into three classes, with each class serving three-year staggered terms;
- prohibit cumulative voting in the election of directors;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled by a majority of directors then in office, even if less than a quorum; and
- require the approval of our board of directors or the holders of at least 66 2/3% of our outstanding shares of capital stock to amend our bylaws and certain provisions of our certificate of incorporation.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any interested stockholder for a period of three years following the date on which the stockholder became an interested stockholder. See "Description of Capital Stock—Anti-Takeover Effects of Provisions of Our Certificate of Incorporation, Our Bylaws and Delaware Law" for additional information. Any delay or prevention of a change of control transaction or changes in our management could cause our stock price to decline.

Our bylaws designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain what they believe to be a favorable judicial forum for disputes with us or our directors, officers, or other employees.

Our bylaws, as amended and restated in connection with this offering, provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on our behalf, (b) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, or other employees to us or our stockholders, (c) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or our bylaws, or (d) any action asserting a claim against us governed by the internal affairs doctrine. Nothing in our amended and restated bylaws precludes stockholders that assert claims under the Securities Act or the Securities Exchange Act of 1934, as amended, or the Exchange Act, from bringing such claims in state or federal court, subject to applicable law.

Any person or entity purchasing or otherwise acquiring any interest in our capital stock shall be deemed to have notice of and consented to the provisions of our bylaws described above. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage such lawsuits against us and our directors, officers, or other employees. Alternatively, if a court were to find these provisions of our bylaws inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition, and results of operations and result in a diversion of the time and resources of our management and board of directors.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Business," contains forward-looking statements. We may, in some cases, use words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "will," "would," or the negative of those terms, and similar expressions that convey uncertainty of future events or outcomes to identify these forward-looking statements. Any statements contained herein that are not statements of historical facts may be deemed to be forward-looking statements. Forward-looking statements in this prospectus include, but are not limited to, statements about:

- our customer relationships and our ability to retain and expand our customer relationships and to achieve design wins;
- the success, cost, and timing of new products;
- our ability to address market and customer demands and to timely develop new or enhanced solutions to meet those demands;
- anticipated trends, challenges and growth in our business and the markets in which we operate, including pricing expectations;
- our expectations regarding our revenue, gross margin, and expenses;
- the size and growth potential of the markets for our solutions, and our ability to serve those markets;
- our expectations regarding competition in our existing and new markets;
- regulatory developments in the United States and foreign countries;
- the performance of our third-party suppliers and manufacturers;
- our and our customers' ability to respond successfully to technological or industry developments;
- our ability to attract and retain key management personnel;
- intellectual property and related litigation;
- the accuracy of our estimates regarding capital requirements and needs for additional financing;
- our relationship with, and ownership percentage of, our parent company, MegaChips;
- our expectations regarding the period during which we qualify as an emerging growth company under the JOBS Act;
- our expectations regarding our ability to obtain, maintain, protect, and enforce intellectual property protection for our technology; and
- our use of the net proceeds from this offering.

These forward-looking statements reflect our management's beliefs and views with respect to future events and are based on estimates and assumptions as of the date of this prospectus and are subject to risks and uncertainties. We discuss many of these risks in greater detail under "Risk Factors." Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Given these uncertainties, you should not place undue reliance on these forward-looking statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this prospectus by these cautionary statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance, or events and circumstances reflected in the forward-looking statements will be achieved or occur. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations, except as required by law.

INDUSTRY AND MARKET DATA

This prospectus includes statistical and other industry and market data that we obtained from industry publications and research, surveys, and studies conducted by third parties, as well as estimates by our management based on such data. All of the market data and estimates used in this prospectus involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such data and estimates. We believe that the information from these industry publications, surveys, and studies is reliable; however, our business is subject to a high degree of risk. See "Risk Factors" for additional information regarding risks that could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

Certain information in this prospectus is contained in independent industry publications. The source of these independent industry publications is provided below:

1. Dedalus Consulting, Frequency Control Components, Global Markets, End-Users, Applications & Competitors: Analysis & Forecasts, Publication Date: May 2019.
2. Gartner, Starting Now, Supply Chain Leaders Should Assess the Potential for 5G Mobile Communications Networks, Publication Date: May 2019.
3. IDC, Worldwide 5G Network Infrastructure Forecast, 2018-2022, Publication Date: November 2018.
4. IHS Markit, 8 in 2018: The Top Transformative Technologies to Watch This Year, Publication Date: January 2018.
5. Toyota Motor Corporation, Industry Leaders to Form Consortium for Network and Computing Infrastructure of Automotive Big Data, Publication Date: August 2017.
6. Yole Développement, Status of the MEMS Industry 2019, Publication Date: June 2019.

USE OF PROCEEDS

We estimate that we will receive net proceeds of approximately $ million (or approximately $ million if the underwriters' over-allotment option is exercised in full) from the sale of the shares of common stock offered by us in this offering, based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Similarly, a 1.0 million share increase (decrease) in the number of shares offered, as set forth on the cover of this prospectus, would increase (decrease) the net proceeds to us by $ million, assuming no change in the assumed initial public offering price per share, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility, establish a public market for our common stock, and facilitate future access to the public equity markets by us, our employees and our current sole stockholder, obtain additional capital to support our operations, and increase our visibility in the marketplace.

Our expected use of the net proceeds from this offering represents our current intentions based upon our present plans and business condition. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds to be received upon completion of this offering, or the amounts that we will actually spend on the uses set forth above. However, we currently intend to use the net proceeds to us from this offering primarily for general corporate purposes, including working capital, sales and marketing activities, product development, general and administrative matters, and capital expenditures, although we do not currently have any specific or preliminary plans with respect to the use of proceeds for such purposes.

We also may use a portion of the net proceeds to acquire complementary businesses, products, services, or technologies, or to pay down a portion of our outstanding indebtedness. However, we do not have agreements, commitments, or plans for any specific acquisitions or debt repayments at this time.

Pending the uses described above, we intend to invest the net proceeds from this offering in short term, interest-bearing securities such as money market accounts, certificates of deposit, commercial paper and guaranteed obligations of the U.S. government.

The amounts and timing of our actual use of the net proceeds will vary depending on numerous factors, including our ability to gain access to additional financing and the relative success and cost of our research and development programs. As a result, our management will have broad discretion in the application of the net proceeds, and investors will be relying on our judgment regarding the application of the net proceeds of this offering. In addition, we might decide to postpone or not pursue certain development activities if the net proceeds from this offering and any other sources of cash are less than expected.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We do not anticipate declaring or paying, in the foreseeable future, any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings to support our operations and finance the growth and development of our business. Any future determination related to our dividend policy will be made at the discretion of our board of directors and will depend upon, among other factors, our results of operations, financial condition, capital requirements, contractual restrictions, business prospects, and other factors our board of directors may deem relevant. Although our existing loan agreements do not contain restrictions on our ability to pay dividends or make distributions, we may in the future amend our existing loan agreements or enter into new credit facilities that contain such restrictions.

CAPITALIZATION

The following table sets forth our cash and cash equivalents, and our capitalization as of September 30, 2019:

- on an actual basis, giving effect to our amended and restated certificate of incorporation filed on October 18, 2019;
- on a pro forma basis, giving effect to the effectiveness of our amended and restated certificate of incorporation upon completion of this offering; and
- on a pro forma as adjusted basis, giving effect to the pro forma adjustment discussed above, and giving further effect to the sale of shares of our common stock by us in this offering at an assumed initial public offering price of $ per share (the midpoint of the range set forth on the cover of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma adjusted information below is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with “Selected Consolidated Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and the related notes appearing elsewhere in this prospectus.

	As of September 30, 2019		
	Actual	**Pro Forma**	**Pro Forma As Adjusted(1)**
	(unaudited) (in thousands, except share and per share data)		
Cash and cash equivalents	$ 9,232	$ 9,232	$
Loan obligations	$ 46,000	46,000	
Stockholders’ equity:			
Preferred stock, $0.0001 par value: no shares authorized, issued or outstanding, actual; and 10,000,000 shares authorized and no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	
Common stock, $0.0001 par value: 200,000,000 shares authorized, actual, pro forma, and pro forma as adjusted; 15,000,000 shares issued and outstanding, actual and pro forma; and shares issued and outstanding, pro forma as adjusted	2	2	
Additional paid-in capital	58,430	58,430	
Accumulated deficit	(54,657)	(54,657)	
Total stockholders’ equity	3,775	3,775	
Total capitalization	$ 49,775	$ 49,775	

(1) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) each of the amount of cash and cash equivalents, additional paid-in capital and total capitalization by approximately $ million, assuming the number of shares offered, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering costs payable by us. Each 1.0 million increase (decrease) in the number of shares offered as set forth on the cover page of this prospectus, would increase (decrease) each of our cash and cash equivalents, working capital (deficit), total assets, additional paid-in capital, and total stockholders’ equity by approximately $ million, assuming no change in the assumed initial public offering price per share, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Unless otherwise indicated, the number of shares of our common stock to be outstanding after this offering is based on 15,000,000 shares of common stock outstanding as of September 30, 2019 (after giving effect to a 1-for-30,000 stock split), and excludes 4,700,000 shares of our common stock reserved for future issuance under the 2019 Plan, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2019 Plan.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock after this offering.

Our historical net tangible book value (deficit) as of September 30, 2019, was approximately $(1.4) million, or $(0.10) per share of our common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities. Historical net tangible book value (deficit) per share is our historical net tangible book value (deficit) divided by the number of shares of common stock outstanding as of September 30, 2019.

Our pro forma net tangible book value as of September 30, 2019, was $(1.4) million, or $(0.10) per share of common stock. Our historical net tangible book value (deficit) and pro forma net tangible book value gives effect to a 1-for-30,000 stock split of our common stock which became effective on October 18, 2019.

Pro forma as adjusted net tangible book value is our pro forma net tangible book value (deficit), plus the effect of the sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the range set forth on the cover of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $ per share to our existing stockholder, and an immediate dilution of $ per share to new investors participating in this offering.

The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share		$
Historical net tangible book value (deficit) per share as of September 30, 2019	$(0.10)	
Pro forma increase in net tangible book value (deficit) per share as of September 30, 2019 before giving effect to this offering		
Pro forma net tangible book value per share as of September 30, 2019		
Increase in pro forma net tangible book value per share attributable to investors participating in this offering		
Pro forma as adjusted net tangible book value per share after giving effect to this offering		
Pro forma as adjusted dilution per share to investors participating in this offering		$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by approximately $ per share and the dilution in pro forma per share to investors participating in this offering by approximately $ per share, assuming that the number of shares offered, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Similarly, a 1.0 million share increase (decrease) in the number of shares offered, as set forth on the cover of this prospectus, would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by approximately $ and decrease (increase) the dilution in pro forma per share to investors participating in this offering by approximately $, assuming the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus) remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their over-allotment option in full, the pro forma as adjusted net tangible book value will increase to $ per share, representing an immediate increase in pro forma as adjusted net tangible book value to our existing stockholders of $ per share and an immediate decrease of dilution of $ per share to new investors participating in this offering.

The following table summarizes, on a pro forma as adjusted basis as of September 30, 2019, the number of shares purchased or to be purchased from us, the total consideration paid or to be paid to us, and the average price per share paid to us by our existing stockholder and paid us to by investors participating in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus), before deducting underwriting discounts and commissions and estimated offering expenses payable by us. As the table below shows, investors participating in this offering will pay an average price per share substantially higher than our existing stockholder paid.

	Shares Purchased		Total Consideration		Average Price
	Number	Percent	Amount	Percent	Per Share
Existing stockholder		%	$	%	$
Investors participating in this offering					
Total		100%	$	100%	

The table above assumes no exercise of the underwriters' over-allotment option to purchase up to an additional shares in this offering. If the underwriters' over-allotment option is exercised in full, the number of shares of our common stock held by the existing stockholder would be reduced to % of the total number of shares of our common stock outstanding after this offering, and the number of shares of common stock held by new investors participating in the offering would be increased to % of the total number of shares outstanding after this offering.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the total consideration paid by investors participating in this offering, total consideration paid by all stockholders and the average price per share paid by all stockholders by approximately $ million, $ million and $, respectively, assuming that the number of shares offered, as set forth on the cover page of this prospectus, remains the same and before deducting underwriting discounts and commissions and estimated offering expenses payable by us.

Similarly, a 1.0 million share increase (decrease) in the number of shares offered, as set forth on the cover of this prospectus, would increase (decrease) the total consideration paid by investors participating in this offering, total consideration paid by all stockholders and the average price per share paid by all stockholders by approximately $ million, $ million and $, respectively, assuming the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus) remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The foregoing discussion and table are based on 15,000,000 shares of common stock outstanding as of September 30, 2019 (after giving effect to a 1-for-30,000 stock split), and excludes 4,700,000 shares of our common stock reserved for future issuance under the 2019 Plan, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2019 Plan.

The foregoing discussion and table assumes or gives effect to:

- the filing of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws upon completion of this offering;
- a 1-for-30,000 split of our common stock which became effective on October 18, 2019; and
- no exercise by the underwriters of their option to purchase up to additional shares of our common stock from us to cover over-allotments, if any, except as expressly discussed above.

We may choose to raise additional capital through the sale of equity or convertible debt securities due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent we issue additional shares of common stock or other equity or convertible debt securities in the future, there will be further dilution to investors participating in this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated statements of operations data for the years ended December 31, 2017 and 2018, and the consolidated balance sheet data as of December 31, 2017 and 2018 are derived from our audited consolidated financial statements included elsewhere in this prospectus. The selected statement of operations data for the nine months ended September 30, 2018 and 2019 and the balance sheet data as of September 30, 2019 have been derived from our unaudited interim consolidated financial statements included elsewhere in this prospectus. The unaudited interim consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements and reflect, in the opinion of management, all adjustments, consisting only of normal, recurring adjustments, that are necessary for the fair presentation of the unaudited interim consolidated financial information. Our historical results are not necessarily indicative of the results that may be expected in the future and the results for the nine months ended September 30, 2019 are not necessarily indicative of results to be expected for the full year ending December 31, 2019 or any other period. The selected consolidated financial data below should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus. The selected consolidated financial data in this section are not intended to replace our consolidated financial statements and the related notes, and are qualified in their entirety by the consolidated financial statements and related notes included elsewhere in this prospectus.

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands, except share and per share amounts)			
Consolidated Statements of Operations Data:				
Revenue	$ 101,065	$ 85,214	$ 62,363	$ 55,985
Cost of revenue(1)	53,147	49,009	39,909	29,875
Gross profit	47,918	36,205	22,454	26,110
Operating expenses:				
Research and development(1)	20,988	22,775	16,544	17,846
Sales and marketing(1)	13,383	14,607	11,288	8,710
General and administrative(1)	7,957	6,613	4,501	5,457
Total operating expenses	42,328	43,995	32,333	32,013
Income (loss) from operations(1)	5,590	(7,790)	(9,879)	(5,903)
Interest expense	(870)	(1,512)	(1,069)	(1,320)
Other expense, net	(29)	(66)	(41)	(16)
Income (loss) before income taxes	4,691	(9,368)	(10,989)	(7,239)
Income tax benefit (expense)	32	26	(1)	(1)
Net income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Net income (loss) attributable to common stockholder and comprehensive income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Net income (loss) per share attributable to common stockholder, basic and diluted(2)	$ 0.31	$ (0.62)	$ (0.73)	$ (0.48)
Weighted-average shares used to compute basic and diluted net income (loss) per share(2)	15,000,000	15,000,000	15,000,000	15,000,000

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(1) Stock-based compensation included in the consolidated statements of operations data above was as follows:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
		(in thousands)		
Cost of revenue	$ 131	$ 58	$ 58	$ —
Research and development	2,774	1,588	1,588	—
Sales and marketing	1,569	736	736	—
General and administrative	1,192	149	149	—
Total	$ 5,666	$ 2,531	$ 2,531	$ —

(2) See Note 3 to our audited financial statements included elsewhere in this prospectus for an explanation of the calculations of our basic and diluted net income (loss) per share.

	As of December 31,		As of September 30,
	2017	2018	2019
			(unaudited)
		(in thousands)	
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 9,097	$ 7,889	$ 9,232
Working capital (deficit)[1]	(693)	(5,576)	(15,009)
Total assets	74,728	72,689	71,193
Total debt	43,000	46,000	46,000
Total liabilities	57,052	61,674	67,418
Total stockholders' equity	17,676	11,015	3,775

(1) Working capital (deficit) is defined as total current assets less total current liabilities. See our audited consolidated financial statements and the related notes included elsewhere in this prospectus for further details regarding our current assets and current liabilities as of December 31, 2017 and 2018. See our unaudited condensed consolidated interim financial statements and the related notes thereto included elsewhere in this prospectus for further details regarding our current assets and current liabilities as of September 30, 2019.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with the consolidated financial statements and related notes that are included elsewhere in this prospectus. This discussion contains forward-looking statements based upon current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and in other parts of this prospectus.

Overview

We are a leading provider of silicon timing systems solutions. Our timing solutions are the heartbeat of our customers' electronic systems, solving complex timing problems and enabling industry-leading products. We provide solutions that are differentiated by high performance and reliability, programmability, small size, and low power consumption. Our products have been designed into over 200 applications across our target markets, including enterprise and telecommunications infrastructure, automotive, industrial, IoT and mobile, and aerospace and defense. As of September 30, 2019, we have shipped over 1.5 billion units to over 10,000 end customers. Our top end customers by revenue for the six months ended June 30, 2019 include Apple, Fitbit, GARMIN, HiKVision, Samsung, Google, Microsoft, Dell, and Huami.

We commenced commercial shipments of our first oscillator products in 2006. Substantially all of our revenue for the years ended December 31, 2017 and 2018 and for the nine months ended September 30, 2018 and 2019 was derived from sales in the IoT and mobile, industrial, and consumer markets. In 2017, we began introducing products for the automotive market.

Substantially all of our revenue to date has been derived from sales of oscillator systems across our target end markets. We intend to introduce products into the clock IC market, which we began sampling in the second quarter of 2019, and to focus on clock IC and timing sync solutions in the future. We generated modest revenue from sales of our resonators in 2018 and began sampling our first clock IC to customers in 2019. We seek to aggressively expand our presence in these two markets.

We sell our products primarily through distributors and resellers, who in turn sell to our end customers. For the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, our top three distributors by revenue together accounted for approximately 79%, 65%, 64%, and 60% of our revenue, respectively. Sales through our distributors and resellers accounted for approximately 99%, 98%, 99%, and 98% and sales through our direct sales force accounted for approximately 1%, 2%, 1%, and 2% of our revenue for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively. Based on our shipment information, we believe that revenue attributable to our top ten end customers accounted for 74%, 60%, 58%, and 57% of our revenue for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively. Sales attributable to our largest end customer accounted for approximately 61%, 40%, 33%, and 35% of our revenue for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively. In addition, approximately 96%, 93%, 92%, and 93% of our revenue for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively, was from distributors with ship-to locations outside the United States. Based on sell-through information provided by these distributors, we believe the majority of our end customers are based in the U.S.

We operate a fabless business model, allowing us to focus on the design, sales, and marketing of our products, quickly scale production, and significantly reduce our capital expenditures. We leverage our global network of distributors and resellers to address the broad set of end markets we serve. For our largest accounts, dedicated sales personnel work with the end customer to ensure that our solutions fully address the end

customer's timing needs. Our smaller customers work directly with our distributors to select the optimum timing solution for their needs.

We were acquired by MegaChips in 2014 and are currently a wholly owned subsidiary of MegaChips, a fabless semiconductor company based in Japan and traded on the Tokyo Stock Exchange. Upon completion of this offering, MegaChips will continue to hold a majority controlling interest in our common stock. We currently anticipate that MegaChips will remain a long-term strategic stakeholder in us.

Key Factors Affecting Our Performance

Customer Orders and Forecasts

Because our sales are made pursuant to standard purchase orders, orders may be cancelled, reduced, or rescheduled with little or no notice and without penalty. Cancellations of orders could result in the loss of anticipated sales without allowing us sufficient time to reduce our inventory and operating expenses. In addition, changes in forecasts or the timing of orders from customers exposes us to the risks of inventory shortages or excess inventory. We may not be able to fulfill increased demand, at least in the short term, as we do not intend to acquire excess inventory to pre-build custom products.

Design Wins with New and Existing Customers

Our solutions enable our customers to differentiate their product offerings and position themselves to gain market share. We work closely with our customers to understand their product roadmaps and strategies. Our end customers continuously develop new products in existing and new application areas. We also consider design wins critical to our future success and anticipate being increasingly dependent on revenue from new design wins for our new higher-end products with higher average selling prices, or ASPs. The selection process is typically lengthy and may require us to incur significant design and development expenditures in pursuit of a design win with no assurance that our solutions will be selected. As a result, the loss of any key design win or any significant delay in the ramp of volume production of the customer's products into which our product is designed could adversely affect our business.

Customer Demand and Product Life Cycles

Once customers design our silicon timing systems solutions into their products, we closely monitor all aspects of their demand cycle, including the initial design phase, prototype production, volume production, and inventories, as well as end-market demand, including seasonality, cyclicality, and the competitive landscape. Given our customer relationships and the long-term aspects of our solutions, we benefit from visibility into customer demand. This in turn provides an opportunity for us to monitor and refine our business fundamentals.

Product Adoption within New Markets and Applications

As we evaluate new market opportunities and bring new products to market, we pay particular attention to forecasts by industry analysts and the adoption curve of technology. We also analyze in detail potential competing forces that could hinder such adoption. If we fail to anticipate or respond to technological shifts or market demands, or to timely develop new or enhanced products or technologies in response to the same, it could result in decreased revenue and the loss of our design wins to our competitors.

Pricing, Product Cost, and Product Mix

The ASPs of our products vary significantly. While the ASP of any individual product generally decreases over time, our average ASPs have generally increased as we continue to introduce new higher-end products with higher ASPs. Our pricing and margins depend on the volumes and the features of the timing devices we provide

to our customers. We continually monitor and work to reduce the cost of our products and improve the potential value our solutions provide to our customers as we target new design win opportunities and manage the product life cycles of our existing customer designs. Since we rely on third-party wafer foundries and assembly and test contractors to manufacture, assemble, and test our products, we maintain a close relationship with our suppliers to improve quality, increase yields, and lower manufacturing costs.

Gross margin, or gross profit as a percentage of revenue, has been, and will continue to be, affected by a variety of factors, including ASPs, and product mix in a given period, material costs, yields, and manufacturing operations costs. We believe the primary driver of gross margin is the ASPs negotiated between us and our customers relative to material costs and yield improvement. As our products mature and unit volumes increase, we expect their ASPs to decline. These declines often coincide with improvements in manufacturing yields and lower wafer, assembly, and testing costs, which offset some or all of the margin reduction that results from lower ASPs. However, we expect our gross margin to fluctuate on a quarterly basis as a result of changes in ASPs due to new product introductions, existing product transitions into high-volume manufacturing, manufacturing costs, and our product mix.

Cyclical Nature of the Semiconductor Industry

The semiconductor industry is highly cyclical and is characterized by constant and rapid technological change, rapid product obsolescence, price erosion, evolving standards, short product life cycles, and wide fluctuations in product supply and demand. Downturns in the semiconductor industry, including the current downturn, have been characterized by diminished product demand, production overcapacity, high inventory levels, and accelerated erosion of average selling prices. The current downturn in the semiconductor industry has been attributed to a variety of factors, including the ongoing U.S.-China trade dispute, weakness in demand and pricing for semiconductors across applications, and excess inventory. While this downturn has not directly impacted our business to date, any prolonged or significant downturn in the semiconductor industry generally could adversely affect our business and reduce demand for our products and otherwise harm our financial condition and results of operations.

Components of Results of Operations

Revenue

We derive revenue primarily from sales of silicon timing systems products to distributors and resellers who in turn sell to our end customers. We also sell products directly to end customers who integrate our products into their applications. Our sales are made pursuant to standard purchase orders which may be cancelled, reduced or rescheduled, with little or no notice. We recognize product revenue upon shipment when we satisfy our performance obligations as evidenced by the transfer of control of our products to customers. We measure revenue based on the amount of consideration we expect to be entitled to in exchange for products.

Cost of Revenue

Cost of revenue consists of wafers acquired from third-party foundries, assembly, packaging, and test cost of our products paid to third-party contract manufacturers, and personnel and other costs associated with our manufacturing operations. Cost of revenue also includes depreciation of production equipment, inventory write-downs, amortization of internally developed software, shipping and handling costs, and allocation of overhead and facility costs. We also include credits for rebates received from foundries to cost of revenue.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing, and general and administrative expenses. Personnel costs are the most significant component of our operating expenses and

consist of salaries, benefits, bonuses, stock-based compensation, and commissions. Our operating expenses also include consulting costs, allocated costs of facilities, information technology, and depreciation. We expect our operating expenses to fluctuate in absolute dollars and as a percentage of revenue over time.

Research and Development

Our research and development efforts are focused on the design and development of next-generation silicon timing systems solutions. Our research and development expense consists primarily of personnel costs, which include stock-based compensation, pre-production engineering mask costs, software license and intellectual property expenses, design tools and prototype-related expenses, facility costs, supplies, professional and consulting fees, and allocated overhead costs. We expense research and development costs as incurred. We believe that continued investment in our products and services is important for our future growth and acquisition of new customers and, as a result, we expect our research and development expenses to continue to increase in absolute dollars. However, we expect our research and development expense to fluctuate as a percentage of revenue from period to period depending on the timing of these expenses.

Sales and Marketing

Sales and marketing expense consists of personnel costs, including stock-based compensation, field application engineering support, travel costs, professional and consulting fees, advertising expenses, and allocated overhead costs. We expect sales and marketing expense to continue to increase in absolute dollars as we increase our sales and marketing personnel and grow our international operations, although it may fluctuate as a percentage of revenue from period to period depending on the timing of these expenses.

General and Administrative

General and administrative expense consists of personnel costs, including stock-based compensation, professional and consulting fees, accounting audit fees, legal costs, and allocated overhead costs. We expect general and administrative expense to increase in absolute dollars as we expand our finance and administrative personnel, grow our operations, and incur additional expense associated with operating as a public company, including director and officer liability insurance and legal and compliance costs, although it may fluctuate as a percentage of revenue from period to period depending on the timing of these expenses.

Other Income (Expense)

Other income (expense) consists primarily of interest expense on our outstanding debt, foreign exchange gains and losses, and asset dispositions. See Note 7 to our consolidated financial statements for more information about our debt.

Income Tax Expense

Income tax expense consists primarily of state income taxes and income taxes in certain foreign jurisdictions in which we conduct business. We have a full valuation allowance for deferred tax assets as the realization of the full amount of our deferred tax asset is uncertain, including net operating loss, or NOL, carryforwards, and tax credits related primarily to research and development. We expect to maintain this full valuation allowance until realization of the deferred tax assets becomes more likely than not. At December 31, 2018, we had NOL carryforwards of approximately $160.7 million and $63.9 million for U.S. federal and state income tax purposes, respectively, and had research and development tax credit carryforwards of approximately $4.6 million and $5.2 million for U.S. federal and state income tax purposes, respectively. Of the federal NOL carryforwards, approximately $148.3 million will expire in various years through 2036, if not utilized, and approximately $12.4 million will carry forward indefinitely. NOL carryforwards for state income tax purposes, if not utilized, will expire in various years through 2038. The research and development credit carryforwards for federal tax purposes will expire in various years through 2038, and state tax credits carry forward indefinitely.

Results of Operations

The following table summarizes our results of operations for the periods presented. The period-to-period comparison of results is not necessarily indicative of results to be expected for future periods.

	Year Ended December 31,		Change		Nine Months Ended September 30,		Change	
	2017	2018	$	%	2018	2019	$	%
					(unaudited)			
	(in thousands, except percentages)							
Revenue	$101,065	$85,214	$(15,851)	(16)%	$ 62,363	$55,985	$ (6,378)	(10)%
Cost of revenue	53,147	49,009	(4,138)	(8)	39,909	29,875	(10,034)	(25)
Gross profit	47,918	36,205	(11,713)	(24)	22,454	26,110	3,656	16
Operating expenses:								
Research and development	20,988	22,775	1,787	9	16,544	17,846	1,302	8
Sales and marketing	13,383	14,607	1,224	9	11,288	8,710	(2,578)	(23)
General and administrative	7,957	6,613	(1,344)	(17)	4,501	5,457	956	21
Total operating expenses	42,328	43,995	1,667	4	32,333	32,013	(320)	(1)
Income (loss) from operations	5,590	(7,790)	(13,380)	(239)	(9,879)	(5,903)	3,976	(40)
Interest expense	(870)	(1,512)	(642)	74	(1,069)	(1,320)	(251)	23
Other expense, net	(29)	(66)	(37)	128	(41)	(16)	25	(61)
Income (loss) before income taxes	4,691	(9,368)	(14,059)	(300)	(10,989)	(7,239)	3,750	(34)
Income tax benefit (expense)	32	26	(6)	(19)	(1)	(1)	—	0
Net income (loss) attributable to common stockholder and comprehensive income (loss)	$ 4,723	$ (9,342)	$(14,065)	(298)%	$(10,990)	$ (7,240)	$ 3,750	(34)%

The following table summarizes our results of operations as a percentage of revenue for each of the periods indicated:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(as a percentage of revenue)			
Revenue	100%	100%	100%	100%
Cost of revenue	53	58	64	53
Gross profit	47	42	36	47
Operating expenses:				
Research and development	20	26	27	32
Sales and marketing	13	17	18	16
General and administrative	8	8	7	10
Total operating expenses	41	51	52	58
Income (loss) from operations	6	(9)	(16)	(11)
Interest expense	(1)	(2)	(2)	(2)
Other expense, net	0	0	0	0
Income (loss) before income taxes	5	(11)	(18)	(13)
Income tax benefit (expense)	0	0	0	0
Net income (loss) attributable to common stockholder and comprehensive income (loss)	5%	(11)%	(18)%	(13)%

Comparison of the Years Ended December 31, 2017 and 2018 and Nine Months Ended September 30, 2018 and 2019

Revenue

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in thousands, except percentage)			
Revenue	$ 101,065	$ 85,214	$(15,851)	(16)%

Revenue decreased by $15.9 million, or 16%, for 2018 compared to 2017. This decrease was primarily due to a $26.9 million decrease in revenue from our largest end customer, primarily as a result of a design win for a specific product in 2017 which did not recur in 2018 due to the customer's selection of another supplier's design for the next generation of that product. This decrease was partially offset by higher revenue of $11.0 million, primarily from a higher volume of products shipped to other customers.

	Nine Months Ended September 30,		Change	
	2018	2019	$	%
	(unaudited) (in thousands except percentage)			
Revenue	$ 62,363	$ 55,985	$(6,378)	(10)%

Revenue for the nine months ended September 30, 2019 decreased by $6.4 million, or 10%, compared to the same period in 2018. This decrease was primarily due to a decrease of $5.5 million in revenue from customers primarily in Asia as a result of lower sales volume as our average selling prices remained flat. Specifically, the lower sales volume was due to a decrease in orders for our timing products from certain end customers due to decreased demand for the customers' products into which our products were incorporated, which in turn was due to lower demand in the customers' end markets. In addition, revenue attributable to our largest end customer decreased by $0.9 million for the nine months ended September 30, 2019 compared to the same period in 2018 as a result of the loss of a design win for the 2018 design of one of its products.

Cost of Revenue, Gross Profit, and Gross Margin

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in thousands, except percentages)			
Cost of revenue	$ 53,147	$ 49,009	$ (4,138)	(8)%
Gross profit	47,918	36,205	(11,713)	(24)
Gross margin	47%	42%		

Gross profit decreased by $11.7 million, or 24%, in 2018 compared to 2017 primarily due to a decrease in revenue of $15.9 million, which in turn led to decreased product costs of $13.3 million, a net write-down of inventory of $5.5 million primarily due to an anticipated order from our largest end customer that did not materialize, and an increase in depreciation and amortization expense of $3.7 million. Gross margin was lower by 5% for 2018 compared to 2017 due to a higher inventory write-down of approximately 7% and higher depreciation and amortization expense of approximately 5%, partially offset by a favorable change in product mix.

	Nine Months Ended September 30,		Change	
	2018	2019	$	%
	(unaudited) (in thousands except percentage)			
Cost of revenue	$ 39,909	$ 29,875	$(10,034)	(25)%
Gross profit	22,454	26,110	3,656	16
Gross margin	36%	47%		

Gross profit increased by $3.7 million in the nine months ended September 30, 2019 compared to the same period in 2018. The nine months ended September 30, 2018 was negatively impacted by a net write-down of inventory of $8.0 million for that period. This written down inventory in 2018 was subsequently partially sold in the nine-month period ended September 30, 2019, which led to an increase in gross profit of $2.4 million for that period. This cumulative positive change in gross profit of $10.4 million period over period was partially offset by lower gross profit of $4.0 million resulting from lower sales volume and $2.7 million was a result of other overhead expense increases for the nine months ended September 30, 2019 compared to the same period in 2018. The inventory write-down in 2018 was related to inventory buildup of an anticipated order from our largest end customer that did not materialize.

Gross margin was higher by 11% in the nine months ended September 30, 2019 compared to the same period in 2018 largely due to the inventory write-down recorded in the nine months ended September 30, 2018, which negatively impacted margin by 13%, partially offset by the subsequent sale of a portion of the previously written off inventory in the nine-month period ended September 30, 2019 which generated additional benefit to gross margin of 4% for a cumulative benefit of 17%. This benefit of 17% was partially offset by 6% lower gross margin generated from lower sales volume spread over fixed costs and other overhead expense increases for the nine months ended September 30, 2019 compared to the same period in 2018.

Operating Expenses

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in thousands, except percentages)			
Operating Expenses:				
Research and development	$ 20,988	$ 22,775	$ 1,787	9%
Sales and marketing	13,383	14,607	1,224	9
General and administrative	7,957	6,613	(1,344)	(17)
Total operating expenses	$ 42,328	$ 43,995	$ 1,667	4%

Research and development expense increased by $1.8 million, or 9%, for 2018 compared to 2017, primarily due to an increase in personnel costs of $2.2 million as we increased our research and development headcount to support continued investment in our future product offerings. We also hired additional consultants to facilitate our engineering work that resulted in increased expense of $0.7 million. Additionally, engineering tape-outs, supplies, and other expenses increased by $0.5 million. The increases in research and development expense were partially offset by lower compensation expense of $2.5 million. In addition, we received a U.S. government grant of $1.0 million in 2017 for the completion of certain engineering milestones based on a technology investment agreement with a U.S. government entity that was recorded as an offset to research and development expense.

Sales and marketing expense increased by $1.2 million, or 9%, for 2018 compared to 2017, primarily due to an increase in personnel costs of $0.8 million as we increased our headcount to support customer growth both domestically and internationally. Additionally, we hired new sales consultants and implemented new programs with outside sales representatives to promote growth of our business, which resulted in increased sales consulting and sales representative commission costs of $1.3 million. Advertising and other marketing costs also increased by $0.7 million. These increases were partially offset by lower personnel compensation cost of $1.5 million due to lower variable compensation.

General and administrative expense decreased by $1.3 million, or 17%, for 2018 compared to 2017, primarily due to lower personnel costs of $2.3 million due to lower compensation as a result of lower revenue and lower stock-based compensation expense for the year as all outstanding employee equity awards were fully vested as of June 15, 2018. The decrease was partially offset by higher consulting and audit expense of $0.9 million.

	Nine Months Ended September 30,		Change	
	2018	2019	$	%
	(unaudited) (in thousands except percentage)			
Operating Expenses:				
Research and development	$ 16,544	$ 17,846	$ 1,302	8%
Sales and marketing	11,288	8,710	(2,578)	(23)
General and administrative	4,501	5,457	956	21
Total operating expenses	$ 32,333	$ 32,013	$ (320)	(1)%

Research and development expense increased by $1.3 million, or 8%, for the nine months ended September 30, 2019 compared to the same period in 2018, primarily due to an increase in engineering tape-outs, supplies, and other expenses of $1.8 million. Additionally, capitalized labor costs for development of internal use software was lower by $1.1 million as we had fewer internal use software projects in the first nine months of 2019. The increase in research and development expense was partially offset by lower stock-based compensation expense of $1.6 million as all outstanding employee equity awards were fully vested as of June 15, 2018.

Sales and marketing expense decreased by $2.6 million, or 23%, for the nine months ended September 30, 2019 compared to the same period in 2018, primarily due to lower personnel costs of $1.4 million largely related to lower variable compensation tied to revenue. Sales consulting and sales representative commission costs also decreased by $0.5 million due to lower revenue. Additionally, stock-based compensation expenses decreased by $0.7 million as all outstanding employee equity awards were fully vested as of June 15, 2018.

General and administrative expense increased by $1.0 million, or 21%, for the nine months ended September 30, 2019 compared to the same period in 2018, primarily due to higher personnel cost of $0.4 million as we added more headcount to support anticipated growth. Additionally, we incurred higher legal expenses of $0.7 million for the nine months ended September 30, 2019 compared to the same period in 2018 in connection with our patent litigation matter. The increase in general and administrative expense was partially offset by a decrease in stock-based compensation of $0.1 million as all outstanding employee equity awards were fully vested as of June 15, 2018.

Other Income (Expense)

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in thousands, except percentages)			
Interest expense	$ (870)	$ (1,512)	$ (642)	74%
Other expense, net	(29)	(66)	(37)	128
Total other income (expense)	$ (899)	$ (1,578)	$ (679)	76%

Other expense increased $0.7 million for 2018 compared to 2017, primarily as a result of higher interest, as well as higher outstanding balances related to our outstanding revolving short-term debt of $46.0 million.

	Nine Months Ended September 30,		Change	
	2018	2019	$	%
	(unaudited) (in thousands except percentage)			
Interest Expense	$ (1,069)	$ (1,320)	$ (251)	23%
Other expense, net	(41)	(16)	25	(61)
Total other income (expense)	$ (1,110)	$ (1,336)	$ (226)	20%

Other expense increased $0.2 million for the nine months ended September 30, 2019 compared to the same period in 2018, primarily as a result of higher interest rates, as well as higher outstanding balances related to our outstanding revolving short-term debt of $46.0 million during the nine-month period ended September 30, 2019 as compared to September 30, 2018.

Income Tax Benefit

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in thousands, except percentage)			
Income tax benefit	$ 32	$ 26	$ (6)	(19)%

	Nine Months Ended September 30,		Change	
	2018	2019	$	%
	(unaudited) (in thousands except percentage)			
Income tax (expense)	$ (1)	$ (1)	$ —	0%

Quarterly Results of Operations

The following table sets forth selected unaudited quarterly consolidated statements of operations data for each of the seven quarters ended September 30, 2019. The information for each of these quarters has been prepared on the same basis as our audited consolidated financial statements and reflect, in the opinion of management, all adjustments, consisting only of normal, recurring adjustments that are necessary for a fair presentation of this information. These quarterly operating results are not necessarily indicative of the results that may be expected for a full year or any other fiscal period. This information should be read in conjunction with our audited consolidated financial statements and related notes included elsewhere in the prospectus.

	Three Months Ended						
	Mar. 31, 2018	June 30, 2018	Sept. 30, 2018	Dec. 31, 2018	Mar. 31, 2019	June 30, 2019	Sept. 30, 2019
	(unaudited) (in thousands)						
Revenue	$25,758	$14,911	$21,694	$22,851	$14,817	$15,843	$25,325
Cost of revenue	20,961	7,916	11,032	9,100	7,228	9,469	13,178
Gross profit	4,797	6,995	10,662	13,751	7,589	6,374	12,147
Operating expenses:							
Research and development	5,740	5,529	5,277	6,229	5,820	6,249	5,777
Sales and marketing	4,079	3,847	3,361	3,320	2,600	2,827	3,283
General and administrative	1,626	1,598	1,277	2,112	1,591	2,279	1,587
Total operating expenses	11,445	10,974	9,915	11,661	10,011	11,355	10,647
Income (loss) from operations	(6,648)	(3,979)	747	2,090	(2,422)	(4,981)	1,500
Interest expense	(320)	(328)	(421)	(443)	(438)	(456)	(426)
Other expense, net	—	(12)	(30)	(24)	(10)	(11)	5
Income (loss) before income taxes	(6,968)	(4,319)	296	1,623	(2,870)	(5,448)	1,079
Income tax benefit (expense)	(1)	—	—	27	—	(1)	—
Net income (loss)	$ (6,969)	$ (4,319)	$ 296	$ 1,650	$ (2,870)	$ (5,449)	$ 1,079

The following table summarizes our quarterly results of operations as a percentage of revenue for each of the periods indicated:

	Three Months Ended						
	Mar. 31, 2018	June 30, 2018	Sept. 30, 2018	Dec. 31, 2018	Mar. 31, 2019	June 30, 2019	September 30, 2019
	(unaudited) (as a percentage of revenue)						
Revenue	100%	100%	100%	100%	100%	100%	100%
Cost of revenue	81	53	51	40	49	60	52
Gross profit	19	47	49	60	51	40	48
Operating expenses:							
Research and development	22	37	24	27	39	39	23
Sales and marketing	16	26	16	15	18	18	13
General and administrative	6	11	6	9	11	14	6
Total operating expenses	44	74	46	51	68	71	42
Income (loss) from operations	(26)	(27)	3	9	(16)	(31)	6
Interest expense	(1)	(2)	(2)	(2)	(3)	(3)	(2)
Other expense, net	0	0	0	0	0	0	0
Income (loss) before income taxes	(27)	(29)	1	7	(19)	(34)	4
Income tax benefit (expense)	0	0	0	0	0	0	0
Net income (loss)	(27)%	(29)%	1%	7%	(19)%	(34)%	4%

Quarterly Revenue Trends

Revenue for the first quarter of 2018 was higher than revenue for each of the subsequent quarters through the quarter ended September 30, 2019, primarily due to higher revenue from our largest end customer, which comprised $11.5 million, or 45%, of revenue for the quarter. Revenue from this customer decreased to $2.2 million, or 15% of revenue for the second quarter of 2018, primarily due to lower sales generally to this customer and the loss of a design win. Revenue also was lower in the first and second quarters of 2019 due to weaker demand in the Asia market. Revenue increased in the third quarter of 2019 mainly due to increased demand from our largest end customer for shipments related to a new design win and increase in volume of shipments for some new design wins with our existing and new customers primarily in the Asia market.

Quarterly Gross Profit and Gross Margin Trends

Gross profit and gross margin generally fluctuated on a quarterly basis, largely due to changes in shipment volumes, product mix, and inventory reserves. Gross margin was lowest in the three months ended March 31, 2018 compared to all quarters presented largely due to a write-down of inventory of $7.8 million due to build-up of inventory for an anticipated order from our largest end customer that did not materialize due to the customer's selection of another supplier's design for the next generation of that product. We were subsequently able to sell a portion of the written down inventory in the fourth quarter of 2018 and in the first, second, and third quarters of 2019 for $3.0 million, $1.3 million, $0.4 million, and $0.7 million, respectively, which in turn positively impacted our gross margin for these four quarters.

Quarterly Operating Expense Trends

Research and development expense fluctuated during the quarterly periods presented, primarily due to changes in timing and amounts of engineering consulting and tape-out costs for products in development stage.

Sales and marketing expenses generally fluctuated for the quarters presented. The decreases in the second quarter of 2018, the third quarter of 2018, the fourth quarter of 2018, and the first quarter of 2019, as compared to

the immediately preceding quarter, respectively, were primarily due to lower variable compensation, including sales commissions and lower stock-based compensation, and headcount changes. The increase in sales and marketing expense in the second quarter of 2019 and third quarter of 2019 compared to the immediately preceding quarter, respectively, was due to increased marketing expenditures and higher sales commissions as a result of higher revenue.

General and administrative expense fluctuated during the quarterly periods presented, primarily due to amounts and timing of compensation costs and legal and accounting fees. The increase in the fourth quarter of 2018 of $0.8 million compared to the third quarter of 2018 was primary related to increases in compensation. The increase in the second quarter of 2019 compared to the first quarter of 2019 was primarily related to higher professional fees for legal and accounting services in connection with the preparation for our initial public offering.

Liquidity and Capital Resources

Since our acquisition by MegaChips in 2014, we have financed our operations primarily through cash generated from product sales and proceeds from our credit facilities, including proceeds from our loan agreement with MegaChips. As of December 31, 2018 and September 30, 2019, we had cash and cash equivalents of $7.9 million and $9.2 million, respectively. Our principal use of cash is to fund our operations to support growth. We believe that our existing cash and cash equivalents and funds available for borrowing under our credit facilities of an aggregate of approximately $54.0 million as of September 30, 2019, together with the proceeds from this offering, will be sufficient to meet our cash needs for at least the next 12 months. Without giving effect to the anticipated net proceeds from this offering, we expect that our existing cash and cash equivalents will not be sufficient to pay our debt and fund our operating expenses through at least twelve months after the date that the financial statements were available to be issued. If the lenders under our credit facilities cancel or terminate our arrangement under the respective credit facilities, we may not have sufficient cash to finance our operations. Our ability to continue as a going concern is dependent upon us becoming profitable in the future or to obtain the necessary capital to meet our obligations and repay our liabilities when they become due. Over the longer term, our future capital requirements will depend on many factors, including our growth rate, the timing and extent of our sales and marketing and research and development expenditures, and the continuing market acceptance of our solutions. In the event that we need to borrow funds or issue additional equity, we cannot assure you that any such additional financing will be available on terms acceptable to us, if at all. If we are unable to raise additional capital when we need it, it would harm our business, results of operations and financial condition.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019 (unaudited)
	(in thousands)			
Net cash provided by (used in) operating activities	$ 2,820	$ (1,046)	$ (3,629)	$ 4,882
Net cash used in investing activities	(8,018)	(5,012)	(4,535)	(2,210)
Net cash provided by financing activities	8,672	4,850	4,850	(1,329)
Net increase (decrease) in cash and cash equivalents	$ 3,474	$ (1,208)	$ (3,314)	$ 1,343

Operating Activities

Net cash provided by operating activities for 2017 was $2.8 million compared to net cash used by operating activities in 2018 of $1.0 million.

In 2017, cash provided by operating activities of approximately $2.8 million was primarily due to a net profit of $4.7 million and non-cash expenses of $6.2 million primarily related to depreciation and amortization expense of $3.5 million and stock-based compensation expense of $2.0 million. This was partially offset by $8.1 million in net change in operating assets and liabilities largely from higher accounts receivable of $5.0 million due to higher revenue in the fourth quarter of 2017, and higher prepaid expenses and other current assets of $2.0 million related to advance payments to suppliers for inventory.

In 2018, cash used in operating activities was approximately $1.0 million. The cash used in operating activities was primarily the result of a net loss of $9.3 million due to lower revenue and increased inventories of $14.0 million to support our future product sales and lower accounts payable of $0.6 million. The decrease in cash used in operating activities was partially offset by lower accounts receivable of $1.7 million, decreased prepaid expenses and other current assets of $2.6 million due to utilization of prepaid assets, an increase of $1.1 million in accrued expenses and other liabilities, and non-cash items totaling $17.4 million. Non-cash items included depreciation and amortization of $7.4 million, $0.8 million of stock-based compensation expense, and $9.2 million in inventory writedown.

For the nine months ended September 30, 2018, cash used in operating activities of $3.6 million was primarily due to a net loss of $11.0 million due to lower revenue, offset by non-cash expenses of $14.9 million primarily related to depreciation and amortization of $5.3 million, stock-based compensation expense of $0.8 million, and $8.8 million in inventory write-down charges related to inventory build-up of an anticipated order from our largest end customer that did not materialize due to the customer's selection of another supplier's design. In addition, operating assets and liabilities decreased by $7.6 million, primarily related to higher inventories of $12.8 million to support our anticipated product sales, lower accounts payable of $3.8 million due to timing of payments, offset by decreased prepaid expenses and other current assets of $2.7 million due to utilization of prepaid assets, an increase of $1.2 million in accrued expenses and other liabilities, lower accounts receivable of $4.6 million due to lower revenue, and by lower related party accounts receivable of $0.8 million.

For the nine months ended September 30, 2019, cash provided by operating activities of $4.9 million was primarily due to a net loss of $7.2 million mainly due to lower revenue, offset by non-cash expenses of $7.6 million primarily related to depreciation and amortization of $6.2 million, non-cash operating lease costs of $1.0 million, and $0.5 million in inventory write-down charges. In addition, operating assets and liabilities increased by $4.5 million, primarily related to lower accounts receivable of $1.9 million due to lower revenue, lower related party receivable of $0.6 million, a decrease in inventories of $6.9 million due to lower purchases primarily to manage our inventory levels, partially offset by higher prepaid expenses and other current assets of $1.4 million related to advance payments to suppliers for inventory, lower accounts payable of $0.6 million due to timing of payments, lower accrued expenses and other liabilities of $1.5 million, and lower lease liabilities of $0.9 million.

Investing Activities

Our investing activities consist primarily of capital expenditures for property and equipment purchases. Our capital expenditures for property and equipment have primarily been for general business purposes, including machinery and equipment, leasehold improvements, acquired software, internally developed software used in production and support of our products, computer equipment used internally, and production masks to manufacture our products.

In 2017, cash used in investing activities was approximately $8.0 million and consisted primarily of the purchase of production masks, internally developed software, and other property and equipment for general business purposes.

In 2018, cash used in investing activities was approximately $5.0 million and consisted primarily of the purchase of production masks, internally developed software, and other property and equipment for general business purposes.

For the nine months ended September 30, 2018, cash used in investing activities was $4.5 million and consisted primarily of the purchase of production masks, internally developed software, and other property and equipment for general business purposes.

For the nine months ended September 30, 2019, cash used in investing activities was $2.2 million and consisted primarily of the purchase of production masks, internally developed software, and other property and equipment for general business purposes.

Financing Activities

Cash provided by financing activities includes proceeds from borrowings under our credit facilities.

In 2017, cash provided by financing activities was $8.7 million, consisting of borrowings of $20.0 million under our short-term revolving line of credit, borrowings from our parent company and its affiliate of $19.0 million, and investment received from our parent company of $3.7 million. These were partially offset by repayment of loans to our parent company and its affiliate of $34.0 million in the aggregate. During the year ended December 31, 2017, our outstanding balance on our short-term revolving lines of credit ranged from $20.0 million to $40.0 million and our borrowings from parent ranged from $3.0 million to $18.0 million.

In 2018, cash provided by financing activities was $4.9 million, consisting of borrowings of $21.0 million under our short-term revolving line of credit and investment received from our parent company of $1.9 million, partially offset by repayments of $18.0 million under our short-term revolving line of credit. During the year ended December 31, 2018, our outstanding balance on our short-term revolving lines of credit ranged from $40.0 million to $43.0 million and our borrowings from parent were $3.0 million during the year.

For the nine months ended September 30, 2018, cash provided by financing activities was $4.9 million. We borrowed a net additional amount of $3.0 million from financial institutions to support our operations as well as $1.9 million from our parent company to fund the cash that was paid to employees for employee payroll taxes due upon vesting of shares of common stock of MegaChips in lieu of restricted shares that had a one-year restriction.

For the nine months ended September 30, 2019, we paid $1.3 million for costs related to our initial public offering process.

Debt Obligations

The following summarizes principal loan balances for the years ended December 31, 2017 and 2018 and September 30, 2019:

	As of December 31,		As of September 30,
	2017	2018	2019 (unaudited)
	(in thousands)		
Revolving line of credit:			
MUFG	$ 20,000	$ 41,000	$ 41,000
SMBC	20,000	2,000	2,000
Parent loan:			
MegaChips	3,000	3,000	3,000
Balance	43,000	46,000	46,000
Less: current portion of long-term debt	(43,000)	(46,000)	(46,000)
Long-term debt less current portion	$ —	$ —	$ —

The Bank of Tokyo Mitsubishi Credit Facility

On August 31, 2015, we entered into a bank transaction agreement with MUFG. The agreement provided for a revolving line of credit with a maximum available borrowing of $20.0 million. The original term of the revolving line of credit was June 30, 2017, which was renewed for an additional one year term. On June 29, 2018, we renewed our agreement with MUFG with a new term of June 30, 2019 and also increased the revolving line of credit to $50.0 million. On June 28, 2019, we renewed our agreement with MUFG with a new term of June 30, 2020. In addition, on June 27, 2019, the maturity date of our $20.0 million loan under the line of credit with MUFG was extended through December 19, 2019. Interest under the revolving line of credit is calculated at MUFG's prevailing prime rate plus a margin of 2 percentage points which would be agreed by us at the time each loan was made. The interest rates on these loans vary depending on the date and term of each loan. Interest is due for payment on the maturity date of each loan. We did not incur any costs upon renewal of the revolving line of credit or at the time of increase in the revolving line of credit.

The agreement contains usual and customary events of default upon the occurrence of certain events, such as nonpayment of amounts due under the revolving line of credit, violation of contractual provisions, or a material adverse change in our business. The agreement also includes customary administrative covenants, including a limitation on entering any transactions of merger or consolidation, reorganize, spin-off, liquidate, dissolve, or wind up, or convey, sell, lease, license, or otherwise dispose of all or substantially all of our property, assets, or business. As of December 31, 2017 and 2018 and September 30, 2019, we were in compliance with all covenants under the agreement. The agreement also provides that we will provide collateral if MUFG determines in consultation with us that additional collateral or guarantee would be necessary. The MUFG revolving line of credit is guaranteed by MegaChips.

As of December 31, 2018 and September 30, 2019, the aggregate principal amount outstanding under the revolving credit line with MUFG was $41.0 million, and the remaining available credit line was $9.0 million.

Sumitomo Mitsui Banking Corporation Credit Facility

On September 22, 2017, we entered into an uncommitted and revolving credit line agreement with SMBC. The revolving credit line has a maximum available borrowing availability of up to $20.0 million. We could draw loans under the revolving credit line from time to time through September 21, 2018, as long as the principal amount at any time did not exceed $20.0 million in the aggregate. Such term was extended for an additional year through September 20, 2019 and further extended for an additional year through September 21, 2020. Loans under the revolving credit line may have a maturity from one day to 12 months from the date of borrowing. The loans borrowed under the revolving line of credit bear a variable rate of interest based upon SMBC's prevailing prime rate plus a margin of 1 percentage point which would be agreed by us at the time each loan is made. Interest is due for payment on the maturity date of each loan. SMBC has the right to terminate the revolving credit line in whole or part in its sole discretion. We did not incur any costs at the initiation of the revolving line of credit or upon renewal of the revolving credit line.

The agreement contains usual and customary events of default upon the occurrence of certain events, such as nonpayment of amounts due under the revolving line of credit, violation of contractual provisions, or a material adverse change in our business. In addition, the agreement includes a financial covenant for a minimum net worth, defined as total assets less total liabilities, of $0. The agreement also includes customary administrative covenants, including a limitation on entering any transactions of merger or consolidation, reorganize, spin-off, liquidate, dissolve, or wind up, or convey, sell, lease, license, or otherwise dispose of all or substantially all of our property, assets, or business. As of December 31, 2017 and 2018 and September 30, 2019, we were in compliance with all covenants under the agreement. Use of proceeds from the loan is restricted for certain specified purposes. The SMBC revolving line of credit is also guaranteed by MegaChips.

As of December 31, 2018 and September 30, 2019, the aggregate principal amount outstanding under the revolving credit line with SMBC was $2.0 million, and the remaining available credit was $18.0 million.

Loan Agreement with MegaChips

On September 13, 2016, we entered into a loan agreement with MegaChips for a revolving credit limit of up to $30.0 million, or the Parent Loan Agreement. Loans under the Parent Loan Agreement bear interest at a rate equal to the interest rate at which MegaChips procured the funds from SMBC, plus 0.09%. Interest for each loan is due on the maturity date of each loan. Each loan drawn from MegaChips has a three-month term, which term is automatically renewed if not paid on maturity. On June 28, 2019, the maturity date of our loan from MegaChips was extended through September 30, 2019. On September 30, 2019, such maturity date was further extended to December 31, 2019. MegaChips has discretion whether to accept our request for a loan under the Parent Loan Agreement. The initial term of the Parent Loan Agreement is one year from the date of the agreement, which term is automatically renewed and extended every year unless either party provides written notice to the other party. We did not incur any costs at the time of initiation of such credit facility or at the time of extension of the term of the credit facility.

As of December 31, 2018 and September 30, 2019, the aggregate principal amount outstanding under the credit facility with MegaChips was $3.0 million and remaining available credit was $27.0 million.

The following summarizes our total debt obligations as of December 31, 2017 and 2018 and September 30, 2019 with further details on the term of the loans and interest payable on maturity:

	As of December 31, 2017 (dollars in thousands)				
Lender	Loan Start Date[1]	Maturity Date	Principal obligations	Interest obligations	Total debt obligations
MUFG	6/30/2017	6/29/2018	$ 20,000	$ 445	$ 20,445
SMBC	9/25/2017	9/25/2018	8,000	296	8,296
SMBC	12/19/2017	12/19/2018	12,000	474	12,474
MegaChips	12/29/2017	3/31/2018	3,000	21	3,021
			$ 43,000	$ 1,236	$ 44,236

	As of December 31, 2018 (dollars in thousands)				
Lender	Loan Start Date[1]	Maturity Date	Principal obligations	Interest obligations	Total debt obligations
MUFG	6/29/2018	6/28/2019	$ 20,000	$ 742	$ 20,742
MUFG	8/23/2018	8/23/2019	3,000	115	3,115
MUFG	9/24/2018	9/24/2019	8,000	314	8,314
MegaChips	10/01/2018	12/31/2018	3,000	24	3,024
MUFG	12/19/2018	12/19/2019	10,000	413	10,413
SMBC	12/19/2018	12/19/2019	2,000	101	2,101
			$ 46,000	$ 1,709	$ 47,709

	As of September 30, 2019 (unaudited) (dollars in thousands)				
Lender	Loan Start Date(1)	Maturity Date	Principal obligations	Interest obligations	Total debt obligations
MegaChips	6/28/2019	9/30/2019	$ 3,000	$ —	$ 3,000
MUFG	6/28/2019	12/19/2019	20,000	317	20,317
MUFG	9/24/2019	12/19/2019	8,000	60	8,060
MUFG	12/19/2018	12/19/2019	10,000	413	10,413
SMBC	12/19/2018	12/19/2019	2,000	101	2,101
MUFG	8/23/2019	2/19/2020	3,000	46	3,046
			$ 46,000	$ 937	$ 46,937

(1) Loan start date refers to the most recent renewal date.

On January 1, 2019, our loan with MegaChips with a maturity date of December 31, 2018 was extended for a three-month term through March 31, 2019, then extended through June 28, 2019, and then extended through September 30, 2019, and then further extended with a new maturity date of December 31, 2019. Total interest expense for the years ended December 31, 2017 and 2018 was $0.9 million and $1.5 million of which $0.4 million and $0.1 million was related to our loan from our parent company, MegaChips.

On June 27, 2019, the maturity date of our $20.0 million loan under the MUFG line of credit was extended through December 19, 2019.

Contractual Obligations and Commitments

Set forth below is information concerning our contractual commitments and obligations as of December 31, 2018:

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
			(in thousands)		
Debt obligations	$46,000	$46,000	$ —	$ —	$ —
Operating leases	12,345	1,514	2,936	3,018	4,877
Purchase obligations	5,884	5,326	558	—	—
Total	$64,229	$52,840	$ 3,494	$ 3,018	$ 4,877

Obligations under contracts that we can cancel without a significant penalty are not included in the table above. The aggregate amount of our obligations under these contracts is approximately $4.1 million as of December 31, 2018.

We signed an operating lease agreement in 2016 for our corporate headquarters in Santa Clara, California that commenced on October 20, 2016 and will expire on December 31, 2026. The agreement provides for an option to renew for an additional five years and for rent payments through the term of the lease payment. We also lease office space in Michigan, Malaysia, the Netherlands, and Ukraine, and under all operating leases with various expiration dates through May 2021.

We purchase components and wafers from a variety of suppliers and use several contract manufacturers to provide manufacturing services for its products. A significant portion of our reported purchase commitments arising from these agreements consists of firm, non-cancellable, and unconditional purchase commitments once the production has started. In certain instances, these agreements allow us the option to cancel, reschedule, and adjust our requirements based on its business needs prior to firm orders being placed.

Off-Balance Sheet Arrangements

During the periods presented, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of these consolidated financial statements requires us

to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

The critical accounting policies requiring estimates, assumptions, and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

Revenue Recognition

We derive our revenue from product sales to distributors and resellers, who in turn sell to original equipment manufacturers or other end customers. We recognize product revenue, at a point in time, upon shipment when we satisfy our performance obligations as evidenced by the transfer of control of our products to customers. We measure revenue based on the amount of consideration we expect to be entitled to in exchange for products. Variable consideration is estimated and reflected as an adjustment to the transaction price. We determine variable consideration, which consists primarily of price adjustments and product returns by estimating the amount of consideration we expect to receive from our customers based on historical experience of price adjustments and product returns. Initial estimates of price adjustments and product returns are updated at the end of each reporting period if additional information becomes available. Changes to our estimated variable consideration were not material for the periods presented. Since our performance obligations relate to contracts with a duration of less than one year, we do not disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

As a practical expedient, we record the incremental costs of obtaining a contract, consisting primarily of sales commissions, when incurred because the amortization period is one year or less. The costs are recorded within sales and marketing expenses.

Our payment terms vary by contract type and type of customer and generally range from 30 to 60 days from shipment. We have also elected to recognize the cost for freight and shipping when control over the products sold passes to customers and revenue is recognized.

We entered into a distribution agreement with our parent company, MegaChips, whereby we appointed MegaChips as the exclusive distributor of our products in Japan. We recognize revenue derived from sales of products through MegaChips in the amount of expected payments from parties which purchased the products, as adjusted for estimated price concessions and product returns. In 2017 and 2018, we sold approximately $6.5 million and $5.8 million, respectively, in products under this distribution agreement and paid MegaChips $0.4 million and $0.4 million in commissions, respectively. In the nine months ended September 30, 2018 and 2019, we sold approximately $4.0 million and $3.2 million, respectively, in products under the distribution agreement, and paid MegaChips $0.3 million and $0.1 million in commissions, respectively.

Inventory

Inventories consist of raw and processed wafers, work-in-process, and finished goods and are stated at the lower of standard cost or net realizable value. Standard costs approximate actual costs and are based on a first-in, first-out basis. We perform detailed reviews of the net realizable value of inventories, both on hand as well as for inventories that we are committed to purchase and write-down the inventory value for estimated deterioration, excess and obsolete and other factors based on management’s assessment of future demand and market conditions, and may require estimates that may include uncertain elements. Actual demand may differ from forecasted demand and such differences may have a material effect on recorded value of inventory. Once written-down, inventory write-downs are not reversed until the inventory is sold or scrapped.

Stock-Based Compensation

We have not issued stock-based awards since our acquisition by MegaChips in 2014, and do not have any outstanding equity awards. However, MegaChips, in consultation with our management, has granted restricted stock units, or RSUs, to certain of our employees. See "Executive Compensation—Equity-Based Incentive Awards—MegaChips Equity Awards." Compensation expense related to stock-based awards is measured and recognized in the financial statements at fair value. Stock-based compensation expense is measured at the grant date based on the fair value of the equity award and is recognized as expense over the requisite service period, which is generally the vesting period. We estimated the fair value of each equity award on the date of grant using the trading price of the MegaChips stock in Japan and recognized the related stock-based compensation expense on a straight-line method.

The shares granted to the employees had a one-year holding period from the date of vesting. Due to the exercise restriction of one-year at the time of vesting, we have committed to advance cash to employees to pay for payroll taxes that were due on vesting instead of issuing the employees restricted shares. The liability associated with the cash expense paid to the employee in lieu of restricted shares was treated as liability based awards and was valued based on the estimate of the market price of the shares at the reporting date and the liability was adjusted accordingly.

The following table summarizes the effects of stock-based compensation on our consolidated statements of operations and comprehensive income (loss) for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019.

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
		(in thousands)		
Cost of revenue	$ 131	$ 58	$ 58	$ —
Research and development	2,774	1,588	1,588	—
Sales and marketing	1,569	736	736	—
General and administrative	1,192	149	149	—
Total	$ 5,666	$ 2,531	$ 2,531	$ —

As of December 31, 2018 and September 30, 2019, we did not have any unrecognized compensation expense.

Income Taxes

Deferred tax liabilities and assets are recognized for the expected future tax consequences of temporary differences between financial statement carrying amounts and the tax basis of assets and liabilities and net operating loss and tax credit carryforwards. Valuation allowances are established when necessary to reduce deferred tax assets to a level which, more likely than not, will be realized.

A tax position can be recognized only if it is more likely than not to be sustained based solely on its technical merits as of the reporting date and then only in an amount more likely than not to be sustained upon review by the tax authorities. We consider many factors when evaluating and estimating its tax positions and tax benefits, which may require periodic adjustments and which may not accurately anticipate actual outcomes.

Segment Reporting

We operate as one reportable segment related to the design, development, and sale of silicon timing systems solutions. Our chief operating decision maker, or CODM, is our Chief Executive Officer. Our Chief Executive Officer reviews operating results on an aggregate basis and manages our operations as a whole for the purpose of

evaluating financial performance and allocating resources. Accordingly, we have determined that we have a single reportable and operating segment structure. Substantially all of our long-lived assets were attributable to operations in the United States as of December 31, 2018 and September 30, 2019.

JOBS Act Transition Period

The JOBS Act was enacted in April 2012. Section 107(b) of the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

Quantitative and Qualitative Disclosures about Market Risk

Concentration of Credit Risk

We are exposed to the credit risk of our customers. We sell our products primarily through distributors and resellers, who in turn sell to our end customers. We had three distributors who each directly accounted for more than 10% of our revenue for the year ended December 31, 2018. Our concentration of accounts receivable and revenue for the year ended December 31, 2018 and the nine months ended September 30, 2018 and 2019 were as follows:

	Year Ended December 31,			
	2017	2018	2017	2018
	(in thousands, except percentages)			
Revenue Concentration:				
Pernas	$ 57,136	$ 23,093	57%	27%
Arrow	12,471	15,347	12	18
Quantek	10,040	17,370	10	20

	Nine Months Ended September 30,			
	2018	2019	2018	2019
	(unaudited) (in thousands, except percentages)			
Revenue Concentration:				
Pernas	$ 16,535	$ 10,822	27%	19%
Arrow	10,372	10,169	17	18
Quantek	12,380	12,931	20	23

	As of December 31,			
	2017	2018	2017	2018
	(in thousands, except percentages)			
Accounts Receivable Concentration:				
Pernas	$ 11,728	$ 4,791	52%	23%
Arrow	2,132	4,818	9	23
Quantek	3,621	6,927	16	34

	As of September 30,	
	2019	
	(unaudited) (in thousands, except percentages)	
Accounts Receivable Concentration:		
Pernas	$ 3,412	19%
Arrow	2,850	16
Quantek	7,171	40

We market and sell our products worldwide and attribute revenue to the geography where product is shipped. The geographical distribution of our revenue for the periods indicated was as follows:

	Year Ended December 31,		Change	
	2017	2018	$	%
	(in thousands, except percentages)			
Taiwan	$ 70,778	$ 45,107	$(25,671)	(36)%
Hong Kong	9,214	16,204	6,990	76
United States	4,557	6,061	1,504	33
Other	16,516	17,842	1,326	8
Total revenue	$ 101,065	$ 85,214	$(15,851)	(16)%

	Nine Months Ended September 30,		Change	
	2018	2019	$	%
	(unaudited) (in thousands, except percentages)			
Taiwan	$ 31,122	$ 26,830	$(4,292)	(14)%
Hong Kong	13,440	11,047	(2,393)	(18)
United States	4,741	3,880	(861)	(18)
Other	13,060	14,228	1,168	9
Total revenue	$ 62,363	$ 55,985	$(6,378)	(10)%

Foreign Currency Risk

Substantially all of our revenue is denominated in U.S. dollars. Our expenses are generally denominated in the currencies in which our operations are located, which is primarily in the United States and, to a lesser extent, in Malaysia, the Netherlands, Taiwan, and Ukraine. Our results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. The effect of a hypothetical 10% change in foreign currency exchanges rates applicable to our business would not have a material impact on our historical consolidated financial statements. We do not currently have a hedging policy with respect to foreign currency exchange risk.

Interest Rate Risk

We had cash and cash equivalents of $9.1 million, $7.9 million, and $9.2 million as of December 31, 2017 and 2018 and September 30, 2019, respectively, consisting of bank deposits. Such interest-earning instruments carry a degree of interest rate risk. To date, fluctuations in interest income have not been significant. We also had total outstanding debt of $46.0 million as of December 31, 2018 and September 30, 2019, of which all are due within 12 months, and we plan to renew some of those loans for another term to be determined by us.

We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. Our exposure to interest rates relates to the change in the amounts of interest we must pay on our short-term revolving line of credit which changes at time of renewals. The effect of a hypothetical 10% change in interest rates applicable to our business would not have a material impact on our historical consolidated financial statements.

Recent Accounting Pronouncements

See Note 2 to our consolidated financial statements for information regarding recently issued accounting pronouncements.

BUSINESS

Our Mission

Our mission is to be the preeminent timing systems solutions provider for today's electronics and tomorrow's technological advances by providing the highest performance timing solutions.

Company Overview

We are a leading provider of silicon timing systems solutions. Our timing solutions are the heartbeat of our customers' electronic systems, solving complex timing problems and enabling industry-leading products. We are disrupting a timing market generally addressed by 70-year old technology. According to Dedalus Consulting and our estimates, the global timing market is over $7.7 billion as of 2018 and is expected to grow to $10.1 billion by 2024. To date, we have generated over 99% of our revenue from sales of oscillator systems, which represent approximately $3.8 billion of this $7.7 billion market. Our current products also include resonators and clock ICs, which represent approximately $2.9 billion and $1.0 billion of this market, respectively. We have generated less than 1% of our revenue to date from sales of resonators and de minimis revenue from sales of clock ICs, which we began sampling in the second quarter of 2019. We believe we are disrupting this market from a technological perspective since we are focused on designing system-level timing solutions based entirely on silicon, in contrast to legacy quartz-based timing solutions, and we believe we are the only company focused on designing and producing all components of a timing solution, in contrast to other companies who typically design only one or two components. We believe we are also disrupting this market because we offer products differentiated by high performance and reliability, programmability, small size, low power consumption, temperature stability, and resilience to mechanical shock and vibration, at an optimum price. We believe we are the only semiconductor company focused entirely on all aspects of timing technology. In addition, we are the only silicon timing systems solutions provider that designs sophisticated system-level timing solutions based entirely on silicon technology. We believe we are also the only such provider that operates a fabless business model, which allows us to quickly scale production and reduce our capital expenditures. We believe we are also the only silicon timing systems solutions provider that offers a lifetime warranty on its products. At the forefront of a revolution in timing, our all-silicon solutions enjoy significant competitive advantages and are based on three fundamental areas of expertise: MEMS, analog mixed-signal design capabilities, and advanced system-level integration expertise. Our solutions have been designed into over 200 applications across our target markets, including enterprise and telecommunications infrastructure, automotive, industrial, IoT and mobile, and aerospace and defense. As of September 30, 2019, we have shipped over 1.5 billion units to over 10,000 end customers, which we believe is a substantially greater number of units shipped than any other MEMS timing company. Our top end customers by revenue for the six months ended June 30, 2019 include Apple, Fitbit, GARMIN, HiKVision, Samsung, Google, Microsoft, Dell, and Huami.

Timing solutions constitute a vital component of every electronic system. They ensure that the systems run reliably by providing a precise timing signal tailored to specific application requirements. We believe legacy timing products, which are almost exclusively based on quartz technology, have many inherent limitations and have failed to keep pace with the rate of innovation in the electronics industry. To solve our customers' timing challenges, we focus on designing sophisticated system-level timing solutions based entirely on silicon technology. Our customers turn to us for our system-level expertise that allows us to integrate numerous timing building blocks into a single system, which in turn enables us to optimize performance with minimal lead times.

We view timing solutions through a historical lens. For over 250 years, timing solutions have focused on providing increased accuracy under harsh environmental conditions, while also accommodating the increasing need for smaller sizes, greater portability, and lower cost. As electronics continue to evolve at a rapid pace, suppliers require increasingly advanced timing solutions to solve performance, reliability, power, and size challenges in applications ranging from large high-power equipment to small low-power battery-operated devices. For example, as communication networks move to next-generation 5G speeds, network operators are

creating even denser networks that operate with higher frequencies, tighter channels, and shorter range radios, requiring up to ten times more resistance to shock and vibration. Our silicon-based timing solutions are designed to be resilient to extreme environmental interference. For IoT products, we believe our silicon-based timing solutions have the advantage of offering high performance at optimal power consumption and size as our customers fit more functionality into smaller devices. For the automotive market, our solutions can be utilized in advanced driver assistance systems for self-driving cars, which require increased timing accuracy.

Substantially all of our revenue to date has been derived from sales of oscillator systems across our target end markets. We generated modest revenue from sales of our resonators in 2018 and began sampling our first clock IC to customers in 2019. We seek to aggressively expand our presence in these two markets. The market for standalone resonators and clock ICs represents approximately 51% of our $7.7 billion total addressable market, based on estimates by Dedalus Consulting and our internal estimates.

We operate a fabless business model, allowing us to focus on the design, sales, and marketing of our products, quickly scale production, and significantly reduce our capital expenditures. We leverage our internal direct sales force as well as our global network of distributors and resellers to address the broad set of end markets we serve. For our largest accounts, dedicated sales personnel work with the end customer to ensure that our solutions address the end customer's timing needs. Our smaller customers work directly with our distributors to select the optimum timing solution for their needs. For the years ended December 31, 2017 and 2018, our revenue was $101.1 million and $85.2 million, respectively. For the nine months ended September 30, 2019, we generated revenue of $56.0 million and incurred a net loss of $7.2 million. We had net income of $4.7 million in 2017 and a net loss of $9.3 million in 2018. We are currently a wholly owned subsidiary of MegaChips, a fabless semiconductor company based in Japan and traded on the Tokyo Stock Exchange. Upon completion of this offering, MegaChips will continue to hold a majority controlling interest in our common stock. We currently anticipate that MegaChips will remain a strategic stakeholder for the foreseeable future.

Industry Background

Timing Solutions Enable Innovation and are Rapidly Evolving

The ability to accurately measure and reference time has been essential to humankind's greatest inventions and technological progress. For example, the invention of the marine chronometer in the 18th century, which accurately measured time and geographic longitude for seafaring vessels, ushered in an era of unprecedented exploration and innovation that continues to this day. The first chronometer was accurate, portable, and included early temperature and motion compensation techniques, paving the way for precise timing solutions used in rugged conditions. Timing technology has continued to evolve over centuries, forming a critical aspect of broader technological advancement. Timing is the heartbeat of every electronic system, ensuring that the system runs smoothly and reliably by providing and distributing clock signals to various critical components such as CPUs, communication and interface chips, and radio frequency components. As electronics are expected to operate at higher performance levels in increasingly challenging environments, while also being more complex and footprint-constrained, we believe they will require more sophisticated timing solutions. For example, as 5G communications networks mature, we expect that they will require higher precision from a greater number of oscillators and timing systems.

Key Building Blocks of Timing Solutions

Timing solutions are comprised of three key building blocks: resonators, oscillators, and clock ICs. While simpler systems generally require only an external resonator coupled with a basic embedded oscillator circuit, more complex systems require advanced timing solutions that may integrate a variety of resonators, oscillators, and clock ICs in a single chip package. The complexity of these timing solutions increases significantly when the performance requirements of the systems that use them increase, such as electronic systems required to support the 5G communication network infrastructure.

Key building blocks of timing systems are:

- Resonators – mechanical silicon structures that vibrate at a precise frequency and provide the core accuracy and stability in oscillator systems;
- Oscillators – active systems that combine resonators with analog mixed-signal ICs that cause the resonators to vibrate, generating accurate clock signals; and
- Clock ICs – integrated analog mixed-signal circuits such as PLLs, clock dividers, and drivers. Clock ICs require resonators and oscillators for timing references and may integrate these components into complex systems.

These three building blocks may be used individually or in combination, depending on the end product’s performance, price, and size requirements.

Limitations of Legacy Quartz-based Solutions

For the past 70 years, quartz crystal has been the predominant technology of choice for resonators and will continue to play a role in the timing market. In a quartz timing device, a quartz crystal resonator is paired with a silicon-based clock IC in a ceramic package. However, quartz timing devices, largely unchanged in decades, have many inherent limitations, including limited frequency ranges, sensitivity to vibration and mechanical shock, susceptibility to frequency jumps at particular temperatures, and limited programmability. In addition, quartz devices must be housed in ceramic packaging, and thus are difficult to integrate into standard semiconductor packages and require dedicated quartz manufacturing facilities. Quartz products also require relatively long lead times due to the need to specify various characteristics well in advance of production, without the ability to reconfigure them during the design cycle. In addition, as electronic systems become more complex, feature-rich, and robust, they require more sophisticated timing systems that can seamlessly integrate a variety of resonators, oscillators, and clock ICs in various system-level combinations. This seamless integration is more difficult with legacy quartz systems.

Silicon Timing Solutions Poised to Disrupt the Market

In recent years, advances in silicon-based manufacturing and packaging techniques have allowed the development of alternatives to quartz crystal technology. We believe that MEMS is an ideal process technology for resonator design. Specifically, its ability to integrate with other circuits in standard semiconductor packages has made scalable standard silicon manufacturing possible for resonator and broader timing technology. MEMS and silicon-based technologies are able to operate in a wide range of frequencies, are resistant to vibration and mechanical shock, and are less susceptible to frequency jumps. These technologies are also inherently well-suited to produce timing solutions that are small in size, and offer high performance, robustness, and programmability. Timing solutions based on these technologies can be manufactured using mainstream fabless semiconductor processes and capacity, allowing for cost-effective high-volume manufacturing.

Significant Market Opportunity for Timing Solutions

The overall timing market represents over a $7.7 billion opportunity as of 2018. Dedalus Consulting estimates that oscillators and standalone resonators represent approximately $3.8 billion and $2.9 billion total addressable markets, respectively. Based on our internal estimates, we believe clock ICs represent an approximate $1.0 billion total addressable market. The overall timing market is expected to grow to approximately $10.1 billion by 2024, representing a CAGR of 4%. As a subset of the broader timing market, the market for MEMS oscillators is projected to grow from $0.1 billion in 2018 to $0.6 billion by 2024, representing a CAGR of 35.2%, according to Yole Développement.

The Opportunity for Advanced Solutions

From high-power network infrastructure equipment to low-power battery-operated devices, precise timing solutions enable virtually all electronics. The complexity of such timing solutions increases significantly with the

performance requirements of the systems in which they are used. Below are some examples of end markets where we believe our silicon-based timing is enabling greater functionality than legacy solutions:

Telecommunications, Enterprise, and Cloud Infrastructure

Communications infrastructure equipment used in wireless base stations, wired infrastructure equipment, enterprise networks, and cloud data centers must provide high performance and stability in demanding environments, which may include temperature fluctuations, mechanical shocks, and vibration. If the timing solution within the equipment fails, networks can shut down, leading to service disruptions and higher operating costs. IDC estimates that the worldwide 5G network infrastructure market is expected to be $26 billion by 2022[1]. According to Gartner, “Recent reports on 5G pilots and testing have identified a wide range of projected data throughput speeds ranging from 10 times up to 1,000 times faster than 4G. Other reports estimate ranges of one to 10 gigabytes per second.”[2] Existing quartz-based timing technology requires expensive technology and significantly higher power requirements. With higher frequencies, tighter channels, and shorter range radios in wireless base stations, we believe there will be a greater demand for high-quality silicon-based timing solutions that perform well in demanding and harsh environments with lower power consumption. We believe silicon-based timing solutions also perform well in wired telecom, enterprise, and data center networks, ensuring synchronized performance levels at higher transmission speeds.

Industrial

Industrial equipment, ranging from factory machinery to medical devices, is often exposed to environments characterized by temperature fluctuation, mechanical shocks, and vibration. If the timing solution fails, many mission-critical processes can be disrupted, such as manufacturing processes or automated medical procedures. Increasing automation and proliferation of robotics will only amplify the need for stable timing in mission-critical applications. We believe silicon-based timing solutions can perform better than legacy quartz-based solutions in demanding industrial environments at comparable cost and with lower power consumption.

Automotive

For automotive applications, timing technology must perform well and be reliable over the life of an automobile in an environment characterized by vibration, mechanical shocks, electromagnetic interference, wide temperature ranges, and rapid temperature change. The growing electrification and advancement of self-driving technologies will continue to increase the requirements for timing devices. Toyota estimates that the “data volume between vehicles and the cloud will reach 10 exabytes per month around 2025, approximately 10,000 times larger than the present volume.” These communication systems will require precise timing. We believe silicon-based timing can address many of the challenges associated with this demanding automotive ecosystem due to increased resilience to shock and vibration and the ability to operate in extreme temperatures.

IoT and Mobile

The IoT revolution will enable the proliferation of billions of internet-connected devices in industrial and consumer applications. According to IHS Markit, the global installed base of IoT devices will increase from 27 billion in 2017 to 73 billion in 2025. These devices can range from personal wearable devices to electronics embedded in appliances and industrial machinery. Many of these devices need to package a significant amount of

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(1) IDC Worldwide 5G network Infrastructure Forecast, 2018-2022, November 2018, Doc #US44392218.

(2) Gartner, Starting Now, Supply Chain Leaders Should Assess the Potential for 5G Mobile Communications Networks, May 2019. The Gartner Report described herein, represents research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. (“Gartner”), and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this prospectus) and the opinions expressed in the Gartner Report is subject to change without notice.

electronics in a limited battery-powered and size-constrained envelope, while still requiring high performance and high accuracy. Due to the ability to integrate with ICs, we believe silicon-based timing solutions are well-suited to optimize footprint, reliability, and power consumption of the overall system within IoT and mobile devices.

Aerospace and Defense

Timing devices used in aerospace and defense applications such as rockets and satellites need to withstand extreme vibration forces and temperature gradients and during operation. Quartz-based solutions can be impacted by extreme vibrating forces acting on the whole system. MEMS timing devices are well-suited for these applications, as they provide up to 40 times better stability under vibration than comparable quartz-based solutions.

Our Solution and Technology

To solve our customers' timing challenges, we focus on designing sophisticated system-level timing solutions based entirely on silicon technology. Our customers turn to us for our system-level expertise that allows us to integrate numerous timing building blocks into a single system, thereby optimizing performance, cost, and board space. As the performance requirements of electronic systems become more demanding and the design more complex, we believe we provide an important value proposition to our customers by helping them solve their most difficult system-level timing challenges.

Our silicon timing solutions are comprised of:

- **MEMS resonators**: We pioneered the MEMS-based timing industry with the MEMS First™, EpiSeal™, and TempFlat™ processes. These manufacturing and packaging processes have allowed the hermetically-sealed resonator die to be assembled in industry-standard, low-cost plastic packages. These processes improve resonator stability, decrease aging effects, and enhance stability over temperature and time. We believe our MEMS resonators are easy to integrate into silicon-based oscillators and clock ICs, and allow us to develop tightly-integrated high performance timing solutions.
- **Clock ICs**: We have a dedicated analog and mixed-signal engineering team focused on the most complex challenges related to oscillators and clock ICs. Our analog mixed-signal technologies include several innovative low noise oscillators, high-performance PLLs, low noise data converters, stable low phase noise oscillators, and precision low aging reference circuits. Many of our oscillators use temperature sensing to maximize frequency stability. Our low-power nano-ampere and high-resolution DualMEMS™ micro-kelvin-resolution sensing technologies stabilize our timing solutions despite rapid temperature changes. We also offer what we consider premier Allan deviation, power supply noise rejection, temperature-sensing resolution, and integrated phase jitter.
- **Advanced system-level integration**: We have extensive know-how in integrating various timing components into elegant system-level solutions. Our ability to integrate MEMS-based devices with analog mixed-signal products allows us to develop oscillators and clock ICs in diverse permutations, which helps us solve difficult timing challenges. Using advanced packaging designs, we believe we can design our products to fit in the smallest footprints in the industry.

We design each key building block of the timing system, from MEMS resonators to oscillators to clock ICs, unlike our competitors who typically design only one or two components of the overall timing solution. Quartz resonators require dedicated fabrication facilities, and quartz suppliers typically do not participate in the clock IC market, which is addressed instead by analog mixed-signal semiconductor companies. Our ability to combine our MEMS resonators with analog-mixed signal components in a fabless manufacturing process allows us to build full timing solutions from the ground up, enabling our customers to focus on their core expertise.

Our solutions are programmable across multiple characteristics including frequencies, stability metrics, voltage parameters, and temperature ranges, among others. With this design flexibility, we can typically deliver

solutions within weeks after initial configuration, as opposed to the months-long delivery timelines of legacy solutions. The inherent efficiency of our programmable platform allows us to replace legacy products with solutions that we believe are superior in performance at comparable cost, and to deliver differentiated timing solutions for our customers' next-generation products.

Our solutions offer the following benefits:

- **High performance**: Our portfolio of silicon-based MEMS resonators allows us to provide our customers with high performance solutions across a wide range of attributes including temperature, vibration, phase jitter, and other metrics.
- **Small footprint**: Our solutions have a small footprint and package size, optimizing the end customer's board area.
- **Low power**: Our solutions operate at ultra-low power levels and are well-suited for portable battery-operated applications.
- **Programmability**: Our devices are configurable across a wide range of parameters, including frequencies, stability metrics, voltage parameters, and temperature ranges, among others, resulting in design flexibility for the customer, and enabling us to produce a vast number of custom timing products on demand with short lead times.
- **High quality and reliability**: The combination of our design and manufacturing processes enables us to produce high quality products with long-term reliability. Our solutions offer low sensitivity to electromagnetic energy, mechanical shock, vibration, airflow, and temperature gradient.
- **Flexible integration**: Our MEMS resonators and clock ICs allow a wide range of packaging and integration methodologies to support various levels of size, cost and electrical, thermal, and mechanical performance.
- **Leveraged product development**: Our solutions employ different combinations of MEMS and circuit components, enabling us to generate a vast number of custom part numbers, including over 30,000 uniquely programmable part numbers shipped to date.
- **Rapid time to market**: Our solutions can typically be delivered within weeks of initial configuration, enabling us to reduce our end customers' time to market.

Our Competitive Strengths

Our approach to timing allows us to provide an extensive portfolio of solutions tailored to the specific needs of our customers, rather than requiring our customers to design their systems to accommodate a limited number of standardized timing configurations. Our leadership in silicon timing systems solutions results from the following core strengths:

- **Exclusive focus on timing**. Our research and development, engineering, manufacturing, sales, and marketing activities are focused solely on timing solutions, which we believe provides us with competitive advantage. Unlike companies who allocate their resources to a diverse set of competencies, timing is our top priority and our engineers are able to focus on the most granular components of the timing market. Due to this focus, we believe we have developed significant expertise in timing, which allows us to solve complex timing problems for our customers, enabling higher value and better end products. This in turn enables our customers to develop innovative products using our timing solutions.
- **Leading differentiated MEMS technology**. We believe we are at the forefront of the MEMS timing market, which is expected to grow at a 35.2% CAGR from $0.1 billion in 2018 to $0.6 billion by 2024 according to Yole Développement. Our portfolio of silicon-based MEMS resonators enables our entire portfolio of timing solutions and allows us to provide our customers with high performance solutions across a range of attributes including temperature, vibration, phase jitter, and other metrics. Our

MEMS-based and analog mixed-signal components are integrated into industry-standard, cost-effective plastic packages. We created electronic design automation, or EDA, tools for MEMS resonators, because off-the-shelf software did not provide the necessary features. We developed a proprietary design automation software platform to maximize MEMS resonator performance and manufacturability.

- **Broad customer base and end-market diversification**. Our end customer base has grown from approximately 1,700 end customers as of December 31, 2013 to over 10,000 individual end customers, serving numerous markets including enterprise and telecommunications infrastructure, automotive, industrial, IoT and mobile, and aerospace and defense. We believe the increasing breadth of our customer base provides us with opportunities to diversify our revenue streams and expand our know-how as we develop solutions for a variety of use cases.

- **Collaboration with industry leaders**. Many of our customers are industry leaders, and we often collaborate with these leaders at the front end of their design cycles, helping them to develop next-generation products. The collaborative nature of these relationships provides us with enhanced visibility into the future requirements of our industry-leading customers.

- **Flexible outsourced manufacturing**. We leverage world class semiconductor foundry partners such as Bosch and TSMC for our MEMS and analog fabrication needs, respectively. We also work closely with top tier back-end partners such as ASE, UTAC, and Carsem for the test and assembly of our solutions. By working with world-class foundries and top tier test and assembly and supply chain partners, we are able to quickly scale production using mainstream semiconductor manufacturing and wafer scale integration and reduce our capital expenditures without compromising the quality of our end product. In addition, the inherently small size of our MEMS die allows system designs to be flexible with broad layouts and achieve smaller form factors.

- **Experienced management team leading engineering customer solution focused organization**. We were built as a customer-first organization, focused on solving our customers' most complex timing challenges. In addition, approximately 80% of our engineers hold advanced science or engineering degrees. Our highly technical and experienced management team has created an engineering focused culture that has enabled us to hire and retain some of the best timing engineering talent, with engineers comprising approximately 45% of our workforce.

Our Strategy

Our objective is to be the leading timing solution provider for advanced and challenging applications. Our solutions not only displace existing products by providing improved performance across a range of operational attributes, but also enable next-generation devices by providing high performance timing solutions at affordable price points. Key elements of our strategy include:

- **Extend our silicon-based timing leadership**. We intend to continue driving innovation in the timing market and working with our ecosystem partners to help set the timing standards of the future. We plan to improve the performance of our current solution suite across a variety of key metrics, including size, power, frequency stability, phase noise, and signal quality, while adding new functionality.

- **Advocate benefits of silicon technology**. We intend to continue to educate current and prospective customers about the benefits of our silicon timing systems solutions relative to their existing and future products.

- **Identify and promote new and emerging applications for our technologies**. We intend to continue to collaborate with our end customers to identify timing challenges related to their product roadmaps and to develop innovative solutions to help them realize these products.

- **Enable future technology innovation**. We plan to continue to partner with leading technology companies to develop innovative products.

- **Broaden our product portfolio**. We intend to continue to broaden our product portfolio by offering additional varieties of oscillators, expanding our business in standalone resonators, and entering the clock IC market.
- **Continue to attract and acquire new customers**. We intend to expand our end customer base by focusing on direct dialogue with large strategic accounts as well as partnerships with large distributors and resellers. We believe this multi-track strategy will allow us to provide differentiated solutions to a broad array of customers.
- **Drive margin expansion of our products**. We intend to use our technological expertise to deliver higher value and higher margin products. In addition, we intend to continue to reduce our costs through operational improvements and supply-chain management initiatives.
- **Offer value on business metrics**. In addition to differentiating our solutions based on technical features and value, we also intend to provide value to our customers on business metrics by leveraging our fabless semiconductor infrastructure. These benefits may include shorter lead times, higher quality and reliability, and therefore lower cost of ownership for the end user.

Our Products

Our silicon timing systems products are designed to address a wide range of applications across a broad array of end markets. Our product portfolio encompasses oscillators and standalone resonators. We also began sampling clock ICs in the second quarter of 2019. As of September 30, 2019, we have shipped over 1.5 billion units to over 10,000 end customers, and our products have been designed into over 200 applications. The programmability of our product platforms enables us to generate solutions quickly to customer specifications, as evidenced by over 30,000 of our part numbers shipped to date derived from 65 product platforms, including 9 in MEMS, 16 in complementary metal-oxide semiconductors, and 20 packaging options.

Today, we primarily supply oscillator products that are comprised of a MEMS resonator and a clock IC that are integrated into a package. We have generated modest revenue to date from sales of standalone resonators. In the future, we intend to supply separate MEMS resonators and clock ICs, in addition to complex timing systems that may also include firmware or software. Some of our products are pin-to-pin compatible with legacy quartz crystal products. The following table illustrates our current product portfolio by target end market:

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MEMS Oscillator Product Portfolio

Telecom, Enterprise, and Cloud Infrastructure

Low Jitter Oscillators
- SiT8208/9 — 1-220 MHz — 0.5 ps Jitter
- SiT9120 — 25-212.5 MHz — 0.6 ps Jitter
- SiT9121/2 — 1-625 MHz — 0.6 ps Jitter
- SiT9365 — 25-325 MHz — 0.21 ps Jitter
- SiT9366/7 — 1-725 MHz — 0.21 ps Jitter

DCXO In-System Programmable
- SiT3907 — 1-220 MHz
- SiT3521/2 — I2C/SPI — 1-725 MHz — 0.21 ps Jitter

VCXO
- SiT3807 — 1.5-45 MHz
- SiT3908/9 — 1-220 MHz
- SiT3372/3 — 1-725 MHz — ±10-50 ppm — 0.21 ps Jitter

TCXO/ VCTCXO/ DCTCXO
- SiT5358/9 — 1-220 MHz — ± 0.05-0.1 ppm — -40 to +105°C
- SiT5356/7 — 1-220 MHz — ± 0.1-0.25 ppm — -40 to +105°C
- SiT5155 — 1-40 MHz — ± 0.5 ppm — -40 to +105°C
- SiT5156/7 — 1-220 MHz — ± 0.5-2.5 ppm — -40 to +105°C
- SiT5021/2 — 1-625 MHz — ± 0.5 ppm

OCXO
- SiT5711/2 — 1-220 MHz — ± 5, 8 ppm — -40 to +85°C

DCOCXO
- SiT5721/2 — 1-220 MHz — ± 5, 8 ppm — -40 to +85°C — Program via I²C

Industrial

Low Power Oscillator
- SiT1602 — 3.75-77.76 MHz — 3.1-4.9 mA
- SiT8008/9 — 1-137 MHz — 3.1-5.9 mA
- SiT2001/2 — 1-137 MHz — SOT23-5

Spread Spectrum Oscillators
- SiT9005 — 1-141 MHz — 30dB Reduction
- SiT9003 — 1-110 MHz — Low Power
- SiT9002 — 1-220 MHz

High Temp Oscillators
- SiT1618 — 7.3728-48 MHz — -40 to +125°C
- SiT8918/9 — 1-137 MHz — -40 to +125°C
- SiT8920/1 — 1-137 MHz — -55 to +125°C
- SiT2018/9 — 1-137 MHz — -40 to +125°C — SOT23-5
- SiT2020/1 — 1-137 MHz — -55 to +125°C — SOT23-5

µPower Oscillators
- SiT1630 — 16.384 kHz & 32.768 kHz — -40 to +105°C — 2012, SOT23

Automotive

Spread Spectrum Oscillators
- SiT9025 — 1-150 MHz — 55 to +125°C — 30 dB Reduction

Low Jitter Oscillators
- SiT9386/7 — 1-725 MHz — -40 to +105°C

High Temp Oscillators
- SiT8924/5 — 1-137 MHz — -55 to +125°C
- SiT2024/5 — 1-137 MHz — -55 to +125°C — SOT23-5

TCXO/ VCTCXO/ DCTCXO
- SiT5186/7 — 1-220 MHz — ±0.5-2.5 ppm — -40 to +105°C
- SiT5386/7 — 1-220 MHz — ±0.1-0.25 ppm — -40 to +105°C

IoT and Mobile

µPower 32 kHz TCXO 1.2 mm²
- SiT1552 — ±5, 10, 20 ppm
- SiT1566/8 — ± 3, 5 ppm — 2.5 ns Jitter
- SiT1580 — ± 3 ppm — 2.5 ns Jitter

µPower 32 kHz Oscillators
- SiT1532/3 — 1508 & 2012
- SiT1572 — ±50 ppm — 1508 — 2.5 ns Jitter
- SiT1573 — ±100 ppm — 1508

µPower TCXO 1.2 mm²
- SiT1576 — ±5 ppm — 1 Hz-2.5 MHz — 2.5 ns Jitter

µPower Oscillators 1.2 mm²
- SiT1569 — 1Hz-462.5 kHz — ±50 ppm
- SiT1579 — 1Hz-2.5 MHz — ±50 ppm
- SiT1581 — 1Hz-2.5 MHz — ±30, 50 PPM — 2.5 ns Jitter
- SiT1534 — 1Hz-32 kHz — 2012 Option
- SiT8021 — 1-26MHz — 60-280 µA

Aerospace and Defense

TCXO/ VCTCXO/ DCTCXO
- SiT5348/9 — 1-220 MHz — ± 0.05-0.1 ppm — -40 to +105°C — 0.004 ppb/g
- SiT5346/7 — 1-220 MHz — ± 0.1-0.25 ppm — -40 to +105°C — 0.004 ppb/g
- SiT5146/7 — 1-220 MHz — ±0.5-2.5 ppm — -40 to +105°C — 0.004 ppb/g

Spread Spectrum Oscillators
- SiT9045 — 1-150 MHz — 30 dB Reduction

High Temp Oscillators
- SiT8944/5 — 1-137 MHz — -55 to +125°C
- SiT2044/5 — 1-137 MHz — -55 to +125°C — SOT23-5
- SiT9346/7 — 1-725 kHz — -40 to +105°C

DCXO In-System Programmable
- SiT3541/2 — I2C/SPI — 1-725 MHz — 0.21 ps Jitter

VCXO
- SiT3342/3 — 1-725 MHz — ±10 to 50 ppm — 0.21 ps Jitter

Our silicon timing systems solutions have been incorporated into the products of our end customers within our target markets.

Our Customers

We primarily sell our timing products to distributors and resellers, who in turn sell our products to our end customers. We work closely with our end customers throughout their design cycles and are able to develop long-term relationships as our technology becomes embedded in their products. As a result, we believe we are well-positioned to be designed into their current systems and to develop next generation solutions for their future products. To date, we have shipped products to over 10,000 end customers. Our top end customers by revenue for the six months ended June 30, 2019 include Apple, Fitbit, GARMIN, HiKVision, Samsung, Google, Microsoft, Dell, and Huami.

Pernas directly accounted for 57% and 27% of our revenue for the years ended December 31, 2017 and 2018, respectively, Arrow directly accounted for 12% and 18% of our revenue for the years ended December 31, 2017 and 2018, respectively, and Quantek directly accounted for 10% and 20% of our revenue for the years ended December 31, 2017 and 2018, respectively. Other than Pernas, Arrow, and Quantek, no other single customer accounted for more than 10% of our revenue in the years ended December 31, 2017 or December 31, 2018. Pernas, Arrow, and Quantek directly accounted for 19%, 18%, and 23% of our revenue for the nine months ended September 30, 2019, respectively.

We primarily sell to distributors and resellers who identify the end customers that are purchasing our products. Based on the sell-through information provided to us, we believe that the majority of our products sold to Pernas and Quantek are in turn incorporated into products of Apple, our largest end customer. As a result, we believe revenue attributable to our largest end customer accounted for approximately 61% and 40% of our revenue for the years ended December 31, 2017 and 2018, respectively.

Although we sell our products to our largest end customer through distributors, we have a development and supply agreement which provides a general framework for our transactions with this end customer. This agreement continues until either party terminates for material breach. Under this agreement, we have agreed to develop and deliver new products to this end customer at its request, provided it also meets our business purposes, and have agreed to indemnify it for intellectual property infringement or any injury or damages caused by our products. This end customer does not have any minimum or binding purchase obligations under this agreement. If our end customers were to choose to work with other manufacturers or our relationships with our customers is disrupted for any reason, it could have a significant negative impact on our business. Any reduction in sales attributable to our larger customers, including our largest end customer, would have a significant and disproportionate impact on our business, financial condition, and results of operations.

Because our sales are made pursuant to standard purchase orders, orders may be cancelled, reduced, or rescheduled with little or no notice and without penalty. Cancellations of orders could result in the loss of anticipated sales without allowing us sufficient time to reduce our inventory and operating expenses. In addition, changes in forecasts or the timing of orders from our customers, including our larger end customers, expose us to the risks of inventory shortages or excess inventory. This in turn could cause our operating results to fluctuate. For example, in 2018 we incurred approximately $8.0 million in cost of inventory in anticipation of an order that did not materialize. This resulted in an inventory write-down of approximately $8.0 million for 2018. We were able to sell approximately $3.0 million of such inventory in the fourth quarter of 2018 and an additional $2.4 million of such inventory during the nine months ended September 30, 2019.

Sales and Marketing

Our design cycle from initial engagement to volume shipment typically ranges from six months to three years, with product life cycles of ten years or more. For many of our products, early engagement with our

customers' technical staff is critical for success. To ensure an adequate level of early engagement, our sales, marketing, and customer and development engineers work closely with our customers and channel partners to understand, identify, and propose solutions to their systems' challenges. We work closely with our customers, including technology leaders such as Nokia for the communications markets, to anticipate end customer market needs. In some cases, we work with our end customers to better understand the end customers' market trends and new requirements that are being placed on our customers. For example, in the communications market, we work with carriers to better understand market requirements, which enables us to better serve our direct customers, which are the carriers' suppliers.

We sell our products worldwide through multiple channels, including our direct sales force and a network of distributors, contract manufacturers, resellers, and independent design houses. Our global sales strategy includes direct sales and distributors covering over 10,000 end customer accounts as of September 30, 2019.

We recently commenced a strategic accounts strategy with dedicated account owners and our direct sales force focused on key decision-makers to provide high-value solutions for unique customer requirements. We intend to continue to expand our sales and market efforts through increased collaboration with our distributors, resellers, and contracted sales representatives. In addition, we intend to introduce a self-service web portal, which will support 24/7 availability and leverage an inside sales team that enables a "self-service model" for customers.

We promote our products and brand through press releases, banner advertising, direct e-mail campaigns, speaking opportunities, contributed articles, and industry analyst relations.

Manufacturing

We operate a fabless business model and use third-party foundries and assembly and test manufacturing contractors to manufacture, assemble and test our semiconductor products. This outsourced manufacturing approach allows us to focus our resources on the design, sale, and marketing of our products. In addition, we believe that outsourcing many of our manufacturing and assembly activities provides us with the flexibility needed to respond to new market opportunities, customer demand, simplifies our operations, and significantly reduces our capital commitments.

We subject our third-party manufacturing contractors to rigorous qualification requirements to meet the high quality and reliability standards required of our products. We carefully qualify each of our partners and their processes before applying the technology to our products. Our engineers work closely with our foundries and other contractors to increase yield, lower manufacturing costs, and improve product quality.

- **Fabrication**. We currently utilize a wide range of semiconductor process generations to develop and manufacture our products. We rely on Bosch in Germany and TSMC in Taiwan as our primary foundries and suppliers for our MEMS timing devices and analog circuits, respectively.
- **Package, Assembly and Testing**. Upon the completion of processing at the foundry, we use third-party contractors for packaging, assembly and testing, including ASE, Carsem, and UTAC in Taiwan, Malaysia, and Thailand, as well as Daishinku and UTAC for ceramic packaging for some of our products.
- **Warehousing**. Our products are warehoused at our Outsourced Semiconductor Assembly and Test, or OSAT, facilities located in Malaysia, Taiwan, and Thailand.

On February 23, 2017, we entered into an amended and restated manufacturing agreement with Robert Bosch LLC, or Bosch, which was amended on August 1, 2018, or the Supply Agreement. Under the Supply Agreement, Bosch has agreed to fabricate our MEMS wafers on the basis of purchase orders placed by us from time to time. Bosch has discretion whether to accept our purchase orders, and we can terminate purchase orders for convenience by giving written notice prior to shipment. The initial term of the Supply Agreement is for ten

years through February 2027 and automatically renews unless terminated by either party with three years' advance notice beginning in February 2024. Other than Bosch, we do not have long-term supply agreements with most of our third-party manufacturing contractors, and we purchase products on a purchase order basis. If our current third-party manufacturing contractors cannot perform as agreed, we may be required to replace those manufacturers. We may be unable to establish any agreements with third-party manufacturing contractors or to do so on acceptable terms, in particular with respect to the fabrication and supply of our MEMS wafers. Although we believe that there are potential alternative suppliers, we may incur added costs and delays in identifying and qualifying any such replacement. For example, our license agreement with Bosch requires us to pay a royalty fee to Bosch if we engage third parties to manufacture, or if we decide to manufacture ourselves, certain generations of our MEMS wafers through March 31, 2024.

In addition, we depend on satisfactory wafer foundry manufacturing capacity, wafer prices, and production yields, as well as timely wafer delivery from our foundries. If the cost of raw materials increases, or our foundries experience decreases in yields or manufacturing defects, our customer relationships could be harmed and may result in our gross margin to decrease.

Research and Development

We believe that our future success depends on our ability to introduce enhancements on our existing products and to develop new products for both existing and new markets. As a result, a significant majority of our operating expenses has been allocated towards this effort. Our research and development efforts are focused primarily on MEMS and advanced clock IC design and advanced system-level integration.

We have assembled a core team of experienced engineers and systems designers who conduct research and development activities in the United States, the Netherlands, and Ukraine. As of September 30, 2019, we had 60 engineers worldwide (representing approximately 44% of our total employee base). Approximately 75% of our engineers have advanced degrees in science or engineering.

Intellectual Property

We rely primarily on patent, copyright, trademark, and trade secret laws, as well as confidentiality and non-disclosure agreements, and other contractual protections, to protect our technologies and proprietary know-how. As of September 30, 2019, we had 55 issued U.S. patents, expiring generally between 2026 and 2036, and 30 pending U.S. patent applications (including five provisional applications). Our issued patents and pending patent applications generally relate to our MEMS fabrication process, MEMS resonators, circuits, packaging, and oscillator systems.

In addition to our own intellectual property, we also use third-party licenses for certain technologies embedded in our MEMS solutions. For example, we have a license to certain patents from Bosch relating to the design and manufacture of MEMS-based timing applications. The patent rights obtained under the license agreement expire between 2021 and 2029, and the license agreement expires upon expiration of the last patent licensed under the agreement. If we were to lose the benefit of these patents or other licensed technology used in our business, it could harm our business and our ability to compete.

We may not receive any meaningful competitive advantages from any rights granted under our patents, and our patent applications may not result in the issuance of any patents. In addition, any future patents may be opposed, contested, circumvented, designed around by a third party, be narrowed or declared invalid or unenforceable in judicial or administrative proceedings, including re-examination, inter partes review, post-grant review, interference and derivation proceedings and equivalent proceedings in foreign jurisdictions, or be subject to ownership claims by third parties. Others may develop technologies that are similar or superior to our proprietary technologies, duplicate our proprietary technologies, or design around patents owned or licensed by us.

We generally control access to and use of our confidential information and trade secrets through the use of internal and external controls, including contractual protections with employees, contractors, and customers. We rely in part on the laws of the United States and international laws to protect our work. All employees and consultants are required to execute confidentiality agreements in connection with their employment and consulting relationships with us. We also require them to agree to disclose and assign to us all inventions conceived or made in connection with the employment or consulting relationship. However, we cannot guarantee that we have entered into such agreements with every such party and we may not have adequate remedies in case of a breach of any such agreements. Our trade secrets could be disclosed to our competitors or others may independently develop substantially equivalent technologies or otherwise gain access to our trade secrets. Trade secrets can be difficult to protect and some courts inside and outside of the United States are less willing or unwilling to protect trade secrets.

Despite our efforts to protect our intellectual property, unauthorized parties may still copy, misappropriate, or otherwise obtain and use our software, technology, or other information that we regard as our proprietary intellectual property. In addition, we intend to expand our international operations, and effective patent, copyright, trademark, and trade secret, and other intellectual property protection may not be available or may be limited in some foreign countries.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights and positions, which has resulted in protracted and expensive litigation for many companies. We have in the past received, and we may in the future receive, communications alleging liability for damages or challenging the validity of our intellectual property or proprietary rights. For example, in March 2019, VTT Technical Research Centre of Finland, Ltd. filed suit in the United States District Court for the Northern District of California alleging infringement by us of a U.S. patent. For more information regarding this matter, see “—Legal Proceedings.” Any litigation, regardless of success or merit, could cause us to incur substantial expenses, reduce our sales, and divert the efforts of our management and other personnel. In the event we receive an adverse result in any litigation, we could be required to pay substantial damages, seek licenses from third parties, which may not be available on reasonable terms or at all, cease sale of products, expend significant resources to develop alternative technology, or discontinue the use of processes requiring the relevant technology.

Competition

The global semiconductor market in general, and the timing market in particular, is highly competitive. We compete in different target markets on the basis of a number of competitive factors. We expect competition to increase and intensify as additional companies enter our markets and as internal resources of large OEMs grow. Increased competition could result in price pressure, reduced gross margins, and loss of market share, any of which could harm our business, financial condition, and results of operations.

Our competitors range from large, international companies offering a wide range of timing products to smaller companies specializing in narrow market verticals. In the MEMS-based oscillator market, we primarily compete against MCHP. In the analog mixed-signal IC and clocking market, we primarily compete against Renesas Electronics Corporation (through their acquisition of Integrated Device Technology, Inc.), Silicon Laboratories Inc., Texas Instruments Incorporated, Microsemi Corporation (which is owned by MCHP), and Analog Devices, Inc. In the oscillator market, we primarily compete against quartz crystal suppliers such as Rakon Limited, Daishinku, Nihon Dempa Kogyo Co., Ltd., TXC Corporation, Seiko Epson Corporation, and Vectron International (which is owned by MCHP). These suppliers typically own their own quartz manufacturing facilities.

Our ability to compete successfully depends on elements both within and outside of our control, including industry and general economic trends. During past periods of downturns in our industry, competition in the markets in which we operate intensified as our customers reduced their purchase orders. Many of our competitors are substantially larger, have greater financial, technical, marketing, distribution, customer support, and other

resources, are more established than we are and have significantly better brand recognition and broader product offerings which may enable them to better withstand similar adverse economic or market conditions in the future. Any such development may materially and adversely affect our current and future target markets and our ability to compete successfully in those markets.

We compete or plan to compete in different target markets to various degrees on the basis of a number of principal competitive factors, including:

- product performance;
- features, functionality, and ease of integration;
- research and development and ability to innovate;
- reliability and durability;
- customer relationships;
- size;
- product roadmap;
- reputation;
- ability to scale and meet volume and timing requirements;
- shorter delivery times;
- customer support;
- power consumption;
- price; and
- performance in dynamic, harsh conditions such as in the presence of vibration, shock, high temperature, and rapid temperature changes in the system.

We believe we compete favorably with respect to each of these factors. We maintain our competitive position through our ability to successfully design, develop, and market complex timing solutions for the customers we serve.

Employees

As of September 30, 2019, we had 135 full-time equivalent employees located in the United States, Malaysia, the Netherlands, Taiwan, and Ukraine, including 60 in research and development, 38 in sales and marketing, 19 in general and administrative, and 18 in operations. We consider relations with our employees to be good and have never experienced a work stoppage. None of our employees are either represented by a labor union or subject to a collective bargaining agreement.

Facilities

Our principal executive offices are located in a leased facility in Santa Clara, California, consisting of approximately 50,400 square feet of office space under lease that expires in December 2026. This facility accommodates our principal engineering, sales, marketing, operations, finance, and administrative activities. We also lease offices in Michigan, Japan, Malaysia, the Netherlands, and Ukraine. We do not own any real property. We believe that our leased facilities are adequate to meet our current needs and that additional facilities will be available on commercially reasonable terms for lease to meet future needs.

Legal Proceedings

In March 2019, VTT Technical Research Centre of Finland, Ltd. filed suit in the United States District Court for the Northern District of California alleging infringement by us of a patent relating to a specific combination of features set forth in the asserted patent. The complaint seeks unspecified monetary damages and injunctive relief. While we intend to defend the lawsuit vigorously, litigation, whether or not determined in our favor or settled, could be costly and time-consuming and could divert our attention and resources, which could adversely affect our business. As we are in the initial stages of evaluating this matter, we are currently unable to assess the possible outcome or impact on our business of this matter. However, because of the nature and inherent uncertainties of litigation, should the outcome of these actions be unfavorable, our business, financial condition, or results of operations could be materially and adversely affected.

From time to time, we may become involved in additional legal proceedings arising in the ordinary course of our business. We are not currently a party to any legal proceedings the outcome of which, if determined adversely to us, would individually or in the aggregate have a material adverse effect on our business, financial condition, and results of operations.

MANAGEMENT

Executive Officers and Directors

The following table sets forth information regarding our executive officers and directors as of September 30, 2019, as well as information regarding our director nominees:

Name	Age	Position
Executive Officers		
Rajesh Vashist	62	Chief Executive Officer and Director
Arthur D. Chadwick	62	Executive Vice President, Chief Financial Officer
Lionel Bonnot	52	Executive Vice President, Worldwide Sales and Business Development
Piyush B. Sevalia	51	Executive Vice President, Marketing
Non-Employee Directors		
Akira Takata	61	Director
Koichi Akeyama	52	Director
Director Nominees(1)		
Raman K. Chitkara(2)(3)	61	Director Nominee
Edward H. Frank(2)(4)	62	Director Nominee
Torsten G. Kreindl(2)(3)	56	Director Nominee
Katherine E. Schuelke(3)(4)	56	Director Nominee
Tom D. Yiu	67	Director Nominee

(1) The director nominees are currently expected to be appointed to our board of directors effective November 1, 2019. In connection therewith, Mr. Akeyama will be stepping off our board of directors, also effective November 1, 2019.
(2) Member of the audit committee effective November 1, 2019.
(3) Member of the compensation committee effective November 1, 2019.
(4) Member of the nominating and corporate governance committee effective November 1, 2019.

Executive Officers

Rajesh Vashist has served as our Chief Executive Officer and as a member of our board of directors since September 2007. Effective November 1, 2019, Mr. Vashist will also serve as Chairman of our board of directors. Prior to joining SiTime, Mr. Vashist served as chief executive officer and chairman of the board of directors of Ikanos Communications, Inc., a semiconductor and software development company, from July 1999 to October 2006. Mr. Vashist holds a B.S. in engineering from NIT Rourkela in India and a MBA from Marquette University. We believe that Mr. Vashist's current role as our Chief Executive Officer and his extensive executive leadership and management experience at semiconductor companies qualify him to serve on our board of directors.

Arthur D. Chadwick has served as our Executive Vice President, Chief Financial Officer since September 2019. Prior to joining SiTime, from December 2004 to July 2018, Mr. Chadwick served as vice president of finance and administration, and chief financial officer of Cavium, Inc., a fabless semiconductor company that was listed on Nasdaq and subsequently acquired by Marvell Technology Group Ltd. in July 2018. From January 1989 to October 2004, Mr. Chadwick served as senior vice president of finance and administration, and chief financial officer of Pinnacle Systems Inc., a digital video editing company that was listed on Nasdaq and acquired by Avid Technology, Inc. in August 2005. Prior to 1989, Mr. Chadwick has held positions at Gould Semiconductor, AMS Semiconductor, and American Microsystems. Mr. Chadwick holds a B.S. in Mathematics and Physics and a MBA in finance, both from the University of Michigan.

Lionel Bonnot has served as our Executive Vice President of Worldwide Sales and Business Development since July 2019. Mr. Bonnot previously served as our Executive Vice President of Business Development from

February 2018 to July 2019. Prior to joining SiTime, Mr. Bonnot was at Quantenna Communications (Nasdaq: QTNA), a wireless communication solution company that designs and develops radio frequency and digital Wi-Fi chips, from December 2007 to December 2017. During his 10-year tenure at Quantenna, Mr. Bonnot served as vice president of worldwide sales, senior vice president of business development, and most recently as senior vice president of marketing and business development. Mr. Bonnot also held various positions at Ikanos Communications, Inc., a semiconductor and software development company, from December 2001 to December 2007, including vice president of Europe, vice president of sales for North America and EMEA, and senior director of worldwide sales. Mr. Bonnot holds a M.S. in Computer Science from Ecole Nationale Supérieure d'Informatique in Paris, France.

Piyush B. Sevalia has served as our Executive Vice President of Marketing since April 2012. Mr. Sevalia previously served as our Vice President of Marketing from March 2008 to April 2012. Prior to joining SiTime, Mr. Sevalia held various marketing positions at Ikanos Communications, a semiconductor and software development company, including vice president of access infrastructure products from October 2006 to March 2008, marketing head of access products from April 2006 to September 2006, and director of product marketing from September 2000 to March 2006. From July 1991 to September 2000, Mr. Sevalia held various positions at Cypress Semiconductor, a semiconductor company, including senior marketing manager, strategic marketing manager, senior / staff applications engineer, and applications engineer. Mr. Sevalia holds a bachelor's degree in electrical engineering from the University of Mumbai, a master's degree in electrical engineering from the University of Michigan, and a master's degree in business administration from the University of California, Berkeley.

Non-Employee Directors

Akira Takata has served as a member of our board of directors since November 2014. Since June 2019, Mr. Takata has been the managing director of our parent company, MegaChips, the second largest fabless semiconductor company based in Japan. Prior to his role as managing director, he served in various roles at MegaChips, including as president and chief executive officer from June 2011 to June 2019, manager of business strategy office, manager of alliance strategy office in main administration unit, director of product business, executive officer, director of production management, general manager of LSI business unit, and as a director. Since June 2014, Mr. Takata has been serving on the board of directors of Global Semiconductor Alliance, a leading industry organization. Mr. Takata received a bachelor's degree in electronics engineering from Osaka University in Japan. We believe that Mr. Takata is qualified to serve on our board of directors due to his management and leadership experience in the semiconductor industry.

Koichi Akeyama has served as a member of our board of directors since November 2014, and since April 2013 has been the president and chief executive officer of MegaChips America, a wholly owned subsidiary of MegaChips. Mr. Akeyama currently serves on the board of directors of MegaChips. Prior to joining MegaChips America, Mr. Akeyama served as president of Kawasaki Microelectronics America, a networking and storage solutions company. Akeyama received a bachelor of science degree and master of science degree in chemistry both from the University of Tokyo. We believe that Mr. Akeyama is qualified to serve on our board of directors due to his experience in the semiconductor industry, his knowledge of microelectronic design, and management experience.

Raman K. Chitkara is expected to join our board of directors in November 2019. Since August 2018, Mr. Chitkara has served as a board member and chair of the audit committee of Xilinx, Inc. (Nasdaq: XLNX), a technology and programmable logic device company. From September 1984 to June 2018, Mr. Chitkara worked at PricewaterhouseCoopers LLP, or PwC, a public accounting firm, where he served in various capacities including as partner, global technology industry leader and global semiconductor industry leader. During his tenure at PwC, Mr. Chitkara held numerous leadership positions, including membership of the audit quality board and leader of the global assurance technology, information, communication, entertainment, and media practice. Mr. Chitkara received a bachelor of commerce in accounting and business management from Shri Ram

College of Commerce. We believe Mr. Chitkara is qualified to serve on our board of directors due to his extensive knowledge and experience with public company financial accounting matters for complex global organizations.

Dr. Edward H. Frank is expected to join our board of directors in November 2019 and has served as chief executive officer of Brilliant Lime, Inc., a silicon, systems, and software technology development startup, since October 2017. Dr. Frank serves as a director of Analog Devices, Inc. (Nasdaq: ADI), a semiconductor company, Marvell Technology Group Ltd., a fabless semiconductor company, and Amesite Inc., an online education development company. Dr. Frank co-founded Cloud Parity, Inc., a voice-of-the-customer company, in December 2013 and served as its chief executive officer until September 2016. From May 2009 to October 2013, Dr. Frank served as vice president of Macintosh hardware systems engineering at Apple Inc. (Nasdaq: AAPL), a multinational technology company. From May 1999 to March 2008, Dr. Frank served as corporate vice president of research and development at Broadcom Corporation, a fabless semiconductor company, which was traded on Nasdaq and acquired by Avago Technologies Limited in May 2014. Prior to joining Broadcom Corporation, Dr. Frank was co-founder and served as executive vice president of Epigram, Inc., an integrated circuit and software development company, which Broadcom acquired in May 1999. Dr. Frank's prior experience includes serving as a director of Fusion-io, Inc., a computer hardware and software systems company, which was listed on the The New York Stock Exchange and subsequently acquired by SanDisk Corporation in July 2014, from October 2013 until July 2014; as a director of Quantenna Communications, Inc. a fabless semiconductor company, which was listed on Nasdaq and subsequently acquired by On Semiconductor Corporation, from July 2016 to August 2018; and as a director of Cavium, Inc., a fabless semiconductor company, which was listed on Nasdaq and subsequently acquired by Marvell Technology Group Ltd. in July 2018, from July 2016 to July 2018. Dr. Frank was elected to the National Academy of Engineering for his contributions to the development and commercialization of WiFi and is a National Association of Corporate Directors, Board Leadership Fellow. Dr. Frank is a National Association of Corporate Directors (NACD) Board Governance Fellow. Dr. Frank holds BS and MS degrees in Electrical Engineering from Stanford University and a Ph.D. in Computer Science from Carnegie Mellon University, where he also serves as Vice-Chair of its Board of Trustees. We believe Dr. Frank's substantial experience in the design, manufacture, sale and marketing of semiconductors and his extensive executive leadership experience in the semiconductor industry and experience serving on boards of public companies qualifies him to serve on our board of directors.

Dr. Torsten G. Kreindl is expected to join our board of directors in November 2019, and since May 2016 has served as managing partner of Deutsche Invest Venture Capital, an investment company. Dr. Kreindl has served as a director of Crate.io Inc., a data management company, since June 2018, as a director of ProGlove GmbH, an industrial wearables company, since January 2019, as a director of Plume Design, Inc., a WiFi network extender development company, since September 2017, and as a director of Hays PLC, a recruitment and human resources services company, since July 2013. From April 2003 to April 2016, Dr. Kreindl served as a director, as chairman of the finance committee, and as a member of the remuneration and nomination committee of Swisscom AG (Nasdaq: SWZCF), a telecommunications company. Dr. Kreindl served as general partner of venture capital firms Grazia Equity and Copan, from October 2005 to April 2016 and September 1999 to September 2005, respectively. From January 1995 to August 1999, Dr. Kreindl served as chief executive officer of Deutsche Telekom AG (Nasdaq: DTEGF), a broadband cable company, and as a member of Booz Allen & Hamilton Inc., a management and information technology consulting firm, from February 1993 to May 1996. Dr. Kreindl received a master's and doctorate in industrial engineering from Johannes Kepler University Linz. We believe Dr. Kreindl is qualified to serve on our board of directors due to his extensive management experience.

Katherine E. Schuelke is expected to join of our board of directors in November 2019, and since June 2017 has served as senior vice president, chief legal officer, and corporate secretary of Seagate Technology PLC (Nasdaq: STX), a data storage company, where she is responsible for Seagate's legal, government affairs, and security functions. From March 1996 to January 2016, Ms. Schuelke was employed by Altera Corporation, where she served as senior vice president, general counsel, and secretary from 2011 to 2016, vice president, general counsel and secretary from 2001 to 2011, and other positions of increasing responsibility from 1996 to 2011.

Altera was a semiconductor company which was listed on Nasdaq and subsequently acquired by Intel Corporation in December 2015. Ms. Schuelke served as an associate at the international law firm of Morrison & Foerster LLP from October 1989 to March 1996, where she specialized in intellectual property, securities, and general business litigation. Ms. Schuelke received a bachelor's in economics from the University at Buffalo and a juris doctor from New York University School of Law. We believe Ms. Schuelke is qualified to serve on our board of directors due to her extensive legal and business experience at public companies and in the semiconductor industry as well as her knowledge of intellectual property, security, international business, and corporate transactions.

Tom D. Yiu is expected to join our board of directors in November 2019, and since January 2007 has served as senior vice president and chief marketing officer of Macronix International Co., Ltd. (Nasdaq: MXIC), or Macronix, an integrated device manufacturing company. Mr. Yiu has been with Macronix since April 1990. During his 29-year tenure at Macronix, Mr. Yiu also served as a director, since June 1995, as senior vice president and head of integrated solution group, from January 2004 to December 2006, senior vice president and chief operating officer, from January 1998 to December 2003 and senior vice president, product development, from April 1990 to December 1997. Prior to joining Macronix, Mr. Yiu served as memory design manager of Austek Microsystem, Inc., a semiconductor company, from February 1985 to November 1987, and as founding member and memory design manager of Modular Semiconductor, Inc., a semiconductor company, from February 1984 to February 1985. From February 1982 to April 1984, Mr. Yiu served as staff design engineer and design section manager of VLSI Technology, Inc., an integrated circuit company. Mr. Yiu founded Dynasty Technology, Inc., an engineering company, in November 1987 and served as its president until April 1990. Mr. Yiu served as a director of MegaChips Corporation, our parent company, from June 2013 to June 2019, and as a director of Infomax System Solutions and Services Co. Ltd., a financial software systems services company, from January 2016 to March 2017. Mr. Yiu received a bachelor of science in electrical engineering from National Taiwan University and a master of science in electrical engineering from the University of California, Berkeley. We believe that Mr. Yiu is qualified to serve on our board of directors due to his rich experience in memory integrated circuit design, marketing, and operating fields.

Board Composition

Our business and affairs are organized under the direction of our board of directors, which currently consists of three members. Our board of directors approved an increase in the number of authorized directors to seven members effective as of November 1, 2019. Rajesh Vashist, our Chief Executive Officer, will serve as Chairman of our board of directors effective November 1, 2019. MegaChips is expected to hold approximately % of our outstanding common stock immediately upon completion of this offering. For so long as MegaChips continues to hold at least 50% of our outstanding common stock, it is expected to hold at least one of the seven seats on our board of directors. Although we do not have any agreement with MegaChips that provides MegaChips the right to such board seats, we expect that for as long as it holds 50% or more of our outstanding common stock, it will have the ability to elect all of the members of our board of directors. The primary responsibilities of our board of directors are to provide oversight, strategic guidance, counseling, and direction to our management. Our board of directors meets on a regular basis and additionally as required.

Our board of directors has determined that five of the seven directors who will be on our board of directors prior to the completion of the offering will qualify as independent directors, as defined under the Nasdaq listing rules.

In accordance with the terms of our amended and restated bylaws, which will be effective immediately prior to the completion of this offering, our board of directors will be divided into three classes, Class I, Class II, and Class III, with members of each class serving staggered three-year terms.

Effective upon completion of this offering, our board of directors will be comprised of seven directors divided into the following classes:

- Class I, which will consist of Torsten G. Kreindl and Akira Takata, whose terms will expire at our first annual meeting of stockholders to be held after the completion of this offering;
- Class II, which will consist of Edward H. Frank and Tom D. Yiu, whose terms will expire at our second annual meeting of stockholders to be held after the completion of this offering; and
- Class III, which will consist of Raman K. Chitkara, Katherine E. Schuelke, and Rajesh Vashist, whose terms will expire at our third annual meeting of stockholders to be held after the completion of this offering.

At each annual meeting of stockholders to be held after the initial classification, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following their election and until their successors are duly elected and qualified. The authorized size of our board of directors is currently four members and may be changed only by resolution by a majority of our board of directors. Our board of directors approved an increase in the number of authorized directors to seven members effective as of November 1, 2019. This classification of our board of directors may have the effect of delaying or preventing changes in our control or management. Our directors may be removed for cause by the affirmative vote of the holders of at least two-thirds (2/3) of our voting stock.

Director Independence

Immediately upon completion of this offering, we will be a “controlled company” under the . As a result, we qualify for exemptions from certain corporate governance requirements under the rules, including the requirements that within one year of the completion of this offering, we have a board that is composed of a majority of “independent directors,” as defined under the rules, and a compensation committee and a nominating and corporate governance committee that is each composed entirely of independent directors. Even though we will be a controlled company, we intend to comply with the rules of the SEC and Nasdaq relating to such independence requirements with respect to the composition of our board of directors, compensation committee, and nominating and corporate governance committee as applicable to companies which are not “controlled companies.” In addition, we will be subject to the rules of the SEC and Nasdaq relating to the membership, qualifications, and operations of the audit committee, as discussed below.

The rules of Nasdaq define a “controlled company” as a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company. Upon completion of this offering, MegaChips will own approximately % of our outstanding common stock (approximately % if the underwriters exercise their over-allotment option in full), representing % of the voting power of the outstanding common stock (approximately % if the underwriters exercise their over-allotment option in full). Effective November 1, 2019 and after this offering, for so long as it continues to hold at least 50% of our outstanding common stock, MegaChips is expected to hold at least one out of seven seats on our board of directors. Although we intend to comply with the rules of the SEC and Nasdaq relating to director independence requirements, as applicable to companies which are not “controlled companies,” through its control of shares of common stock representing a majority of the votes entitled to be cast in the election of our board of directors, MegaChips has the ability to control the vote to elect all of our directors. Regardless, if we cease to be a controlled company and we continue to be listed on Nasdaq, we will be required to comply with the director independence requirements of Nasdaq relating to the board of directors, compensation committee, and nominating and corporate governance committee by the date our status as a controlled company changes or within specified transition periods applicable to certain provisions, as the case may be.

Role of our Board of Directors in Risk Oversight/Risk Committee

One of the key functions of our board of directors is informed oversight of our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight

function directly through our board of directors as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure and our audit committee has the responsibility to consider and discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee also monitors compliance with legal and regulatory requirements. Our compensation committee also assesses and monitors whether our compensation plans, policies, and programs comply with applicable legal and regulatory requirements.

Board Committees

Our board of directors has established an audit committee, a compensation committee, and a nominating and corporate governance committee. Our board of directors has adopted a charter for each of these committees, which complies with the applicable requirements of current Nasdaq rules. We intend to comply with future requirements to the extent they are applicable to us. Following the completion of this offering, copies of the charters for each committee will be available on the investor relations portion of our website.

Audit Committee

Upon completion of this offering, our audit committee will consist of Raman K. Chitkara, Edward H. Frank, and Torsten G. Kreindl. Our board of directors has determined that each of the members of our audit committee satisfies the independence requirements of Nasdaq and Rule 10A-3 under the Exchange Act. Each member of our audit committee can read and understand fundamental financial statements in accordance with Nasdaq audit committee requirements. In arriving at this determination, our board of directors has examined each audit committee member's scope of experience and the nature of their prior and/or current employment.

Mr. Chitkara will serve as the chair of our audit committee. Our board of directors has determined that Mr. Chitkara qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of the Nasdaq listing rules. In making this determination, our board has considered Mr. Chitkara's formal education and previous experience in financial roles. Both our independent registered public accounting firm and management periodically meet privately with our audit committee.

The functions of this committee include, among other things:

- evaluating the performance, independence, and qualifications of our independent auditors and determining whether to retain our existing independent auditors or engage new independent auditors;
- reviewing our financial reporting processes and disclosure controls;
- reviewing and approving the engagement of our independent auditors to perform audit services and any permissible non-audit services;
- reviewing the adequacy and effectiveness of our internal control policies and procedures, including the responsibilities, budget, staffing, and effectiveness of our internal audit function;
- reviewing with the independent auditors the annual audit plan, including the scope of audit activities and all critical accounting policies and practices to be used by us;
- obtaining and reviewing at least annually a report by our independent auditors describing the independent auditors' internal quality control procedures and any material issues raised by the most recent internal quality-control review;
- monitoring the rotation of partners of our independent auditors on our engagement team as required by law;

- prior to engagement of any independent auditor, and at least annually thereafter, reviewing relationships that may reasonably be thought to bear on their independence, and assessing and otherwise taking the appropriate action to oversee the independence of our independent auditor;
- reviewing our annual and quarterly financial statements and reports, including the disclosures contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations," and discussing the statements and reports with our independent auditors and management;
- reviewing with our independent auditors and management significant issues that arise regarding accounting principles and financial statement presentation and matters concerning the scope, adequacy, and effectiveness of our financial controls and critical accounting policies;
- reviewing with management and our auditors any earnings announcements and other public announcements regarding material developments;
- establishing procedures for the receipt, retention, and treatment of complaints received by us regarding financial controls, accounting, auditing, or other matters;
- preparing the report that the SEC requires in our annual proxy statement;
- reviewing and providing oversight of any related person transactions in accordance with our related person transaction policy and reviewing and monitoring compliance with legal and regulatory responsibilities, including our code of ethics;
- reviewing our major financial risk exposures, including the guidelines and policies to govern the process by which risk assessment and risk management is implemented; and
- reviewing and evaluating on an annual basis the performance of the audit committee and the audit committee charter.

We believe that the composition and functioning of our audit committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

Compensation Committee

Upon completion of this offering, our compensation committee will consist of Raman K. Chitkara, Torsten G. Kreindl, and Katherine E. Schuelke. Dr. Kreindl will serve as the chair of our compensation committee. Our board of directors has determined that each of the members of our compensation committee is a non-employee director, as defined in Rule 16b-3 promulgated under the Exchange Act, and satisfies the independence requirements of Nasdaq. The functions of this committee include, among other things:

- reviewing and approving the corporate objectives that pertain to the determination of executive compensation;
- reviewing and approving the compensation and other terms of employment of our executive officers;
- reviewing and approving performance goals and objectives relevant to the compensation of our executive officers and assessing their performance against these goals and objectives;
- making recommendations to our board of directors regarding the adoption or amendment of equity and cash incentive plans and approving amendments to such plans to the extent authorized by our board of directors;
- reviewing and making recommendations to our board of directors regarding the type and amount of compensation to be paid or awarded to our non-employee board members;
- reviewing and assessing the independence of compensation consultants, legal counsel, and other advisors as required by Section 10C of the Exchange Act;

- administering our equity incentive plans, to the extent such authority is delegated by our board of directors;
- reviewing and approving the terms of any employment agreements, severance arrangements, change in control protections, indemnification agreements, and any other material arrangements for our executive officers;
- reviewing with management our disclosures under the caption "Compensation Discussion and Analysis" in our periodic reports or proxy statements to be filed with the SEC, to the extent such caption is included in any such report or proxy statement;
- preparing an annual report on executive compensation that the SEC requires in our annual proxy statement; and
- reviewing and evaluating on an annual basis the performance of the compensation committee and recommending such changes as deemed necessary with our board of directors.

We believe that the composition and functioning of our compensation committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

Nominating and Corporate Governance Committee

Upon completion of this offering, our nominating and corporate governance committee will consist of Edward H. Frank and Katherine E. Schuelke. Our board of directors has determined that each of the members of our nominating and corporate governance committee satisfies the independence requirements of Nasdaq. Ms. Schuelke will serve as the chair of our nominating and corporate governance committee. The functions of this committee include, among other things:

- identifying, reviewing, and making recommendations of candidates to serve on our board of directors;
- evaluating the performance of our board of directors, committees of our board of directors, and individual directors and determining whether continued service on our board is appropriate;
- evaluating nominations by stockholders of candidates for election to our board of directors;
- evaluating the current size, composition, and organization of our board of directors and its committees and making recommendations to our board of directors for approvals;
- developing a set of corporate governance policies and principles and recommending to our board of directors any changes to such policies and principles;
- reviewing issues and developments related to corporate governance and identifying and bringing to the attention of our board of directors current and emerging corporate governance trends; and
- reviewing periodically the nominating and corporate governance committee charter, structure, and membership requirements and recommending any proposed changes to our board of directors, including undertaking an annual review of its own performance.

We believe that the composition and functioning of our nominating and corporate governance committee complies with all applicable requirements of the Sarbanes-Oxley Act and all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has ever been an executive officer or employee of ours. None of our executive officers currently serve, or has served during the last completed fiscal year, on the compensation committee or board of directors of any other entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Limitation on Liability and Indemnification of Directors and Officers

Our amended and restated certificate of incorporation, which will be effective upon completion of this offering, limits our directors' liability to the fullest extent permitted under Delaware General Corporation Law, or the DGCL. The DGCL provides that directors of a corporation will not be personally liable for monetary damages for breach of their fiduciary duties as directors, except for liability:

- for any transaction from which the director derives an improper personal benefit;
- for any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- for any unlawful payment of dividends or redemption of shares; or
- for any breach of a director's duty of loyalty to the corporation or its stockholders.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of our directors shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Delaware law and our amended and restated bylaws provide that we will, in certain situations, indemnify our directors and officers and may indemnify other employees and other agents, to the fullest extent permitted by law. Any indemnified person is also entitled, subject to certain limitations, to advancement, direct payment, or reimbursement of reasonable expenses (including attorneys' fees and disbursements) in advance of the final disposition of the proceeding.

In addition, we have entered, and intend to continue to enter, into separate indemnification agreements with our directors and officers. These agreements, among other things, require us to indemnify our directors and officers for certain expenses, including attorneys' fees, judgments, fines, and settlement amounts incurred by a director or officer in any action or proceeding arising out of their services as one of our directors or officers or any other company or enterprise to which the person provides services at our request.

We maintain a directors' and officers' insurance policy pursuant to which our directors and officers are insured against liability for actions taken in their capacities as directors and officers. We believe that these provisions in our amended and restated certificate of incorporation and amended and restated bylaws and these indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, or control persons, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Code of Business Conduct and Ethics for Employees, Executive Officers, and Directors

We intend to adopt a Code of Business Conduct and Ethics, or the Code of Conduct, applicable to all of our employees, executive officers, and directors. The Code of Conduct will be available on our website at *www.sitime.com*. The nominating and corporate governance committee of our board of directors is responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers, and directors. We expect that any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website.

Non-Employee Director Compensation

We have not historically paid cash retainers or other compensation with respect to service on our board of directors. We have reimbursed and will continue to reimburse all of our non-employee directors for their reasonable expenses incurred in attending meetings of our board of directors and committees of our board of directors.

Our board of directors reviewed the following proposed cash compensation for the new directors, which is based on a review of director compensation at comparable companies in our industry. We anticipate that our board of directors or the compensation committee will approve cash compensation for non-employee directors consisting of a $40,000 annual retainer, an additional $20,000 annual retainer for the lead independent director, if any, and the following for committee services, contingent upon the closing of the offering:

Committee	Chair	Member
Compensation Committee	$ 10,000	$ 5,000
Nominating and Corporate Governance Committee	10,000	5,000
Audit Committee	20,000	8,000

The foregoing cash compensation, combined with equity compensation of non-employee directors, cannot not exceed in the aggregate amount of $500,000 per year (or $750,000 per year for the first fiscal year following the offering).

For information regarding equity compensation for non-employee director compensation, see “Executive Compensation—Equity-Based Incentive Awards—SiTime Equity Awards.”

EXECUTIVE COMPENSATION

Our named executive officers, who consist of our principal executive officer and our two other most highly compensated executive officers, for the year ended December 31, 2018 were:

- Rajesh Vashist, our Chief Executive Officer;
- Lionel Bonnot, our Executive Vice President of Business Development; and
- Piyush B. Sevalia, our Executive Vice President of Marketing.

Summary Compensation Table

Name and Principal Position	Year	Salary ($)	Bonus ($)	All Other Compensation ($)(1)	Total ($)
Rajesh Vashist	2018	488,750	520,000(3)	9,922	1,018,672
Chief Executive Officer					
Lionel Bonnot	2018	236,500(2)	66,667	8,162	311,329
Executive Vice President, Business Development					
Piyush B. Sevalia	2018	300,000	75,000	9,830	384,830
Executive Vice President, Marketing					

(1) The amounts in this column include life insurance premiums paid by us for the benefit of the named executive officer and 401(k) matching contributions.
(2) Mr. Bonnot joined us in February 2018. This amount represents a prorated portion of his annual base salary for 2018, which base salary was $260,000. Effective July 2019, Mr. Bonnot was appointed our Executive Vice President of Worldwide Sales and Business Development.
(3) This amount includes a $250,000 bonus earned in 2017 and paid in 2018.

Narrative to Summary Compensation Table

In setting executive base salaries and bonuses, we consider compensation for comparable positions in the market, the historical compensation levels of our executives, individual performance as compared to our expectations and objectives, our desire to motivate our employees to achieve short- and long-term results that are in the best interests of our stockholders, and a long-term commitment to us. We do not target a specific competitive position or a specific mix of compensation among base salary or bonus.

All of our employees, including our named executive officers, participate in our Exemplary Performance Bonus Plan, or MBO Plan, which is designed to motivate and reward our employees for achievements relative to our goals and expectations. The MBO Plan is available to all of our full-time employees located in the U.S., and provides for the same method of allocation of benefits for both management and non-management participants. Under the MBO Plan, Messrs. Vashist, Bonnot, and Sevalia were eligible to receive a bonus of up to $360,000, $91,667, and $100,000 in 2018, respectively, to be paid out on a quarterly basis during the month following the end of each quarter, subject to meeting pre-determined management objectives and goals for the applicable quarter and being an employee in good standing as of the applicable payment date.

Equity-Based Incentive Awards

SiTime Equity Awards

We have not granted any equity incentive awards since our acquisition by MegaChips in 2014 and currently have no outstanding equity awards.

Effective November 1, 2019, our board of directors will consist of Messrs. Takata and Vashist, each of whom is a current director, as well as the following individuals, each of whom will be an independent and non-employee director. Our board of directors reviewed the following proposed equity compensation for our non-

employee directors, which is based on a review of director compensation at comparable companies in our industry. We anticipate that our board of directors or the compensation committee will approve and implement Mr. Takata's grant and the initial RSU grants to the non-employee directors contingent upon the closing of the offering and, if approved, that such grants would be effective immediately after the effectiveness of a registration statement on Form S-8 relating to the 2019 Plan.

Name	Annual RSU Awards ($)(1)	Other RSU Awards ($)(2)
Raman K. Chitkara	175,000	250,000
Edward H. Frank	175,000	250,000
Torsten G. Kreindl	175,000	250,000
Katherine E. Schuelke	175,000	250,000
Akira Takata	175,000	550,000
Tom D. Yiu	175,000	250,000

(1) Includes anticipated RSUs with a grant date value of $175,000 vesting after one year for directors who served at least 6 months prior to the grant date (in each case to be granted after April 2020).

(2) Includes initial grants of RSUs to non-employee directors with a grant date value of $250,000 vesting annually over 3 years and a $300,000 fully vested RSU grant to Mr. Takata in recognition of his past service. Upon grant, each recipient would be entitled to receive a number of shares equal to the values set forth with respect to each recipient in the table above divided by the initial public offering price per share, subject to a vesting schedule and continued service.

We have reserved 4,700,000 shares for future issuance under the 2019 Plan as of October 3, 2019. We have not granted any equity awards since our acquisition by MegaChips and to date, we have not granted any equity awards under the 2019 Plan. We currently anticipate granting substantially all of the shares reserved for issuance under the 2019 Plan, or the Employee Pool, to management (including officers and directors) and employees in the form of RSUs, subject to a vesting schedule and continued service. In addition, we anticipate that 4.5% of the Employee Pool may be allocated to RSUs to be awarded to our Chief Executive Officer, subject to the form of RSU agreement and vesting schedule recently approved by our board of directors. Any such grants would be subject to approval by the compensation committee (for Section 16 officers and directors) or the compensation administration committee (for all employees prior to this offering and for all employees other than Section 16 officers after this offering), as applicable. We currently anticipate that such grants may be approved immediately prior to this offering. If and when approved, such grants would be contingent upon the closing of the offering and effective immediately after the effectiveness of a registration statement on Form S-8 relating to the 2019 Plan. Upon grant, each recipient would be entitled to receive a number of shares equal to the values set forth with respect to each recipient divided by the initial public offering price per share, subject to a vesting schedule and continued service. We have not made any final determinations as to any future awards or the timing thereof, and there can be no assurance that we will grant any awards in that timeframe, if at all, or as to the number of shares which may be subject to any future equity awards.

After the completion of this offering, we expect to provide for equity-based incentive awards designed to align the interests of our stockholders with those of our employees, including our named executive officers.

Following the effective date of this offering, our compensation committee will be responsible for approving equity grants to our Section 16 executive officers. The compensation administration committee will make grants to all other employees and our board of directors will approve grants to any outside directors.

Vesting of equity awards will generally be tied to continuous service with us to serve as an additional retention measure. We expect our executive officers generally will be awarded an initial new hire grant upon commencement of employment. Additional grants may occur periodically in order to specifically incentivize executives with respect to achieving certain corporate goals, to encourage retention, or to reward executives for exceptional performance.

We intend to grant options with an exercise price equal to no less than the fair market value of a share of our common stock on the date of the grant of such award. Our stock option awards will generally vest over a four-year period subject to the holder's continuous service to us. We also intend to grant restricted stock units subject to vesting based upon continuous service and may also condition vesting on achievement of performance objectives.

MegaChips Equity Awards

Certain of our employees have been granted RSUs with respect to shares of common stock of MegaChips under the MegaChips Corporation Restricted Stock Unit Plan, by MegaChips, in consultation with our management. Mr. Vashist was granted 48,222 RSUs in July 2016, which vested over a period of one-year and fully vested and settled in June 2017. Mr. Sevalia was granted 62,000 RSUs in July 2016, which vested over a period of two years and fully vested and settled in June 2018. A portion of the RSUs were settled in cash. There were no RSUs granted to our executive officers in 2017 and 2018 and no outstanding RSUs as of June 30, 2019.

None of our named executive officers received any RSUs or other equity awards from MegaChips in 2018.

Agreements with Our Named Executive Officers and Potential Payments Upon Termination or Change of Control

Below are descriptions of our employment agreements and offer letter agreements with our named executive officers. The agreements generally provide for at-will employment and set forth the named executive officer's initial base salary and eligibility for employee benefits. Furthermore, each of our named executive officers has executed a form of our standard proprietary information and inventions assignment agreement.

Agreement with Rajesh Vashist

On October 21, 2014, we entered into an employment agreement with Rajesh Vashist, our Chief Executive Officer, which superseded and replaced Mr. Vashist's previous employment agreement. Under Mr. Vashist's agreement, we agreed to pay Mr. Vashist an annual base salary of $425,000, and based on the assessment by our board of directors of Mr. Vashist's performance and the attainment of annual company goals established by our board of directors in its sole discretion, and subject to Mr. Vashist's employment through the payment date, an annual performance bonus of up to $300,000. In addition, under the employment agreement, as amended on June 14, 2016, Mr. Vashist agreed to provide advisory services of not more than 10 hours each month to MegaChips through June 30, 2020, regardless of his employment status with us. Mr. Vashist's current annual base salary is $488,750 and he is eligible to earn an annual performance bonus of up to $360,000.

Agreement with Lionel Bonnot

On January 27, 2018, we entered into an offer letter with Lionel Bonnot, our Executive Vice President of Worldwide Sales and Business Development, setting forth the initial terms of his employment. Pursuant to the agreement, Mr. Bonnot was entitled to an initial annual base salary of $260,000, and based on the assessment by our board of directors of Mr. Bonnot's performance and the attainment of annual company goals established by our board of directors in its sole discretion, and subject to Mr. Bonnot's employment through the payment date, an annual performance bonus of up to $100,000. Mr. Bonnot's current annual base salary is $287,500.

Agreement with Arthur D. Chadwick

On September 26, 2019, we entered into an offer letter with Arthur D. Chadwick, our Executive Vice President, Chief Financial Officer, setting forth the initial terms of his employment. Pursuant to the agreement, Mr. Chadwick was entitled to an initial annual base salary of $300,000, and based on the assessment by our board of directors of Mr. Chadwick's performance and the attainment of annual company goals established by our board of directors in its sole discretion, and subject to Mr. Chadwick's employment through the payment date, an annual performance bonus of up to $100,000.

Agreement with Piyush B. Sevalia

On October 20, 2014, we entered into an offer letter with Piyush B. Sevalia, our Executive Vice President of Marketing, setting forth the initial terms of his employment. Pursuant to the agreement, Mr. Sevalia was entitled to an initial annual base salary of $300,000, and based on the assessment by our board of directors of Mr. Sevalia's performance and the attainment of annual company goals established by our board of directors in its sole discretion, and subject to Mr. Sevalia's employment through the payment date, an annual performance bonus of up to $100,000. The agreement also provided for profit sharing bonuses for 2017 and 2018, with Mr. Sevalia's expected profit sharing interest at 5% and subject to change at our discretion. Mr. Sevalia did not receive a profit sharing bonus in 2018.

Potential Payments upon Termination or Change of Control

We believe that reasonable severance benefits for our named executive officers are important because it may be difficult for them to find comparable employment within a short period of time. We also believe that it is important to protect our named executive officers in the event of a change of control transaction involving us, as a result of which such officers might have their employment terminated. In addition, we believe that the interests of management should be aligned with those of our stockholders as much as possible, and we believe that providing protection upon a change of control is an appropriate counter to any disincentive such officers might otherwise perceive in regard to transactions that may be in the best interest of our stockholders.

Accordingly, on October 3, 2019, our board of directors and our sole stockholder approved forms of change of control and severance agreements, which will become effective prior to the closing of the offering, for our Chief Executive Officer and for our executive officers. These agreements generally provide for severance benefits upon a qualifying termination of employment and in connection with a change of control, as described below. Once effective, these agreements will supersede all prior change of control and severance agreements between us and the executive officers.

Under Mr. Vashist's form of change of control and severance agreement, in the event Mr. Vashist undergoes an Involuntary Termination (as defined in that agreement), he will be entitled to receive: (1) a lump sum equal to his annual base salary, plus his target bonus under the MBO Plan as in effect on the date of his termination, (2) reimbursement of COBRA premiums for up to one year following termination, and (3) acceleration of all his unvested equity awards. If Mr. Vashist remains employed with us through the close of a change control, Mr. Vashist will be entitled to receive acceleration of all his unvested equity awards. If he undergoes an Involuntary Termination in connection with a change of control, he will become entitled to receive: (1) a lump sum equal to two times the sum of his annual base salary and target bonus under the MBO Plan as in effect on the date of termination, (2) reimbursement of COBRA premiums for up to 18 months following termination, and (3) acceleration of all his unvested equity awards, provided that these change of control severance benefits will be offset by any non-change of control severance benefits already paid. Mr. Vashist's severance benefits are conditioned on his timely execution of an effective release of claims.

Under the form of change of control and severance agreement applicable to all other executive officers, in the event such an officer undergoes an Involuntary Termination (as defined in that agreement), that officer will be entitled to receive: (1) a lump sum equal to 6 months of that officer's annual base salary, plus half of their target bonus under the MBO Plan as in effect on the date of termination and (2) reimbursement of COBRA premiums for up to 6 months following termination. If the executive officer undergoes an Involuntary Termination in connection with a change of control, that officer will become entitled to receive: (1) a lump sum equal to that officer's annual base salary, plus their target bonus under the MBO Plan as in effect on the date of termination, (2) reimbursement of COBRA premiums for up to one year following termination, and (3) acceleration of all unvested equity awards, provided these change of control severance benefits will be offset by any non-change of control severance benefits already paid. All severance benefits are conditioned on the officer's timely execution of an effective release of claims.

Option Repricings

Neither we, nor our parent company, has engaged in any repricings of our named executive officers' outstanding equity awards since our acquisition by MegaChips in 2014.

Health, Welfare and Retirement Benefits

All of our current named executive officers are eligible to participate in our employee benefit plans, including our medical, dental, and vision insurance plans and 401(k) plan (as described below), in each case on the same basis as all of our other employees. We currently do not contribute to a retirement plan on behalf of employees other than our 401(k) plan.

Nonqualified Deferred Compensation

None of our named executive officers participates in or has account balances in nonqualified defined contribution plans or other nonqualified deferred compensation plans maintained by us. Our board of directors may elect to provide our officers and other employees with nonqualified defined contribution or other nonqualified deferred compensation benefits in the future if it determines that doing so is in our best interests.

401(k) Plan

We sponsor a qualified retirement plan that is intended to qualify for favorable tax treatment under Section 401(a) of the Code, and contains a cash or deferred feature that is intended to meet the requirements of Section 401(k) of the Code. Participants may make pre-tax and certain after-tax (Roth) salary deferral contributions to the plan from their eligible earnings up to the statutorily prescribed annual limit under the Code. Participants who are 50 years of age or older may contribute additional amounts based on the statutory limits for catch-up contributions. Participant contributions are held in trust as required by law. No minimum benefit is provided under the plan. An employee's interest in his or her salary deferral contributions is 100% vested when contributed. We have the ability to make discretionary matching contributions under the plan of 50% of each contribution up to $375 per paycheck, or $9,000 annually, per employee.

Equity Incentive Plans

2019 Stock Incentive Plan

Our board of directors adopted our 2019 Stock Incentive Plan, or the 2019 Plan, on October 3, 2019, which will become effective prior to the completion of this offering.

Stock Awards. The 2019 Plan provides for the grant of incentive stock options, or ISOs, nonstatutory stock options, or NSOs, restricted stock awards, stock unit awards, stock appreciation rights, cash-based awards, and performance-based stock awards, or collectively, stock awards. ISOs may be granted only to our employees, including officers, and the employees of our parent or subsidiaries. All other stock awards may be granted to our employees, officers, our non-employee directors, and consultants and the employees and consultants of our parent, subsidiaries, and affiliates.

Share Reserve. Initially, the aggregate number of shares of our common stock that may be issued pursuant to stock awards under the 2019 Plan will not exceed the sum of (x) 4,700,000 shares, plus (y) an annual increase on the first day of each fiscal year, for a period of not more than 10 years, beginning on January 1, 2020, and ending on (and including) January 1, 2029, in an amount equal to the lesser of (1) three (3%) of the outstanding shares on the last day of the immediately preceding fiscal year, or (2) if our board of directors acts prior to the first day of the fiscal year, such lesser amount (including zero) that our board of directors determines for purposes of the annual increase for that fiscal year.

If a stock award granted under the 2019 Plan expires or otherwise terminates without being exercised in full, or is settled in cash, the shares of our common stock not acquired pursuant to the stock award again will become available for subsequent issuance under the 2019 Plan. In addition, the following types of shares of our common stock under the 2019 Plan may become available for the grant of new stock awards under the 2019 Plan: (1) shares that are forfeited prior to becoming fully vested, (2) shares withheld to satisfy income or employment withholding taxes, or (3) shares used to pay the exercise or purchase price of a stock award. However, shares that have actually been issued shall not again become available unless forfeited. Shares issued under the 2019 Plan shall be authorized but unissued shares or treasury shares. As of the date hereof, no awards have been granted and no shares of our common stock have been issued under the 2019 Plan.

Incentive Stock Option Limit. The maximum number of shares of our common stock that may be issued upon the exercise of ISOs under the 2019 Plan is 4,700,000 shares.

Administration. The compensation committee of our board of directors has the authority to administer the 2019 Plan. Our board of directors has delegated to the compensation administration committee the authority to (1) designate employees (other than other executive officers) to be recipients of certain stock awards, and (2) determine the number of shares of common stock to be subject to such stock awards. Subject to the terms of the 2019 Plan, the authorized committee, referred to herein as the 2019 Plan administrator, determines recipients, dates of grant, the numbers and types of stock awards to be granted, and the terms and conditions of the stock awards, including the period of their exercisability and vesting schedule applicable to a stock award. Subject to the limitations set forth below, the 2019 Plan administrator will also determine the exercise price, strike price, or purchase price of awards granted and the types of consideration to be paid for the award.

Repricing; Cancellation and Re-Grant of Stock Awards. The 2019 Plan administrator has the authority to modify outstanding awards under the 2019 Plan. Subject to the terms of the 2019 Plan, the 2019 Plan administrator has the authority to reduce the exercise price of any outstanding stock award, cancel any outstanding stock award in exchange for new stock awards, cash, or other consideration, or take any other action that is treated as a repricing under generally accepted accounting principles, without stockholder approval but with the consent of any adversely affected participant.

Stock Options. A stock option is the right to purchase a certain number of shares of stock, at a certain exercise price, in the future. Under the 2019 Plan, ISOs and NSOs are granted pursuant to stock option agreements adopted by the 2019 Plan administrator. The 2019 Plan administrator determines the exercise price for a stock option, within the terms and conditions of the 2019 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the 2019 Plan vest at the rate specified by the 2019 Plan administrator.

The 2019 Plan administrator determines the term of stock options granted under the 2019 Plan, up to a maximum of ten years. If an optionholder's service relationship with us or any of our affiliates ceases due to disability or death the optionholder or a beneficiary may generally exercise any vested options for a period of 12 months in the event of death or disability. In no event may an option be exercised beyond the expiration of its term.

Payment of the exercise price may be made in cash or, if provided for in the stock option agreement evidencing the award, (1) by surrendering, or attesting to the ownership of, shares which have already been owned by the optionee, (2) future services or services rendered to us or our affiliates prior to the award, (3) by delivery of an irrevocable direction to a securities broker to sell shares and to deliver all or part of the sale proceeds to us in payment of the aggregate exercise price, (4) by delivery of an irrevocable direction to a securities broker or lender to pledge shares and to deliver all or part of the loan proceeds to us in payment of the aggregate exercise price, (5) by a "net exercise" arrangement, (6) by delivering a full-recourse promissory note, or (7) by any other form that is consistent with applicable laws, regulations, and rules.

Tax Limitations on Incentive Stock Options. The aggregate fair market value, determined at the time of grant, of our common stock with respect to ISOs that are exercisable for the first time by an optionholder during any calendar year under all of our stock plans may not exceed $100,000. Options or portions thereof that exceed such limit will generally be treated as NSOs. No ISO may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our affiliates unless (1) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant, and (2) the term of the ISO does not exceed five years from the date of grant.

Restricted Stock Awards. Restricted stock is a stock award that may be subject to vesting conditioned upon continued service, the achievement of performance objectives or the satisfaction of any other condition as specified in a restricted stock agreement. Subject to the terms of the 2019 Plan, the 2019 Plan administrator will determine the terms and conditions of any restricted stock award, including any vesting arrangement, which will be set forth in a restricted stock agreement to be entered into between us and each recipient. Restricted stock awards may be granted in consideration for (1) cash, (2) future services or services rendered to us or our affiliates prior to the award, (3) full recourse promissory notes, or (4) any other form of legal consideration, as determined by the 2019 Plan administrator. Common stock acquired under a restricted stock award may, but need not, be subject to a share repurchase option in our favor in accordance with a vesting schedule to be determined by the 2019 Plan administrator. A restricted stock award may be transferred only upon such terms and conditions as set by the 2019 Plan administrator.

Stock Unit Awards. Stock unit awards give recipients the right to acquire a specified number of shares of stock (or cash amount) at a future date upon the satisfaction of certain conditions, including any vesting arrangement, established by the 2019 Plan administrator and as set forth in a stock unit award agreement. A stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the 2019 Plan administrator. Recipients of stock unit awards generally will have no voting or dividend rights prior to the time the vesting conditions are satisfied and the award is settled. At the 2019 Plan administrator’s discretion and as set forth in the stock unit award agreement, stock units may provide for the right to dividend equivalents.

Stock Appreciation Rights. Stock appreciation rights generally provide for payments to the recipient based upon increases in the price of our common stock over the exercise price of the stock appreciation right. The 2019 Plan administrator determines the exercise price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. A stock appreciation right granted under the 2019 Plan vests at the rate specified in the stock appreciation right agreement as determined by the 2019 Plan administrator. The 2019 Plan administrator determines the term of stock appreciation rights granted under the 2019 Plan, up to a maximum of ten years. Upon the exercise of a stock appreciation right, we will pay the participant an amount in stock, cash, or a combination of stock and cash as determined by the 2019 Plan administrator, equal to the product of (1) the excess of the per share fair market value of our common stock on the date of exercise over the exercise price, multiplied by (2) the number of shares of common stock with respect to which the stock appreciation right is exercised.

Other Stock Awards. The 2019 Plan administrator may grant other awards based in whole or in part by reference to our common stock. The 2019 Plan administrator will set the number of shares under the stock award and all other terms and conditions of such awards.

Cash-Based Awards. A cash-based award is denominated in cash. The 2019 Plan administrator may grant cash-based awards in such number and upon such terms as it shall determine. Payment, if any, will be made in accordance with the terms of the award, and may be made in cash or in shares of common stock, as determined by the 2019 Plan administrator.

Performance-Based Awards. The number of shares or other benefits granted, issued, retainable and/or vested under a stock or stock unit award may be made subject to the attainment of performance goals. The 2019

Plan administrator may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

Changes to Capital Structure. In the event of a recapitalization, stock split, or similar capital transaction, the 2019 Plan administrator will make appropriate and equitable adjustments to the number of shares reserved for issuance under the 2019 Plan, the number of shares subject to formula grants to non-employee directors, the number of shares that can be issued as incentive stock options, the number of shares subject to outstanding awards and the exercise price under each outstanding option or stock appreciation right.

Transactions. If we are involved in a merger or other reorganization, outstanding awards will be subject to the agreement or merger or reorganization. Subject to compliance with applicable tax laws, such agreement will provide for (1) the continuation of the outstanding awards by us, if we are a surviving corporation, (2) the assumption or substitution of the outstanding awards by the surviving corporation or its parent or subsidiary, (3) immediate vesting, exercisability, and settlement of the outstanding awards followed by their cancellation, or (4) settlement of the intrinsic value of the outstanding awards (whether or not vested or exercisable) in cash, cash equivalents, or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such award or the underlying shares) followed by cancellation of such awards.

Change of Control. The 2019 Plan administrator may provide, in an individual award agreement or in any other written agreement between a participant and us, that the stock award will be subject to additional acceleration of vesting and exercisability in the event of a change of control.

Transferability. Unless the 2019 Plan administrator provides otherwise, no award granted under the 2019 Plan may be transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to shares issued under such award), except by will, the laws of descent and distribution, or pursuant to a domestic relations order. A participant may designate a beneficiary, however, who may exercise the option following the participant's death.

Amendment and Termination. Our board of directors has the authority to amend, suspend, or terminate the 2019 Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent. No ISOs may be granted after the tenth anniversary of the date our board of directors adopted the 2019 Plan, or October 3, 2029.

Rule 10b5-1 Sales Plans

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell our common shares on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from them. The director or officer may amend a Rule 10b5-1 plan in some circumstances and may terminate a plan at any time. Our directors and executive officers also may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material nonpublic information subject to compliance with the terms of our insider trading policy. Prior to 180 days after the date of this offering, subject to early termination, the sale of any shares under such plan would be prohibited by the lock-up agreement that the director or officer has entered into with the underwriters.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following includes a summary of transactions since January 1, 2016 to which we have been a party, in which the amount involved in the transaction exceeded the lesser of $120,000 or one percent of the average of our total assets at year end for the last two completed fiscal years, and in which any of our directors, executive officers or, to our knowledge, beneficial owners of more than 5% of our capital stock or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change of control, and other arrangements, which are described under "Executive Compensation."

Agreements with MegaChips

In November 2014, we were acquired by MegaChips, and as a result of the acquisition, became a wholly owned subsidiary of MegaChips.

Loan Agreements

On September 13, 2016, we entered into the Parent Loan Agreement, which provided for a credit limit of up to $30.0 million. Loans under the Parent Loan Agreement bear interest at a rate equal to the interest rate at which MegaChips procured the funds from SMBC, plus 0.09%. Interest for each loan is due on the maturity date of each loan. Each loan drawn from MegaChips had an initial three-month term, which term was renewed on maturity. MegaChips has discretion whether to accept our request for a loan under the Parent Loan Agreement. The largest aggregate amount of principal outstanding under the Parent Loan Agreement from January 1, 2016 through September 30, 2019 was $18.0 million. As of September 30, 2019, the aggregate principal amount outstanding under the Parent Loan Agreement was $3.0 million. From January 1, 2016 through September 30, 2019, we repaid $15.0 million of principal and $0.5 million of interest under the Parent Loan Agreement. The initial term of the Parent Loan Agreement is one year from the date of the agreement, which term is automatically renewed and extended every year unless either party provides written notice to the other party.

On June 15, 2017, MegaChips America, a wholly owned subsidiary of MegaChips, extended a loan of $5.0 million to us under a loan agreement dated December 1, 2014. From January 1, 2016 through September 30, 2019, the largest aggregate amount of principal outstanding under the loan agreement with MegaChips America was $14.0 million, and during that time period, we repaid $19.0 million in principal and less than $0.1 million in interest. All obligations under such loan agreement were paid off as of September 27, 2017. The loan agreement with MegaChips America has been terminated effective as of September 30, 2017.

Our revolving lines of credit with MUFG and SMBC are each guaranteed by MegaChips.

On August 31, 2015, we entered into a bank transaction agreement with MUFG with an aggregate principal amount of up to $20.0 million, which was subsequently increased to $50.0 million, of which $41.0 million was outstanding as of September 30, 2019. From January 1, 2016 through September 30, 2019, the largest aggregate amount of principal outstanding under the MUFG Revolving Line of Credit was $41.0 million, and during that time period, we repaid $0 in principal and $2.1 million in interest.

On September 22, 2017, we entered into an uncommitted and revolving credit line agreement with SMBC with an aggregate principal amount of up to $20.0 million, of which $2.0 million was outstanding as of September 30, 2019. From January 1, 2016 through September 30, 2019, the largest aggregate amount of principal outstanding under the SMBC Revolving Credit Line was $20.0 million, and during that time period, we repaid $18.0 million in principal and $0.8 million in interest.

Commercial Agreements

On April 1, 2015, we entered into a distribution agreement with MegaChips, or the Distribution Agreement, whereby we appointed MegaChips as the exclusive distributor of our products in Japan. Under the Distribution

Agreement, MegaChips serves as a sales representative and has the exclusive right to promote, market, and sell our products in Japan for a commission rate of 6%, and is to provide sales facilities and sales personnel in Japan for our products. In January 2019, the commission rate under this agreement was reduced from 6% to 4%. We have agreed to indemnify MegaChips for any infringement of intellectual property, and MegaChips has agreed to indemnify us in connection with any breach of this agreement, negligence, and representations or statements not specifically authorized by us. The Distribution Agreement is for a term of one year, with automatic renewals of one-year periods unless terminated by either party with 90 days' written notice. In 2017 and 2018, we sold approximately $6.5 million and $5.8 million, respectively, in products, and paid MegaChips sales commissions of $0.4 million and $0.4 million, respectively, under this agreement. We believe the commission percentages paid to MegaChips are generally comparable to those paid to our other sales representatives and are generally no less favorable to us than those that could be obtained in similar transactions with unaffiliated third parties.

On March 15, 2019, we entered into an integration and purchase agreement with MegaChips, or the Integration and Purchase Agreement, whereby we agreed to supply MegaChips with certain resonators for use in certain of MegaChips' products, along with a license to use certain circuits with these resonators. Under the Integration and Purchase Agreement, we have agreed to indemnify MegaChips for any infringement of intellectual property, and MegaChips has agreed to indemnify us for any infringement of intellectual property based on MegaChips' manufacturing process, product design, specification and/or instruction, or use of our resonators or circuits in combination with other products. Pricing under this agreement varies depending on the specification and minimum order quantity as set forth in any given purchase order. In addition, pricing may be adjusted depending on whether certain volume thresholds are exceeded. Minimum annual purchase requirements under this agreement may be triggered starting in 2021 in the event we determine we are likely to win a business transaction based on a third-party supplier's product. From March 15, 2019 (the date of execution of the agreement) through September 30, 2019, we sold approximately $86,000 in products to MegaChips under this agreement. We believe that the general commercial terms of this agreement, including with respect to pricing and purchase commitments, are generally consistent with comparable terms under our purchase orders or similar arrangements with other customers, and are generally no less favorable to us than those that could be obtained in similar types of transactions with unrelated third parties. The term of the Integration and Purchase Agreement continues until March 15, 2025, and automatically renews unless terminated by either party with 90 days' written notice.

Employment Agreements

We have entered into employment agreements and offer letter agreements with certain of our executive officers. See "Management—Agreements with our Named Executive Officers and Potential Payments Upon Termination or Change of Control."

Indemnification Agreements

We have entered, and intend to continue to enter, into separate indemnification agreements with our directors and executive officers, in addition to the indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws. These agreements, among other things, require us to indemnify our directors and executive officers for certain expenses, including attorneys' fees, judgments, fines, and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of our directors or executive officers or as a director or executive officer of any other company or enterprise to which the person provides services at our request. For more information regarding these indemnification arrangements, see "Management—Limitation on Liability and Indemnification of Directors and Officers." We believe that these charter provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against

directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may decline in value to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Policies and Procedures for Transactions with Related Persons

We have adopted a written Related Person Transactions Policy that sets forth our policies and procedures regarding the identification, review, consideration, and oversight of "related person transactions." For purposes of our policy only, a "related person transaction" is a transaction, arrangement, or relationship (or any series of similar transactions, arrangements or relationships) in which we or any of our subsidiaries are participants involving an amount that exceeds $120,000, in which any "related person" has a material interest.

Transactions involving compensation for services provided to us as an employee, consultant, or director are not considered related person transactions under this policy. A related person is any executive officer, director, nominee to become a director or a holder of more than 5% of any class of our voting securities (including our common stock), including any of their immediate family members and affiliates, including entities owned or controlled by such persons.

Under the policy, the related person in question or, in the case of transactions with a holder of more than 5% of any class of our voting securities, an officer with knowledge of the proposed transaction, must present information regarding the proposed related person transaction to our audit committee (or, where review by our audit committee would be inappropriate, to another independent body of our board of directors) for review. To identify related person transactions in advance, we rely on information supplied by our executive officers, directors, and certain significant stockholders. In considering related person transactions, our audit committee takes into account the relevant available facts and circumstances, which may include, but not limited to:

- the risks, costs, and benefits to us;
- the impact on a director's independence in the event the related person is a director, immediate family member of a director or an entity with which a director is affiliated;
- the terms of the transaction;
- the availability of other sources for comparable services or products; and
- the terms available to or from, as the case may be, unrelated third parties.

Our audit committee will approve only those transactions that it determines are fair to us and in our best interests. All of the transactions described above were entered into prior to the adoption of such policy.

PRINCIPAL STOCKHOLDER

The following table sets forth information regarding beneficial ownership of our capital stock by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our common stock, which consists solely of MegaChips;
- each of our directors and director nominees;
- each of our named executive officers; and
- all of our current executive officers and directors and director nominees as a group.

The percentage ownership information under the column “Percentage of shares beneficially owned prior to this offering” is based on 15,000,000 shares of common stock outstanding as of September 30, 2019, after giving effect to a 1-for-30,000 stock split which became effective on October 18, 2019. The percentage ownership information under the column “Percentage of shares beneficially owned after offering” is based on the sale of shares of common stock in this offering by us, based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus). The table below gives effect to a 1-for-30,000 stock split which became effective on October 18, 2019.

Information with respect to beneficial ownership has been furnished by each director, officer, or beneficial owner of more than 5% of our common stock. We have determined beneficial ownership in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In addition, the rules include shares of our common stock issuable pursuant to the exercise of stock options or warrants that are either immediately exercisable or exercisable within 60 days of September 30, 2019. These shares are deemed to be outstanding and beneficially owned by the person holding those options or warrants for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Except as otherwise noted below, the address for each person or entity listed in the table is c/o SiTime Corporation, 5451 Patrick Henry Drive, Santa Clara, California 95054.

	Number of shares beneficially owned	Percentage of shares beneficially owned	
		Prior to this offering	After this offering
Greater than 5% Stockholder			
MegaChips Corporation	15,000,000	100%	%
Named Executive Officers and Directors:			
Rajesh Vashist	—	—	
Arthur D. Chadwick			
Lionel Bonnot	—	—	
Piyush B. Sevalia	—	—	
Akira Takata	—	—	
Koichi Akeyama	—	—	
Director Nominees			
Raman K. Chitkara	—	—	
Edward H. Frank	—	—	
Torsten G. Kreindl	—	—	
Katherine E. Schuelke	—	—	
Tom D. Yiu	—	—	
All current executive officers, directors, and director nominees as a group (11 persons)	—		

* Represents beneficial ownership of less than one percent (1%) of the outstanding shares of our common stock.

DESCRIPTION OF CAPITAL STOCK

The following is a summary of the rights of our common and preferred stock and some of the provisions of our amended and restated certificate of incorporation and amended and restated bylaws, which will become effective upon completion of this offering, and of the DGCL. This summary is not complete. For more detailed information, please see our amended and restated certificate of incorporation and amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part, as well as the relevant provisions of the DGCL.

General

Upon completion of this offering and upon the filing of our amended and restated certificate of incorporation, our authorized capital stock will consist of 200,000,000 shares of common stock, $0.0001 par value per share and 10,000,000 shares of preferred stock, $0.0001 par value per share. All of our authorized preferred stock upon completion of this offering will be undesignated. The information below gives effect to a 1-for-30,000 stock split which became effective on October 18, 2019.

Common Stock

Outstanding Shares

As of September 30, 2019, there were 15,000,000 shares of common stock outstanding, all of which were held of record by MegaChips, our sole stockholder. Upon completion of this offering and assuming no exercise by the underwriters of their option to purchase additional shares, shares of common stock will be outstanding.

Voting

Our common stock is entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders, including the election of directors, and does not have cumulative voting rights. Accordingly, the holders of a majority of the shares of our common stock entitled to vote in any election of directors can elect all of the directors standing for election.

Dividends

Subject to preferences that may be applicable to any then outstanding preferred stock, the holders of common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution, or winding up, holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities, subject to the satisfaction of any liquidation preference granted to the holders of any outstanding shares of preferred stock.

Rights and Preferences

Holders of our common stock have no preemptive, conversion, or subscription rights, and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences, and privileges of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate and issue in the future.

Fully Paid and Nonassessable

All of our outstanding shares of common stock are, and the shares of common stock to be issued in this offering will be, fully paid and nonassessable.

Preferred Stock

We do not have any shares of preferred stock outstanding. Under our amended and restated certificate of incorporation, our board of directors will have the authority, without further action by the stockholders, to issue up to 10,000,000 shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the rights, preferences, and privileges of the shares of each wholly unissued series and any qualifications, limitations, or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring, or preventing a change in our control that may otherwise benefit holders of our common stock and may adversely affect the market price of our common stock and the voting and other rights of the holders of common stock. We have no current plans to issue any shares of preferred stock.

Stock Options

We do not have any shares of capital stock subject to outstanding options, warrants, or other convertible securities. As of October 3, 2019, there were 4,700,000 shares of common stock reserved for future issuance under the 2019 Plan, which shall be subject to an annual increase. For additional information regarding terms of the 2019 Plan, see “Executive Compensation—Equity Incentive Plans.”

Anti-Takeover Effects of Provisions of Our Certificate of Incorporation, Our Bylaws and Delaware Law

Delaware Anti-Takeover Law

We are subject to Section 203 of the DGCL, or Section 203. Section 203 generally prohibits a public Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding (but not the outstanding voting stock owned by the interested stockholder) shares owned (a) by persons who are directors and also officers, and (b) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- upon or subsequent to the consummation of the transaction, the business combination is approved by the board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;

- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation to or with the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation owned by the interested stockholder;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the voting power of our shares of common stock outstanding will be able to elect all of our directors. Our amended and restated certificate of incorporation and amended and restated bylaws to be effective upon completion of this offering will provide that all stockholder actions must be effected at a duly called meeting of stockholders and not by written consent. A special meeting of stockholders may be called by the majority of our board of directors, Chairman of our board of directors, our President, or our Chief Executive Officer.

As described above in “Management—Board Composition,” in accordance with our amended and restated certificate of incorporation effective upon completion of this offering, our board of directors will be divided into three classes with staggered three-year terms.

In addition, our amended and restated certificate of incorporation and amended and restated bylaws will provide that the number of directors constituting our board of directors will be permitted to be set only by a resolution adopted by a majority vote of the members of our board of directors then in office, and that our directors may be removed only for cause. Our amended and restated certificate of incorporation and amended and restated bylaws will also provide that vacancies occurring on our board of directors and newly created directorships resulting from an increase in the authorized number of directors may be filled only by vote of a majority of the remaining members of our board of directors, even though less than a quorum. Our amended and restated certificate of incorporation and amended and restated bylaws will provide that our board of directors is expressly authorized to adopt, amend, or repeal our bylaws, and require a 66 2/3% stockholder vote to amend our bylaws and certain provisions of our certificate of incorporation.

Our amended and restated bylaws will provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws will also specify certain requirements regarding the form and content of a stockholder notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to obtain control of us.

The foregoing provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult

for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of us. These provisions are also designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of deterring hostile takeovers or delaying changes in our control or management. As a consequence, these provisions also may inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts.

Choice of Forum

Our amended and restated bylaws will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the DGCL, our amended and restated certificate of incorporation or our bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. Nothing in our amended and restated bylaws precludes stockholders that assert claims to enforce a liability or duty created under the Securities Act or Exchange Act from bringing such claims in state or federal court, subject to applicable law. Any person or entity purchasing or otherwise acquiring any interest in our capital stock shall be deemed to have notice of and consented to the provisions of our certificate of incorporation described above.

Listing

We have applied to list our common stock on The Nasdaq Global Select Market under the symbol “SITM”.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The transfer agent and registrar’s address is 150 Royall St, Canton, MA 02021 and the telephone number is (800) 736-3001.

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there has been no public market for our common stock. Future sales of substantial amounts of common stock in the public market could adversely affect prevailing market prices. Furthermore, since only a limited number of shares will be available for sale shortly after this offering because of contractual and legal restrictions on resale described below, sales of substantial amounts of common stock in the public market after the restrictions lapse could adversely affect the prevailing market price for our common stock as well as our ability to raise equity capital in the future.

Based on the number of shares of common stock outstanding as of September 30, 2019, upon completion of this offering, shares of common stock will be outstanding (after giving effect to a 1-for-30,000 stock split which became effective on October 18, 2019), assuming no exercise of the underwriters' option to purchase additional shares to cover any over-allotments. All of the shares sold in this offering will be freely tradable unless purchased by our "affiliates" as that term is defined in Rule 144 under the Securities Act, including MegaChips. The remaining 15,000,000 shares of common stock outstanding after this offering will be restricted as a result of securities laws or lock-up agreements. These remaining shares will generally become available for sale in the public market as follows:

- no restricted shares will be eligible for immediate sale upon completion of this offering; and
- the remaining 15,000,000 restricted shares will be eligible for sale under Rule 144, subject to the volume limitations, manner-of-sale, and notice provisions described below under "Rule 144," upon expiration of lock-up agreements at least six months after the date of this offering.

Rule 144

In general, under Rule 144 as currently in effect, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, any person who is not an affiliate of ours and has held their shares for at least six months, including the holding period of any prior owner other than one of our affiliates, may sell shares without restriction, provided current public information about us is available. In addition, under Rule 144, any person who is not an affiliate of ours and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon completion of this offering without regard to whether current public information about us is available.

Beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours and who has beneficially owned restricted securities for at least six months, including the holding period of any prior owner other than one of our affiliates, is entitled to sell a number of restricted shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume of our common stock on during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales of restricted shares under Rule 144 held by our affiliates are also subject to requirements regarding the manner-of-sale, notice, and the availability of current public information about us. Rule 144 also provides that affiliates relying on Rule 144 to sell shares of our common stock that are not restricted shares must nonetheless comply with the same restrictions applicable to restricted shares, other than the holding period requirement.

Notwithstanding the availability of Rule 144, our sole stockholder, MegaChips, as well as our directors and executive officers, have entered into lock-up agreements as described below and any restricted shares held by them will become eligible for sale at the expiration of the restrictions set forth in those agreements. After these contractual resale restrictions lapse, MegaChips will be able to sell some or all of its shares of our common stock, subject only to applicable restrictions under federal and state securities laws.

Rule 701

Under Rule 701, shares of common stock acquired upon the exercise of outstanding options or pursuant to other rights granted under compensatory stock plans may be resold by:

- persons other than affiliates, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, subject only to the manner-of-sale provisions of Rule 144; and
- our affiliates, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, subject to the manner-of-sale and volume limitations, current public information, and filing requirements of Rule 144, in each case, without compliance with the six-month holding period requirement of Rule 144.

As we have not granted any options since our acquisition by MegaChips and do not have any shares subject to outstanding options, there will be no shares eligible for resale under Rule 701 after this offering.

Lock-Up Agreements

We, along with our directors, executive officers, and MegaChips, have agreed with the underwriters that for a period of 180 days (the restricted period) after the date of this prospectus, subject to specified exceptions, we or they will not, without the prior written consent of Barclays Capital Inc., offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock. In addition, Barclays Capital Inc., on behalf of the underwriters, may in its sole discretion release some or all of the shares subject to the lock-up agreements prior to the expiration of this 180-day lock-up period at any time, subject applicable notice requirements and in some cases, without public notice. If such a release is granted for one of our officers or directors, (1) Barclays Capital Inc., on behalf of the underwriters, will, at least three business days before the effective date of such release, notify us of the impending release, and (2) we will announce the impending release by press release through a major news service at least two business days before the effective date of the release.

After this offering, certain of our employees, including our executive officers and/or directors, may enter into written trading plans that are intended to comply with Rule 10b5-1 under the Exchange Act. Sales under these trading plans would not be permitted until the expiration of the lock-up agreements relating to the offering described above.

Form S-8 Registration Statements

As soon as practicable after the completion of this offering, we intend to file with the SEC one or more registration statements on Form S-8 under the Securities Act to register the offer and sale of shares of our common stock that are issuable pursuant to the 2019 Plan. These registrations statements will become effective immediately upon filing. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described above and Rule 144 limitations applicable to affiliates.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a summary of the material U.S. federal income tax considerations relating to the acquisition, ownership, and disposition of common stock acquired pursuant to this offering by non-U.S. holders (as defined below). This summary deals only with common stock held as a capital asset (within the meaning of Section 1221 of the Code) and does not discuss the U.S. federal income tax considerations applicable to a non-U.S. holder that is subject to special treatment under U.S. federal income tax laws, including, but not limited to: a dealer in securities or currencies; a broker-dealer; a financial institution; a qualified retirement plan, individual retirement plan, or other tax-deferred account; a regulated investment company; a real estate investment trust; a tax-exempt organization; an insurance company; a person holding common stock as part of a hedging, integrated, conversion, or straddle transaction or a person deemed to sell common stock under the constructive sale provisions of the Code; a trader in securities that has elected the mark-to-market method of tax accounting; an entity that is treated as a partnership for U.S. federal income tax purposes; a person that received such common stock in connection with services provided; a corporation that accumulates earnings to avoid U.S. federal income tax; a corporation organized outside the United States, any state thereof or the District of Columbia that is nonetheless treated as a U.S. taxpayer for U.S. federal income tax purposes; a person that is not a non-U.S. holder; a "controlled foreign corporation;" a "passive foreign investment company;" or a U.S. expatriate.

This summary is based upon provisions of the Code, its legislative history, applicable U.S. Treasury regulations promulgated thereunder, published rulings, and judicial decisions, all as in effect as of the date hereof. We have not sought, and will not seek, any ruling from the Internal Revenue Service, or IRS, with respect to the tax consequences discussed herein, and there can be no assurance that the IRS will not take a position contrary to the tax consequences discussed below or that any position taken by the IRS would not be sustained. Those authorities may be repealed, revoked, or modified, perhaps retroactively, or may be subject to differing interpretations, which could result in U.S. federal income tax consequences different from those discussed below. This summary does not address all aspects of U.S. federal income tax, does not deal with all tax considerations that may be relevant to stockholders in light of their personal circumstances, and does not address the Medicare tax imposed on certain investment income or any state, local, foreign, gift, estate (except to the limited extent set forth herein), or alternative minimum tax considerations.

For purposes of this discussion, a "U.S. holder" is a beneficial holder of common stock that is for U.S. federal income tax purposes: an individual citizen or resident of the United States; a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia; an estate the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) was in existence on August 20, 1996 and has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

For purposes of this discussion, a "non-U.S. holder" is a beneficial owner of common stock that is neither a U.S. holder nor a partnership (or any other entity or arrangement that is treated as a partnership) for U.S. federal income tax purposes regardless of its place of organization or formation. If a partnership (or an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) holds common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding common stock is urged to consult its own tax advisors.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF ACQUIRING, OWNING, AND DISPOSING OF OUR COMMON STOCK IN LIGHT OF THEIR SPECIFIC SITUATIONS, AS WELL AS THE TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL, OR NON-U.S. TAX LAWS AND ANY OTHER U.S. FEDERAL TAX LAWS (INCLUDING THE U.S. FEDERAL ESTATE AND GIFT TAX LAWS).

Distributions on Our Common Stock

Distributions with respect to common stock, if any, generally will constitute dividends for U.S. federal income tax purposes to the extent paid out of current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. Any portion of a distribution in excess of current or accumulated earnings and profits will be treated as a return of capital and will first be applied to reduce the holder's tax basis in its common stock, but not below zero. Any remaining amount will then be treated as gain from the sale or exchange of the common stock and will be treated as described under "—Disposition of Our Common Stock" below.

Distributions treated as dividends that are paid to a non-U.S. holder, if any, with respect to shares of our common stock will be subject to U.S. federal withholding tax at a rate of 30% (or such lower rate as may be specified in an applicable income tax treaty) of the gross amount of the dividends unless the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business in the United States subject to the discussion below regarding foreign accounts. If a non-U.S. holder is engaged in a trade or business in the United States and dividends with respect to the common stock are effectively connected with the conduct of that trade or business and, if required by an applicable income tax treaty, are attributable to a U.S. permanent establishment, then although the non-U.S. holder will generally be exempt from the 30% U.S. federal withholding tax, provided certain certification requirements are satisfied, the non-U.S. holder will be subject to U.S. federal income tax on those dividends on a net income basis at regular graduated U.S. federal income tax rates in the same manner as if such holder were a resident of the United States. Any such effectively connected income received by a foreign corporation may, under certain circumstances, be subject to an additional branch profits tax equal to 30% (or lower applicable income tax treaty rate) of its effectively connected earnings and profits for the taxable year, as adjusted under the Code. To claim the exemption from withholding with respect to any such effectively connected income, the non-U.S. holder must generally furnish to us or our paying agent a properly executed IRS Form W-8ECI (or applicable successor form). In the case of a non-U.S. holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a non-U.S. holder holds stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to such agent. Such holder's agent will then be required to provide certification to us or our paying agent.

A non-U.S. holder of shares of common stock who wishes to claim the benefit of a reduced rate of withholding tax under an applicable treaty must furnish to us or our paying agent a valid IRS Form W-8BEN or IRS Form W-8BEN-E (or applicable successor form) certifying such holder's qualification for the exemption or reduced rate. If a non-U.S. holder is eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty and does not timely file the required certification, it may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty.

Disposition of Our Common Stock

Subject to the discussion below regarding backup withholding, a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain from a sale, exchange or other disposition of our stock unless: (a) that gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment maintained by the non-U.S. holder); (b) the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or (c) we are or have been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) for U.S. federal income tax purposes at any time during the shorter of the five-year period preceding the date of disposition or the holder's holding period for our common stock, and certain other requirements are met. Although there can be no assurance, we believe that we are not, and we do not anticipate becoming, a United States real property holding corporation for U.S. federal income tax purposes. Even if we are

treated as a United States real property holding corporation, gain realized by a non-U.S. holder on a disposition of our common stock will not be subject to U.S. federal income tax so long as (1) the non-U.S. holder owned, directly, indirectly and constructively, no more than five percent of our common stock at all times within the shorter of (x) the five-year period preceding the disposition, or (y) the holder's holding period, and (2) our common stock is regularly traded on an established securities market. There can be no assurance that our common stock will continue to qualify as regularly traded on an established securities market. If any gain on your disposition is taxable because we are a United States real property holding corporation and your ownership of our common stock exceeds five percent, you will be taxed on such disposition generally in the manner applicable to U.S. persons and in addition, a purchaser of your common stock may be required to withhold tax with respect to that obligation.

If a non-U.S. holder is described in clause (a) of the preceding paragraph, the non-U.S. holder will generally be subject to tax on the net gain derived from the disposition at the regular graduated U.S. federal income tax rates in the same manner as if such non-U.S. holder were a U.S. person, unless an applicable income tax treaty provides otherwise. In addition, a non-U.S. holder that is a corporation may be subject to the branch profits tax at a rate equal to 30% (or lower applicable income tax treaty rate) of its effectively connected earnings and profits. If the non-U.S. holder is an individual described in clause (b) of the preceding paragraph, the non-U.S. holder will generally be subject to a flat 30% tax on the gain derived from the disposition, which may be offset by U.S. source capital losses even though the non-U.S. holder is not considered a resident of the United States, provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

U.S. Federal Estate Tax

The estate of a nonresident alien individual is generally subject to U.S. federal estate tax on property it is treated as the owner of, or has made certain life transfers of, having a U.S. situs. Because we are a U.S. corporation, our common stock will be U.S. situs property and therefore will be included in the taxable estate of a nonresident alien decedent for U.S. federal estate tax purposes, unless an applicable estate tax treaty between the United States and the decedent's country of residence provides otherwise.

Information Reporting and Backup Withholding Tax

We report to our non-U.S. holders and the IRS certain information with respect to any dividends we pay on our common stock, including the amount of dividends paid during each fiscal year, the name and address of the recipient, and the amount, if any, of tax withheld. All distributions to holders of common stock are subject to any applicable withholding. Information reporting requirements apply even if no withholding was required because the distributions were effectively connected with the non-U.S. holder's conduct of a U.S. trade or business or withholding was reduced by an applicable income tax treaty. This information also may be made available under a specific treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable rate (currently, 24%). Backup withholding, however, generally will not apply to distributions on our common stock to a non-U.S. holder, provided the non-U.S. holder furnishes to us or our paying agent the required certification as to its non-U.S. status, such as by providing a valid IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI, or certain other requirements are met. Notwithstanding the foregoing, backup withholding may apply if either we or our paying agent has actual knowledge, or reason to know, that the holder is a U.S. person that is not an exempt recipient. Backup withholding is not an additional tax but merely an advance payment, which may be credited against the tax liability of persons subject to backup withholding or refunded to the extent it results in an overpayment of tax and the appropriate information is timely supplied to the IRS.

Foreign Accounts

Certain withholding taxes may apply to certain types of payments made to "foreign financial institutions" (as specially defined under these rules) and certain other non-U.S. entities if certification, information reporting

and other specified requirements are not met. A 30% withholding tax may apply to “withholdable payments” if they are paid to a foreign financial institution or to a non-financial foreign entity, unless (a) the foreign financial institution undertakes certain diligence and reporting obligations and other specified requirements are satisfied, or (b) the non-financial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner and other specified requirements are satisfied. “Withholdable payment” generally means any payment of interest, dividends, rents, and certain other types of generally passive income if such payment is from sources within the United States. Treasury regulations proposed in December 2018 (and upon which taxpayers and withholding agents are entitled to rely) eliminate possible withholding under these rules on the gross proceeds from any sale or other disposition of our common stock, previously scheduled to apply beginning January 1, 2019. If the payee is a foreign financial institution, it must enter into an agreement with the U.S. Treasury requiring, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts and withhold 30% on payments to account holders whose actions prevent it from complying with these reporting and other requirements, or comply with comparable requirements under an applicable inter-governmental agreement between the United States and the foreign financial institution’s home jurisdiction. If an investor does not provide us with the information necessary to comply with these rules, it is possible that distributions to such investor that are attributable to withholdable payments, such as dividends, will be subject to the 30% withholding tax. Holders should consult their own tax advisers regarding the implications of these rules for their investment in our common stock.

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UNDERWRITING

Subject to the terms and conditions of the underwriting agreement, the underwriters named below, through their representatives Barclays Capital Inc. and Stifel, Nicolaus & Company, Incorporated, have severally agreed to purchase from us the following respective number of shares of common stock at a public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus:

Underwriters	Number of Shares
Barclays Capital Inc.	
Stifel, Nicolaus & Company, Incorporated	
Needham & Company, LLC	
Raymond James and Associates, Inc.	
Roth Capital Partners, LLC	
Total	

The underwriting agreement provides that the obligations of the several underwriters to purchase the shares of common stock offered hereby are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to purchase all of the shares of common stock offered by this prospectus, other than those covered by the option to purchase additional shares described below, if any of these shares are purchased. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or this offering may be terminated.

We have agreed to indemnify the underwriters against some specified types of liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect of any of these liabilities.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

The representatives of the underwriters have advised us that the underwriters do not intend to confirm sales of more than 5% of the shares in the aggregate to accounts over which they exercise discretionary authority.

Commissions and Discounts

We have been advised by the representatives of the underwriters that the underwriters propose to offer the shares of common stock to the public at the public offering price set forth on the cover of this prospectus and to dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial public offering, representatives of the underwriters may change the offering price and other selling terms. This offering of the shares of common stock by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The underwriting discounts and commissions per share are equal to the public offering price per share of common stock less the amount paid by the underwriters to us per share of common stock. The underwriting discounts and commissions are % of the initial public offering price. We have agreed to pay the underwriters the following discounts and commissions, assuming either no exercise or full exercise by the underwriters of the underwriters' option to purchase additional shares:

		Total Fees	
	Per Share	Without Exercise of Option to Purchase Additional Shares	With Full Exercise of Option to Purchase Additional Shares
Discounts and commissions	$	$	$

In addition, we estimate that our share of the total expenses of this offering, excluding underwriting discounts and commissions, will be approximately $. We have agreed with the underwriters to pay all fees and expenses related to the review and qualification of this offering by the Financial Industry Regulatory Authority, Inc., or FINRA, which we estimate to be $, and "blue sky" expenses.

Over-allotment Option

We have granted the underwriters an option, exercisable not later than 30 days after the date of this prospectus, to purchase up to additional shares of common stock at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, solely to cover allotments, if any. To the extent that the underwriters exercise this option, each of the underwriters will become obligated, subject to conditions, to purchase approximately the same percentage of these additional shares of common stock as the number of shares of common stock to be purchased by it in the above table bears to the total number of shares of common stock offered by this prospectus. We will be obligated, pursuant to the over-allotment option, to sell these additional shares of common stock to the underwriters to the extent the option is exercised. If any additional shares of common stock are purchased, the underwriters will offer the additional shares on the same terms as those on which the initial shares referred to in the above table are being offered.

Each of our officers and directors and MegaChips, have agreed not to offer, sell, contract to sell or otherwise dispose of, or enter into any transaction that is designed to, or could be expected to, result in the disposition of any shares of our common stock or other securities convertible into or exchangeable or exercisable for shares of our common stock or derivatives of our common stock owned by these persons prior to this offering or common stock issuable upon exercise of options held by these persons for a period of 180 days after the effective date of the registration statement of which this prospectus is a part without the prior written consent of Barclays Capital Inc. We have entered into a similar agreement with the underwriters in the underwriting agreement. There are no agreements between the representatives and any of our stockholders (including MegaChips) or affiliates releasing them from these lock-up agreements prior to the expiration of the 180-day period. However, Barclays Capital Inc. may waive these restrictions in whole or in part at any time.

The restrictions described in the immediately preceding paragraph do not apply to a number of transactions in our securities, including, but not limited to:

- the sale of shares by us to the underwriters;
- the issuance by us of shares of common stock upon the exercise of an option or a warrant or the conversion of a security outstanding on the date of this prospectus of which the underwriters have been advised in writing;
- sales by holders other than our officers and directors or MegaChips of shares acquired in open market transactions after the completion of this offering of the shares;
- the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock; provided that such plan does not provide for the transfer of common stock during the restricted period; or
- the exercise of options to purchase shares of common stock granted under our share-based compensation plan; provided that the underlying shares of common stock will remain subject to the restrictions contained in the applicable lock-up agreement.

Price Stabilization, Short Positions and Penalty Bids

In connection with this offering, the underwriters may purchase and sell shares of our common stock in the open market. These transactions may include short sales, purchases to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares than they

are required to purchase in this offering. “Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of common stock from us in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares of common stock pursuant to the option granted to them. “Naked” short sales are any sales in excess of such option. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if underwriters are concerned that there may be downward pressure on the price of the shares in the open market prior to the completion of this offering. Stabilizing transactions consist of various bids for or purchases of our common stock made by the underwriters in the open market prior to the completion of this offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the other underwriters a portion of the underwriting discount received by it because the representatives of the underwriters have repurchased shares sold by or for the account of that underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or slowing a decline in the market price of our common stock. Additionally, these purchases, along with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on Nasdaq, in the over-the-counter market or otherwise.

Nasdaq Listing

We have applied to list our common stock on Nasdaq, subject to notice of issuance, under the symbol “SITM.” In order to meet the requirements for listing on that exchange, the underwriters have undertaken to sell a minimum number of shares to a minimum number of beneficial owners as required by that exchange.

Pricing of this Offering

Prior to this offering, there has been no public market for our common stock. Consequently, the initial public offering price of our common stock will be determined by negotiation between us and the representatives of the underwriters. Among the primary factors that will be considered in determining the public offering price are:

- prevailing market conditions;
- our results of operations in recent periods;
- the present stage of our development;
- the market capitalizations and stages of development of other companies that we and the representatives of the underwriters believe to be comparable to our business; and
- estimates of our business potential.

An active trading market for the shares may not develop. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

Electronic Offer, Sale and Distribution of Shares

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. In addition, the underwriters may facilitate Internet distribution for this

offering to certain of its Internet subscription customers. The underwriters may allocate a limited number of shares for sale to its online brokerage customers. A prospectus in electronic format is being made available on Internet web sites maintained by one or more of the lead underwriters of this offering and may be made available on web sites maintained by other underwriters. Other than the prospectus in electronic format, the information on any underwriter's web site and any information contained in any other web site maintained by an underwriter is not part of the prospectus or the registration statement of which the prospectus forms a part.

Other Relationships

In the ordinary course of the underwriters' business activities, the underwriters and/or their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. They may receive customary fees and commissions for these transactions.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area (each a "Member State"), no shares have been offered or will be offered to the public in that Member State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation), except that offers of shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of FSMA) in connection with the issue or sale of the shares in circumstances in which Section 21(1) of FSMA does not apply to the issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or the SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the issuer, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, or the FINMA, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or the CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority, or the DFSA. This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for this prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Notice to Prospective Investors in Canada

The shares of our common stock offered hereby may be sold only to purchasers purchasing, or deemed to be purchasing, as principals that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to Section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Hong Kong

The shares may not be offered or sold by means of any document other than (a) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), (b) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (c) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended), or the FIEL, has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of our common stock offered hereby.

Accordingly, the shares have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

For Qualified Institutional Investors ("QII")

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of our common stock constitutes either a "QII only private placement" or a "QII only secondary distribution" (each as described in Paragraph 1, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of our common stock offered hereby. The shares may only be transferred to Qualified Institutional Investors, or QIIs.

For Non-QII Investors

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of our common stock constitutes either a "small number private placement" or a "small number private secondary distribution" (each as is described in Paragraph 4, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of our common stock offered hereby. The shares may only be transferred en bloc without subdivision to a single investor.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (a) to an institutional investor under Section 274 of the Securities

and Futures Act, Chapter 289 of Singapore, or the SFA, (b) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Solely for the purposes of its obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the CMP Regulations 2018), that the shares are prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice of Recommendations of Investment Products).

LEGAL MATTERS

The validity of the shares of common stock being offered by this prospectus will be passed upon for us by Pillsbury Winthrop Shaw Pittman LLP, Palo Alto, California. Davis Polk & Wardwell LLP, Menlo Park, California, is acting as counsel to the underwriters in connection with certain legal matters relating to the shares of common stock offered by the prospectus.

EXPERTS

The consolidated financial statements as of December 31, 2018 and 2017 and for the years then ended included in this prospectus and the registration statement, have been so included in reliance on the report of BDO USA, LLP, an independent registered public accounting firm (the report on the consolidated financial statements contains explanatory paragraphs regarding the company's ability to continue as a going concern and change in accounting principle related to revenue recognition), appearing elsewhere herein and in the registration statement, given on the authority of said firm as experts in auditing and accounting.

CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

On March 1, 2019, we dismissed PricewaterhouseCoopers LLP ("PwC"), as our independent registered public accounting firm. The decision to change independent auditors was approved by our board of directors.

The report of PwC on the financial statements for the year ended December 31, 2017 contained no adverse opinion or disclaimer of opinion and was not qualified or modified as to uncertainty, audit scope, or accounting principles, except that PwC's report on the December 31, 2017 financial statements included an explanatory paragraph indicating that there was substantial doubt about the company's ability to continue as a going concern.

During the year ended December 31, 2017 and the subsequent interim period through March 1, 2019, there were no disagreements with PwC on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements if not resolved to the satisfaction of PwC would have caused them to make reference thereto in their reports on the financial statements for such years.

During the year ended December 31, 2017 and the subsequent interim period through March 1, 2019, there have been no reportable events within the meaning of Item 304(a)(1)(v) of Regulation S-K.

We provided PwC with a copy of this disclosure and requested PwC furnish us with a letter addressed to the SEC stating whether or not it agrees with the above statements. Upon receipt of the requested letter from PwC, a copy will be included as an exhibit to the registration statement that includes this prospectus.

On March 13, 2019 , we engaged BDO USA, LLP as our independent registered public accounting firm.

BDO USA, LLP has reported on the financial statements for the two years ended December 31, 2017 and 2018 included in this prospectus. Prior to our engagement on March 13, 2019, we had not consulted with BDO USA, LLP regarding the application of accounting principles to a specified transaction, either completed or proposed, the type of audit opinion that might be rendered on the registrant's financial statements, or any matter that was either the subject of a disagreement on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures or regarding a "reportable event" within the meaning of Item 304(a)(1)(v) of Regulation S-K.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1, including exhibits and schedules, under the Securities Act, with respect to the shares of common stock being offered by this prospectus. This prospectus,

which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at www.sec.gov. You may also request a copy of these filings, at no cost, by writing us at 5451 Patrick Henry Drive, Santa Clara, California 95054.

Upon completion of this offering, we will be subject to the information reporting requirements of the Exchange Act and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available at the web site of the SEC referred to above. We also maintain a website at *www.sitime.com*, at which, following the completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is an inactive textual reference only.

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Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholder
SiTime Corporation
Santa Clara, California

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of SiTime Corporation (the "Company") and subsidiaries as of December 31, 2018 and 2017, the related consolidated statements of operations and comprehensive income (loss), stockholders' equity, and cash flows for each of the years then ended and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company and its subsidiaries at December 31, 2018 and 2017, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Going Concern Uncertainty

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the company has negative working capital and expects uncertainty in generating sufficient cash to meet its significant loan obligations due in 2019 and sustain its operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company has changed its accounting method for recognizing revenue in 2018 due to the adoption of Accounting Standards Codification 606, *Revenue from Contracts with Customers.* The Company adopted the new revenue standard using the full retrospective approach.

Basis for Opinion

The consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such

procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ BDO USA, LLP

We have served as the Company's auditor since 2019.
San Jose, California
May 31, 2019, except for the effects of the reclassifications discussed in Note 1, as to which the date is July 16, 2019 and except for the effect of the stock split described in Note 1, as to which the date is October 23, 2019.

SiTime Corporation

Consolidated Balance Sheets

	As of December 31, 2017	As of December 31, 2018	September 30, 2019 (unaudited)
	(in thousands, except share and per share data)		
Assets:			
Current assets:			
Cash and cash equivalents	$ 9,097	$ 7,889	$ 9,232
Accounts receivable, net	20,868	19,180	17,272
Related party accounts receivable	1,762	1,436	863
Inventories	15,375	20,543	13,010
Prepaid expenses and other current assets	6,628	4,056	3,820
Total current assets	53,730	53,104	44,197
Property and equipment, net	12,744	11,281	9,729
Intangible assets, net	8,110	8,142	5,224
Right-of-use assets, net	—	—	10,092
Other assets	144	162	1,951
Total assets	$ 74,728	$ 72,689	$ 71,193
Liabilities and Stockholders' Equity:			
Current liabilities:			
Accounts payable	$ 5,800	$ 5,025	$ 4,440
Accrued expenses and other current liabilities	5,623	7,655	8,766
Related party loan obligations	3,000	3,000	3,000
Loan obligations	40,000	43,000	43,000
Total current liabilities	54,423	58,680	59,206
Deferred rent	2,629	2,436	—
Lease liabilities	—	—	8,212
Other long-term liabilities	—	558	—
Total liabilities	57,052	61,674	67,418
Commitments and contingencies (Note 6)			
Stockholders' equity:			
Common stock, $0.0001 par value - 200,000,000 shares authorized; 15,000,000 shares issued and outstanding at December 31, 2017, December 31, 2018, and September 30, 2019 (unaudited)	2	2	2
Additional paid-in capital	55,749	58,430	58,430
Accumulated deficit	(38,075)	(47,417)	(54,657)
Total stockholders' equity	17,676	11,015	3,775
Total liabilities and stockholders' equity	$ 74,728	$ 72,689	$ 71,193

The accompanying notes are an integral part of the consolidated financial statements.

SiTime Corporation

Consolidated Statements of Operations and Comprehensive Income (Loss)

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands, except share and per share data)			
Revenue	$ 101,065	$ 85,214	$ 62,363	$ 55,985
Cost of revenue	53,147	49,009	39,909	29,875
Gross profit	47,918	36,205	22,454	26,110
Operating expenses:				
Research and development	20,988	22,775	16,544	17,846
Sales and marketing	13,383	14,607	11,288	8,710
General and administrative	7,957	6,613	4,501	5,457
Total operating expenses	42,328	43,995	32,333	32,013
Income (loss) from operations	5,590	(7,790)	(9,879)	(5,903)
Interest expense	(870)	(1,512)	(1,069)	(1,320)
Other expense, net	(29)	(66)	(41)	(16)
Net income (loss) before income taxes	4,691	(9,368)	(10,989)	(7,239)
Income tax benefit (expense)	32	26	(1)	(1)
Net income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Net income (loss) attributable to common stockholder and comprehensive income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Net income (loss) per share attributable to common stockholder, basic and diluted	$ 0.31	$ (0.62)	$ (0.73)	$ (0.48)
Weighted-average shares used to compute basic and diluted net income (loss) per share	15,000,000	15,000,000	15,000,000	15,000,000

The accompanying notes are an integral part of the consolidated financial statements.

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SiTime Corporation

Consolidated Statements of Stockholders' Equity

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
	(in thousands, except share data)				
Balances at December 31, 2016	15,000,000	$ 2	$ 50,097	$ (42,798)	$ 7,301
Investment from parent	—	—	3,672	—	3,672
Stock-based compensation expense	—	—	1,980	—	1,980
Net income	—	—	—	4,723	4,723
Balances at December 31, 2017	15,000,000	$ 2	$ 55,749	$ (38,075)	$ 17,676
Investment from parent	—	—	1,850	—	1,850
Stock-based compensation expense	—	—	831	—	831
Net loss	—	—	—	(9,342)	(9,342)
Balances at December 31, 2018	15,000,000	$ 2	$ 58,430	$ (47,417)	$ 11,015

Nine months ended September 30, 2018	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
	(in thousands, except share data)				
Balances at December 31, 2017	15,000,000	$ 2	$ 55,749	$ (38,075)	$ 17,676
Investment from Parent (unaudited)	—	—	1,850	—	1,850
Stock-based compensation expense (unaudited)	—	—	831	—	831
Net loss (unaudited)	—	—	—	(10,990)	(10,990)
Balances at September 30, 2018 (unaudited)	15,000,000	$ 2	$ 58,430	$ (49,065)	$ 9,367

Nine months ended September 30, 2019	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
	(in thousands, except share data)				
Balances at December 31, 2018	15,000,000	$ 2	$ 58,430	$ (47,417)	$ 11,015
Net loss (unaudited)	—	—	—	(7,240)	(7,240)
Balances at September 30, 2019 (unaudited)	15,000,000	$ 2	$ 58,430	$ (54,657)	$ 3,775

The accompanying notes are an integral part of the consolidated financial statements.

SiTime Corporation

Consolidated Statements of Cash Flows

	Year End December 31, 2017	Year End December 31, 2018	Nine Months Ended September 30, 2018	Nine Months Ended September 30, 2019
			(unaudited)	(unaudited)
	(in thousands)			
Cash flows from operating activities:				
Net income (loss)	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:				
Depreciation and amortization expense	3,547	7,413	5,271	6,159
Stock-based compensation expense	1,980	831	831	—
Non-cash operating lease costs	—	—	—	968
Inventory writedown	632	9,165	8,809	513
Changes in assets and liabilities:				
Accounts receivable, net	(5,047)	1,688	4,560	1,908
Related party accounts receivable	(162)	326	774	573
Inventories	(1,135)	(13,982)	(12,763)	6,854
Prepaid expenses and other current assets	(2,042)	2,572	2,651	(1,364)
Accounts payable	(121)	(648)	(3,812)	(621)
Accrued expenses and other liabilities	395	1,122	1,191	(1,489)
Lease liabilities	—	—	—	(918)
Other assets and liabilities	50	(191)	(151)	(461)
Net cash provided by (used in) operating activities	2,820	(1,046)	(3,629)	4,882
Cash flows from investing activities:				
Purchase of property and equipment	(4,743)	(2,314)	(2,161)	(832)
Cash paid for intangibles	(3,275)	(2,698)	(2,374)	(1,378)
Net cash used in investing activities	(8,018)	(5,012)	(4,535)	(2,210)
Cash flows from financing activities:				
Proceeds from loans from affiliate	5,000	—	—	—
Proceeds from loans from financial institutions	20,000	21,000	11,000	—
Proceeds from loans from parent	14,000	—	—	—
Proceeds from investment from parent	3,672	1,850	1,850	—
Payments of deferred offering costs	—	—	—	(1,329)
Principal payments on loan to parent	(15,000)	—	—	—
Principal payments on loan to affiliate	(19,000)	—	—	—
Principal payments on loan to financial institutions	—	(18,000)	(8,000)	—
Net cash provided by (used in) financing activities	8,672	4,850	4,850	(1,329)
Net (decrease) increase in cash and cash equivalents	3,474	(1,208)	(3,314)	1,343
Cash and cash equivalents:				
Beginning of period	5,623	9,097	9,097	7,889
End of period	9,097	7,889	$ 5,783	$ 9,232
Supplemental disclosure of cash flow information:				
Interest paid during the period	749	1,310	789	1,258
Income taxes paid	158	1	1	1
Supplemental disclosure of noncash flow information:				
Unpaid property and equipment	188	61	28	120
Unpaid intangibles	—	1,116	1,116	558
Unpaid deferred offering costs	—	—	—	461

The accompanying notes are an integral part of the consolidated financial statements.

SiTime Corporation

Notes to Consolidated Financial Statements

1. The Company and Summary of Significant Accounting Policies

SiTime Corporation, or the Company, was incorporated in the State of Delaware in December 2003. The Company is a provider of silicon timing systems. The Company primarily supplies oscillator products that are comprised of a MEMS resonator and clock IC that is integrated into a package, as well as standalone resonators. The Company has also started to sample clock ICs. The Company's products are designed to address a wide range of applications across a broad array of end markets. The Company operates a fabless business model and leverages its global network of distributors and resellers to address the broad set of end markets that it serves. The Company is currently a wholly owned subsidiary of MegaChips Corporation, or MegaChips, a fabless semiconductor company based in Japan and traded on the Tokyo Stock Exchange.

Reporting Calendar

The Company's fiscal year begins on January 1 of the year stated and ends on December 31 of the same year. The Company reports its results on a calendar year basis.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

Stock Split

On October 16, 2019, a pricing committee of the Company's board of directors approved an amendment and restatement of the Company's certificate of incorporation to (i) increase the total number of authorized shares of its common stock to 200,000,000 shares, (ii) change the par value of its common stock to $0.0001 per share, and (iii) effect a 1-for-30,000 stock split, which was within the range previously approved by its sole stockholder. These changes became effective upon filing of the Company's amended and restated certificate of incorporation on October 18, 2019. The share and per share amounts in these consolidated financial statements and accompanying notes have been adjusted to reflect such stock split.

Unaudited Condensed Consolidated Interim Financial Statements

The accompanying consolidated balance sheet as of September 30, 2019, the consolidated statements of operations and comprehensive income (loss) for each of the nine months ended September 30, 2018 and 2019, the consolidated statements of stockholders' equity for the nine months ended September 30, 2018 and 2019, the consolidated statements of cash flows for each of the nine months ended September 30, 2018 and 2019, and the related footnote disclosures are unaudited. The unaudited condensed consolidated interim financial statements are presented in accordance with the rules and regulations of the Securities and Exchange Commission and do not include all disclosures normally required in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. In the Company's opinion, these unaudited condensed consolidated interim financial statements have been prepared on the same basis as the annual consolidated financial statements and reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial position as of September 30, 2019 and results of operations, comprehensive income (loss), and cash flows for each of the nine months ended September 30, 2018 and 2019. The results for the nine months ended September 30, 2019 are not necessarily indicative of the results to be expected for the year ending December 31, 2019 or for any other periods.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP, requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The more significant areas requiring the use of management estimates and assumptions include revenue recognition, estimate of reserve for excess and obsolete inventories, sales and warranty reserves, estimate of reserves for accounts receivable, internally developed software capitalization, valuation allowances for deferred tax assets, and valuation and recognition of stock-based compensation. Actual results may differ materially from such estimates. Management believes that the estimates, and judgments upon which they rely, are reasonable based upon information available to them at the time that these estimates and judgments are made. To the extent that there are material differences between these estimates and actual results, the Company's financial statements will be affected.

Liquidity and Capital Resources

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

Since the acquisition by MegaChips in 2014, the Company has financed its operations primarily through debt financing. The Company had an accumulated deficit of $47.4 million and $54.7 million (unaudited) as of December 31, 2018 and September 30, 2019, respectively. In addition, as of December 31, 2018 and September 30, 2019, the Company had a working capital deficiency and loan obligations of $46.0 million (unaudited) for both periods that are due within one year. Although the Company expects to use any cash proceeds generated from operations in 2019 to help fund the Company's operations and capital needs, the Company will need additional funding in 2019 to repay its loan obligations and fund other capital needs.

The Company's prospects are subject to risks, expenses, and uncertainties frequently encountered by companies in this industry. These risks include, but are not limited to, the uncertainty of availability of additional financing and the uncertainty of achieving or maintaining future profitability. Management believes that the Company will be successful in raising additional financing from its parent company, MegaChips, or from other sources of capital funding. However, there can be no assurance that such financing will be available on terms which are favorable, or at all. Failure to generate sufficient cash flows from operations, raise additional capital, or reduce certain discretionary spending could have a material adverse effect on the Company's ability to achieve its intended business objectives. These factors raise substantial doubt about the Company's ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Foreign Currency Remeasurement

The Company and its wholly owned subsidiaries use the U.S. dollar as the functional currency. Foreign currency assets and liabilities are remeasured into U.S. dollars at the end-of-period exchange rates except for non-monetary assets and liabilities, which are measured at historical exchange rates. Revenue and expenses are remeasured using an average exchange rate in effect for the period, except for items related to non-monetary assets and liabilities, which are measured at historical exchange rates. Gains or losses from foreign currency remeasurement and transactions are included in other expense, net. For the years ended December 31, 2017 and 2018 and for the nine months ended September 30, 2018 and 2019, foreign currency remeasurement and transactions gains and losses were less than $0.1 million.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash balances in the Company's bank checking and savings accounts and liquid short-term investments with original or remaining maturities of three months or less at the date of purchase, readily convertible to known amounts of cash.

Fair Value Measurements

The carrying amounts of the Company's financial instruments, which include cash equivalents, accounts receivable, accounts payable, accrued liabilities, short-term debt obligations, and other current liabilities, approximate their fair values due to their short maturities. The Company determines fair value measurements used in its consolidated financial statements based upon the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy distinguishes between (i) market participant assumptions developed based on market data obtained from independent sources (observable inputs), and (ii) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs).

The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.

Level 2: Valuations based on quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities.

Level 3: Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

At December 31, 2017 and 2018 and September 30, 2019, cash balances in bank checking and savings accounts of $9.1 million, $7.9 million, and $9.2 million (unaudited), respectively, were valued using Level 1 of the fair value hierarchy.

There were no transfers between Level 1 and Level 2 categories during any of the periods presented.

Accounts Receivable and Allowances for Doubtful Accounts

Accounts receivable are stated at amounts estimated by management to be net realizable value. An allowance for doubtful accounts is recorded when it is probable that amounts will not be collected based on historical collection trends, age of outstanding receivables, specific customer circumstances, and existing economic conditions. Accounts receivable are written-off when it becomes apparent that such amounts will not be collected. As of December 31, 2017 and 2018 and September 30, 2019, the allowances for doubtful accounts were $0.1 million, $0.2 million, and $0.1 million (unaudited), respectively.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company's cash and cash equivalents amount is subject to concentration of credit risk. The Company maintains some cash and cash equivalents balances that are in excess of Federal Deposit Insurance Corporation insurance limits with financial institutions.

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

The Company extends credit based on an evaluation of the customer's financial condition and collateral is not typically required. The Company primarily sells its products through third-party distributors and resellers. For the years ended December 31, 2017 and 2018, and the nine months ended September 30, 2018 and 2019, three distributors directly accounted for 10% or more of the Company's revenue.

The following table discloses these customers' percentage of revenue for the respective periods:

	Year Ended December 31,		Nine Months Ended September 30, (unaudited)	
	2017	2018	2018	2019
Customer				
Pernas Electronics Co. Ltd.	57%	27%	27%	19%
Arrow Electronics, Inc.	12	18	17	18
Quantek Technology Corporation	10	20	20	23

At December 31, 2017 and 2018 and September 30, 2019, three customers accounted for 10% or more of accounts receivable, as disclosed below:

	As of December 31,		As of September 30,
	2017	2018	2019 (unaudited)
Customer			
Pernas Electronics Co. Ltd.	52%	23%	19%
Arrow Electronics, Inc.	9	23	16
Quantek Technology Corporation	16	34	40

Inventory

Inventory is stated at the lower of standard cost (which approximates actual cost on a first-in, first-out basis) or net realizable value. The Company, at least quarterly, assesses the recoverability of all inventories to determine whether adjustments are required to record inventory at the lower of cost or net realizable value. The Company reduces the value of inventory by establishing excess and obsolete inventories reserves based on management's assessment of future demand and market conditions, and may require estimates that may include uncertain elements. Actual demand may differ from forecasted demand and such differences may have a material effect on recorded value of inventory. Inventory write-downs, once established, are not released until the related inventory has been sold or scrapped. Rebates from the Company's foundries are recorded as a reduction of inventory cost and are recognized in cost of revenue over the inventory turnover days of the Company. Most of the Company's inventory is warehoused at its contract manufacturers.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation of property and equipment is recognized on a straight-line basis over the estimated useful lives of the respective assets as follows:

Lab equipment	3 to 5 years
Computer equipment	3 years
Furniture and fixtures	5 years
Leasehold improvements	Shorter of remaining lease term or estimated useful lives of the assets

The Company capitalizes the costs of purchased mask sets that are utilized during the photolithography phase of manufacturing our products, when technological feasibility and marketability have been established. The capitalization occurs upon the completion of a detailed design, the absence of significant development uncertainties and the determination of market acceptance. Such amounts are included in property and equipment in the consolidated balance sheets and are amortized to cost of revenue over their estimated useful lives. However, if significant uncertainties exist regarding the future utility of a particular mask set, then its related costs are expensed to research and development at the time the significant uncertainties are identified.

Maintenance and repair costs are charged to expense as incurred, and expenditures that extend the useful lives of assets are capitalized. Upon retirement or sale of the property and equipment, the cost and related accumulated depreciation are removed from the balance sheet and the resulting gain or loss is recorded in other expense, net.

Intangible Assets

Intangible assets include the costs related to acquired software as well as costs related to software internally developed, or modified solely to meet the Company’s internal requirements, with no substantive plans to market such software at the time of development. The Company develops proprietary design automation software for its MEMS-based resonators. Costs incurred during the preliminary planning and evaluation stage of the project and during post implementation operational stage are expensed as incurred. Costs incurred during the application development stage of the software are capitalized. The Company defines the configuration and coding process as the application development stage. Capitalized internal use software costs are amortized, on a straight-line basis under cost of revenue over the estimated useful life of approximately 2 to 3 years. Purchased intangibles with finite lives are amortized using the straight-line method over the estimated economic lives of the assets of 3 years.

Leases

The Company applies the guidance in Accounting Standards Codification, or ASC, Topic 842 to individual leases of assets. The Company recognizes a transaction as a lease when it receives substantially all of the economic benefits from and directs the use of specified property, plant and equipment.

Operating leases are included in right-of-use, or ROU, assets, accrued expenses and other current liabilities, and lease liabilities in the Company’s consolidated balance sheets. ROU assets represent the Company’s right to use an underlying asset for the lease term and lease liabilities represent the present value of the Company’s obligation to make lease payments arising from the lease. The Company currently does not have any finance leases.

The Company has elected the practical expedient within ASC Topic 842 to not separate lease and non-lease components within lease transactions for all classes of assets. Additionally, the Company has elected the short-term lease exception for all classes of assets and does not apply the recognition requirements for leases of 12 months or less, and recognizes lease payments for short-term leases as expense either straight-line over the lease term or as incurred depending on whether the lease payments are fixed or variable. These elections are applied consistently for all leases.

When discount rates implicit in leases cannot be readily determined, the Company uses the applicable incremental borrowing rate at lease commencement to perform lease classification tests on lease components and to measure ROU assets and lease liabilities. The incremental borrowing rate used by the Company was based on the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term, an amount equal to the lease payments in a similar economic environment.

Impairment of Long-Lived Assets

The Company evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets.

The Company determined that no events or changes in circumstances indicate that impairment of its long-lived assets has occurred.

Warranty

The Company provides limited lifetime warranty coverage on all of its products by guaranteeing that all timing components from the Company will be free from defects in workmanship and materials and will conform to specifications for the life of the system. This assurance-type warranty is not considered a separate performance obligation, and thus no transaction price is allocated to it. The Company records the warranty costs in cost of revenue in the consolidated statements of operations and comprehensive income (loss). The warranty reserve is calculated using historical claim information to project future warranty claims activity and is recorded within accrued expenses and other current liabilities and other long-term liabilities on the consolidated balance sheets based on the expected timing of the related payments. To date, the Company has had negligible returns of any defective products, and hence the warranty reserve balances as of December 31, 2017 and 2018 and September 30, 2019 were $0.1 million, less than $0.1 million, and less than $0.1 million (unaudited), respectively.

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the carrying amounts in the consolidated financial statements of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards, using enacted tax rates in effect for the year in which the differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period that includes the enactment date. A valuation allowance is provided in order to reduce the deferred tax assets to a level which, more likely than not, will be realized.

The Tax Cuts and Jobs Act of 2017, or the Tax Act, makes broad and complex changes to the U.S. tax code. These computations require significant judgments and estimates to be made regarding the interpretation of the provisions within the Tax Act along with the preparation and analysis of information not previously required. In conjunction with the Tax Act, the Securities and Exchange Commission staff issued Staff Accounting Bulletin No. 118, *Income Tax Accounting Implications of the Tax Act*, which provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740, *Income Taxes*.

While the Company believes it has adequately reserved for its uncertain tax positions, no assurance can be given that the final tax outcome of these matters will not be different. The Company adjusts these reserves in light of changing facts and circumstances, such as the closing of a tax audit. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact the provision for income taxes and the effective tax rate in the period in which such determination is made.

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

The Company recognizes tax positions in the consolidated financial statements only when it is more likely than not that the position will be sustained upon examination by the relevant taxing authority. Liabilities are established for differences between positions taken in a tax return and amounts recognized in the consolidated financial statements. The Company reports interest and penalties related to uncertain tax positions, if any, in the provision for income taxes in the consolidated statements of operations and comprehensive income (loss). To the extent that accrued interest and penalties do not ultimately become payable, amounts accrued will be reduced and reflected as a reduction of the overall provision for income taxes in the period that such determination is made.

Revenue Recognition

The Company derives revenue from its product sales to distributors and resellers, who in turn sell to original equipment manufacturers or other end customers. The Company recognizes product revenue, at a point in time, upon shipment when it satisfies its performance obligations as evidenced by the transfer of control of its products to customers. The Company measures revenue based on the amount of consideration it expects to be entitled to in exchange for products. Variable consideration is estimated and reflected as an adjustment to the transaction price. The Company determines variable consideration, which consists primarily of price adjustments and product returns by estimating the amount of consideration the Company expects to receive from its customers based on historical experience of price adjustments and product returns. Initial estimates of price adjustments and product returns are updated at the end of each reporting period if additional information becomes available. Changes to the Company’s estimated variable consideration were not material for the periods presented. Since the Company’s performance obligations relate to contracts with a duration of less than one year, it does not disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The Company’s payment terms vary by contract type and type of customer and generally range from 30 to 60 days from shipment. The Company has also elected to recognize the cost for freight and shipping when control over the products sold passes to customers and revenue is recognized.

As a practical expedient, the Company records the incremental costs of obtaining a contract, consisting primarily of sales commissions, when incurred because the amortization period is one year or less. These costs are recorded within sales and marketing expenses. The Company entered into a distribution agreement with MegaChips, whereby the Company appointed MegaChips as the exclusive distributor of its products in Japan. The Company recognizes revenue upon shipment derived from sales of products through MegaChips in the amount of expected payments from parties which purchased the products as adjusted for estimated price concessions and product returns.

Cost of Revenue

Cost of revenue consists of wafers acquired from third-party foundries, assembly, packaging, and test cost of the Company’s products paid to third-party contract manufacturers, and personnel and other costs associated with the manufacturing operations of the Company. Cost of revenue also includes depreciation of production equipment, inventory write-downs, amortization of internally developed software, shipping and handling costs, and allocation of overhead and facility costs. The Company also includes credits for rebates received from foundries to cost of revenue.

Research and Development Expenses

Research and development costs consist primarily of personnel cost, material cost, and facilities related expenses, incurred in the course of planned research and development of new products. Research and development costs are expensed as incurred.

Sales and Marketing

Sales and marketing expenses primarily consist of personnel costs, field application engineering support, travel costs, professional and consulting fees, advertising expenses, and allocated overhead costs. Sales and marketing costs are expensed as incurred. Advertising expenses were insignificant and $0.2 million, for the years ended December 31, 2017 and 2018. For the nine months ended September 30, 2018 and 2019, advertising expenses were less than $0.1 million (unaudited) and $0.2 million (unaudited).

General and Administrative

General and administrative expenses primarily consist of personnel costs, professional and consulting fees, accounting audit fees, legal, and allocated overhead costs. General and administrative expenses are expensed as incurred.

Stock-Based Compensation

The Company measures and recognizes compensation expense for all stock-based awards made to employees, based on estimated fair values using the straight-line method over the requisite service period. The Company recognizes forfeitures as they occur.

On July 20, 2016, certain employees of the Company were granted restricted stock units, or RSUs, of MegaChips, the Company's parent. These units were valued at the fair market price of MegaChips' common stock on the date of the grant, which was equal to the price of MegaChips' common stock on the Tokyo Stock Exchange on the grant date. The associated grants were all vested and settled as of June 15, 2018 and no further grants were made by MegaChips.

As part of the share based compensation agreement and due to the exercise restriction of 1 year at the time of vesting, the Company promised to advance cash to employees equal to the amount of payroll taxes that were due on vesting instead of issuing the employees restricted shares. The liability associated with the cash expense paid to the employee in lieu of restricted shares was treated as a liability-based award and was valued based on the estimate of the market price of the shares at each reporting date. Adjustments to the fair value of the liability are reported as compensation expense in the consolidated statements of operations and comprehensive income (loss).

Net Income (Loss) Per Share Attributable to Common Stockholder

Basic net income (loss) per share attributable to common stockholder is calculated by dividing the net income (loss) attributable to common stockholder by the weighted-average number of shares of common stock outstanding during the period, without consideration for potentially dilutive securities. Diluted net income (loss) per share is computed by dividing the net income (loss) attributable to common stockholder by the weighted-average number of shares of common stock and potentially dilutive securities outstanding for the period. For purposes of the diluted net income (loss) per share calculation, the Company does not have any stock issuances that are considered to be potentially dilutive securities. As such, the net income (loss) was attributed entirely to common stockholder. Because the Company has no potentially dilutive securities for the years ended December 31, 2017 and 2018 and for the nine months ended September 30, 2018 and 2019, diluted net income (loss) per share attributable to common stockholder is the same as basic net income (loss) per share attributable to common stockholder for all periods presented.

Comprehensive Income (Loss)

The Company has no components of other comprehensive income (loss). Therefore, net income (loss) equals comprehensive income (loss) for all periods presented.

Deferred Offering Costs

Deferred offering costs, consisting of legal, accounting, and other fees and costs relating to the Company's planned initial public offering are capitalized within other assets on the consolidated balance sheets. The deferred offering costs will be offset against the proceeds received by the Company upon the closing of the planned initial public offering. In the event the planned initial public offering is terminated, all of the deferred offering costs will be expensed within loss from operations. As of September 30, 2019, $1.8 million (unaudited) of deferred offering-related costs were recorded as other assets on the condensed consolidated interim balance sheet. There were no deferred offering costs incurred for the previous periods presented.

Reclassifications to Previously Issued Financial Statements

In evaluating the consolidated financial statements as of and for the years ended December 31, 2018 and 2017, the Company subsequently identified reclassification adjustments within the Company's consolidated balance sheets as of December 31, 2018 and 2017 and consolidated statements of cash flows for the years ended December 31, 2018 and 2017, and reissued the previously issued financial statements to reflect these reclassifications. The Company reclassified the accounts receivable from its parent of $1.4 million and $1.8 million as of December 31, 2018 and 2017, respectively, from "Accounts receivable, net" to "Related party accounts receivable" on the relevant consolidated balance sheets. The Company also reclassified $9.2 million and $0.6 million for the years ended December 31, 2018 and 2017, respectively from changes in inventories to "Inventory writedown" within cash flows from operating activities on the relevant consolidated statements of cash flows. The adjustments did not have an impact on current assets and total assets as of December 31, 2018 and 2017, the cash flows from operating activities or the Company's results of operations for the years ended December 31, 2018 and 2017.

2. Recent Accounting Pronouncements

Recently Adopted Accounting Guidance

In March 2016, the Financial Accounting Standard Board, or FASB, issued Accounting Standards Update, or ASU, 2016-09 guidance that involves several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The accounting guidance is effective from annual periods beginning after December 15, 2017. ASU 2016-09 was adopted by the Company during first quarter of fiscal year 2018. Upon adoption on January 1, 2018, the Company elected to account for forfeitures as they occur, rather than estimating expected forfeitures, which had no impact on the Company's financials as of January 1, 2018. The adoption of this standard did not have an impact on the related financial statement disclosure.

In August 2016, the FASB issued ASU 2016-15, *Classification of Certain Cash Receipts and Cash Payments*, for targeted changes with respect to how cash receipts and cash payments are classified in the statements of cash flows, with the objective of reducing diversity in practice. The Company adopted this new standard as of January 1, 2018 and applied the changes retrospectively. The adoption of the new standard did not have a material impact on the Company's consolidated financial statements.

In July 2015, the FASB issued ASU No. 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory*. The amendments in ASU No. 2015-11 require an entity to measure in scope inventory at the lower of

cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The amendments do not apply to inventory that is measured using last-in, first-out or the retail inventory method. The amendments apply to all other inventory, which includes inventory that is measured using first-in, first-out or average cost. The amendments are effective for fiscal years beginning after December 15, 2016, and interim periods within fiscal years beginning after December 15, 2017. A reporting entity should apply the amendments prospectively with earlier application permitted as of the beginning of an interim or annual reporting period. ASU 2015-11 was adopted by the Company during fiscal year 2017. The adoption of this standard did not have an impact on the Company's consolidated financial statements and related disclosures.

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. Topic 740 requires an entity to separate deferred income tax liabilities and assets into current and noncurrent amounts in a classified statement of financial position. Currently, deferred tax liabilities and assets are classified as current or noncurrent based on the classification of the related asset or liability for financial reporting. Deferred tax liabilities and assets that are not related to an asset or liability for financial reporting are classified according to the expected reversal date of the temporary difference. To simplify the presentation of deferred income taxes, the amendments in this update require that deferred income tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The amendments will not affect the current requirement that deferred tax liabilities and assets of a tax-paying component of an entity be offset and presented as a single amount. For public business entities, the amendments are effective for financial statements issued for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The adoption of this standard, on January 1, 2017, did not have a material impact on the Company's consolidated financial statements and related disclosures.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*, creating ASC 606. Upon adoption, this topic supersedes the existing guidance under ASC Topic 605—Revenue Recognition and aims to simplify the number of requirements to follow for revenue recognition and make revenue recognition more comparable across various entities, industries, jurisdictions and capital markets. Revenue is recognized under a five-step process: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation. Additional considerations under this update include accounting for costs to obtain or fulfill a contract with a customer and additional quantitative and qualitative disclosures. ASU 2014-09 became effective for periods beginning after December 15, 2017 (including interim reporting periods within those periods), or the first quarter of 2018, and allows for retrospective or modified retrospective application. The Company adopted this guidance to all contracts in the first quarter of fiscal 2018 under the full retrospective approach. The Company believes the new guidance is materially consistent with its historical revenue recognition policy. In addition, ASU 2014-09 requires the presentation of sales returns reserve as a current liability and the cost of inventory associated with estimated returns as a current asset. The Company's sales return reserve was $1.6 million as of December 31, 2018 and $0.9 million as of December 31, 2017 and is presented within accrued expenses and other current liabilities, whereas it was previously recorded within accounts receivable. The cost of inventory associated with estimated returns was $0.7 million as of December 31, 2018 and $0.3 million as of December 31, 2017 and is presented within prepaid expenses and other current assets, whereas it was previously recorded within inventory. The adoption had no impact on the consolidated statements of operations and comprehensive income (loss) for the years ended December 31, 2017 and 2018 and also had no impact to net cash from or used in operating, investing, or financing activities in the Company's consolidated statements of cash flows.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 requires lessees to recognize all leases with a lease term in excess of one year on their balance sheet as a right of use asset and a

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

liability at the commencement date. The Company adopted the new standard on January 1, 2019 using the optional adoption method and did not adjust comparative financial statements. The Company elected to use the short-term lease exemption whereby the right of use assets and lease liabilities do not need to be recognized for leases with a term of 12 months or less. The Company elected the package of transition provisions available for expired or existing contracts, which allowed the Company to carryforward the historical assessments of (1) whether contracts are or contain leases, (2) lease classification, and (3) initial direct costs. There was no impact on the Company's accumulated deficit as of January 1, 2019 as a result of the adoption of this standard. The consolidated financial statements for the nine months ended September 30, 2019 are presented under the new standard, while the comparative period presented and prior annual periods are not adjusted and continues to be reported in accordance with the Company's historical accounting policy. The adoption of the new lease standard resulted in the recognition of operating lease right-of-use assets of $7.6 million and lease liabilities, including current obligations, of $10.2 million as of January 1, 2019. In connection with the adoption of this standard, deferred rent of $2.6 million, which was previously recorded in accrued and other current liabilities and in other long-term liabilities on the consolidated balance sheet as of December 31, 2018, was derecognized. See Note 5, "Leases," for more information.

New Accounting Pronouncements Not Yet Adopted

In August 2018, the FASB issued ASU 2018-15, *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract,* which aligns the requirements for capitalizing implementation costs incurred in a cloud computing arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use-software. The standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Early adoption is permitted. The Company is currently evaluating the impact of this accounting standard update on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements in Topic 820. The new standard is effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Early adoption is permitted. An entity is permitted to early adopt any removed or modified disclosures upon issuance of this ASU and delay adoption of the additional disclosures until their effective date. The Company is currently evaluating the impact of this accounting standard update on its consolidated financial statements.

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Notes to Consolidated Financial Statements—(Continued)

3. Net Income (Loss) Per Share

The following table summarizes the computation of basic and diluted net income (loss) per share attributable to common stockholder of the Company:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands, except share and per share data)			
Net income (loss) attributable to common stockholder	$ 4,723	$ (9,342)	$ (10,990)	$ (7,240)
Weighted-average shares outstanding	15,000,000	15,000,000	15,000,000	15,000,000
Weighted-average shares used to compute basic and diluted net income (loss) per share	15,000,000	15,000,000	15,000,000	15,000,000
Net income (loss) attributable to common stockholder per share, basic and diluted	$ 0.31	$ (0.62)	$ (0.73)	$ (0.48)

4. Balance Sheets Components

Inventory

Inventory consisted of the following:

	As of December 31,		As of September 30,
	2017	2018	2019
			(unaudited)
	(in thousands)		
Raw materials	$ 444	$ 2,723	$ 576
Work in progress	10,455	14,582	8,733
Finished goods	4,476	3,238	3,701
Total inventories	$ 15,375	$ 20,543	$ 13,010

The Company acquired approximately $8.0 million in inventory in anticipation of a product order from an end customer that did not materialize. As a result, the Company recorded an inventory write-down related to this inventory of $7.8 million in the first quarter of 2018 and $0.2 million in the second quarter of 2018 as there was no other active customer for the inventory at the time. The Company was subsequently able to sell approximately $3.0 million of such inventory in the fourth quarter of 2018 and $2.4 million (unaudited) in the nine-month period ended September 30, 2019 to the same customer.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following:

	As of December 31,		As of September 30,
	2017	2018	2019
			(unaudited)
	(in thousands)		
Advance to suppliers	$ 3,553	$ 539	$ 2,679
Prepaid expenses	676	668	456
Other current assets	2,399	2,849	685
Total prepaid and other current assets	$ 6,628	$ 4,056	$ 3,820

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

Property and Equipment, Net

Property and equipment, net consisted of the following:

	As of December 31, 2017	As of December 31, 2018	As of September 30, 2019 (unaudited)
	(in thousands)		
Lab equipment	$14,707	$ 16,297	$ 16,987
Computer equipment	540	636	729
Furniture and fixtures	241	241	241
Construction in progress	219	221	221
Leasehold improvements	3,943	4,013	4,072
	19,650	21,408	22,250
Accumulated depreciation	(6,906)	(10,127)	(12,521)
Total property and equipment, net	$12,744	$ 11,281	$ 9,729

Depreciation expense related to property and equipment was $2.7 million, $3.5 million, $2.7 million (unaudited), and $2.4 million (unaudited) for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively.

Intangible Assets, Net

Intangible assets, net consisted of the following:

	As of December 31, 2017	As of December 31, 2018	As of September 30, 2019 (unaudited)
	(in thousands)		
Internal use software	$ 8,861	$ 9,181	$ 9,668
Purchased intangibles	915	4,355	4,695
	9,776	13,536	14,363
Accumulated amortization	(1,666)	(5,394)	(9,139)
Intangible assets, net	$ 8,110	$ 8,142	$ 5,224

Amortization expense for intangible assets was $0.8 million, $3.9 million, $2.4 million (unaudited), and $3.7 million (unaudited) for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019, respectively.

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Notes to Consolidated Financial Statements—(Continued)

As of December 31, 2017 and 2018 and September 30, 2019, the Company had $6.8 million, $1.2 million, and $1.7 million (unaudited), respectively, of intangibles that were still in development stage and were not being amortized. The estimated aggregate future amortization expense for intangible assets in development stage and subject to amortization as of December 31, 2018 is summarized as below:

	(in thousands)
2019	$ 4,700
2020	2,107
2021	377
2022 and beyond	958
Total	$ 8,142

The estimated aggregate future amortization expense for intangible assets in development stage and subject to amortization as of September 30, 2019 is summarized as below:

	(in thousands) (unaudited)
2019 (remaining)	$ 1,164
2020	2,282
2021	885
2022 and beyond	893
Total	$ 5,224

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	As of December 31, 2017	As of December 31, 2018	As of September 30, 2019 (unaudited)
	(in thousands)		
Accrued payroll and related benefits	$ 2,408	$ 2,243	$ 2,285
Accrued customer rebates	315	216	161
Accrued interest	318	520	588
Price adjustment and other revenue reserves	902	1,580	1,007
Other accrued expenses	1,680	3,096	4,725
Total accrued expenses and other current liabilities	$ 5,623	$ 7,655	$ 8,766

5. Leases

The Company leases real estate property under operating leases. The Company was also a lessee and a sublessor from an accounting perspective for its Santa Clara lease through March 31, 2019.

The Company signed a non-cancellable operating lease agreement for its corporate headquarters in Santa Clara, California, that commenced on October 20, 2016 and will expire on December 31, 2026. The agreement provides for an option to renew for an additional 5 years and for monthly rent payments through the term of the lease.

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Notes to Consolidated Financial Statements—(Continued)

The Company also leases office space in Michigan, Malaysia, the Netherlands, and Ukraine all under non-cancellable operating leases with various expiration dates through May 2021. These leases are classified as operating leases. The remaining lease terms vary from few months to 7 years. For its leases the Company has options to extend the lease term for periods varying from one to five years. These renewal options are not considered in the remaining lease term unless it is reasonably certain that the Company will exercise such options. The Company also has variable lease payments that are primarily comprised of common area maintenance and utility charges.

In the nine months ended September 30, 2019, the Company signed an agreement to lease equipment of $3.2 million for research and development and to help with the production of certain of its products, of which $1.6 million was prepaid before the leased equipment was put in service. The lease term for such equipment is approximately 10 years. As of September 30, 2019, only $1.6 million payments remain to be made for such equipment of which $0.8 million is recorded in accounts payable and the remaining is recorded as short-term lease liability as of September 30, 2019.

The table below presents the lease-related assets and liabilities recorded on the consolidated balance sheet as of September 30, 2019:

	(dollars in thousands) (unaudited)
Right-of-use assets	$ 10,092
Lease liabilities included in accrued expenses and other current liabilities	1,872
Lease liabilities	8,212
Total operating lease liabilities	$ 10,084
Weighted-average remaining lease term (years)	7.3
Weighted-average discount rate[1]	4.1%

(1) Upon adoption of the new lease standard, discount rates used for existing leases were established at January 1, 2019.

The table below presents certain information related to the lease costs for operating leases for the nine months ended September 30, 2019:

	(in thousands) (unaudited)
Operating lease cost	$ 1,006
Short-term lease cost	221
Variable lease cost	390
Total lease cost	$ 1,617

Rent expense for nine months ended September 30, 2018 was $0.8 million (unaudited).

Cash paid for operating lease liabilities was $2.7 million (unaudited) for the nine months ended September 30, 2019, which includes $1.6 million of prepaid lease payments. The Company sub-leased a portion of its Santa Clara facility through March 31, 2019 and received $0.3 million in sub-lease income for the year ended December 31, 2018 and $0.1 million (unaudited) for the nine months ended September 30, 2019, which was included in the short-term lease cost above.

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Notes to Consolidated Financial Statements—(Continued)

Undiscounted Cash Flows

The table below reconciles the undiscounted cash flows for each of the first five years and total of the remaining years to the operating lease liabilities recorded on the consolidated balance sheet as of September 30, 2019:

	(in thousands) (unaudited)
2019 (remainder)	$ 260
2020	2,220
2021	1,409
2022	1,441
2023	1,489
2024 and beyond	4,735
Total minimum lease payments	11,554
Less: amount of lease payments representing interest	(1,470)
Present value of future minimum lease payments	10,084
Less: current obligations under leases	(1,872)
Long-term lease liabilities	$ 8,212

As of September 30, 2019, the Company did not have any leases that had not yet commenced.

As of December 31, 2018, the future minimum lease payments required under non-cancelable operating leases as defined under the previous accounting guidance of ASC Topic 840 were as follows:

	(in thousands)
2019	$ 1,514
2020	1,485
2021	1,451
2022	1,485
2023	1,533
2024 and beyond	4,877
Total minimum lease payments	$ 12,345

6. Commitments and Contingencies

Purchase Commitments

The Company purchases components from a variety of suppliers and uses several contract manufacturers to provide manufacturing services for its products. During the normal course of business, in order to manage manufacturing lead times and to help ensure adequate component supply, the Company enters into agreements with the Company's contract manufacturers and suppliers that allow them to procure inventory based upon criteria as defined by the Company. A significant portion of the Company's reported purchase commitments arising from these agreements consists of firm, non-cancelable purchase commitments. In certain instances, these agreements allow the Company the option to cancel, reschedule, and adjust the Company's requirements based on its business needs prior to when production starts. However, in situations where the Company is unable to cancel, reschedule, or adjust the purchase commitment due to changing customer demand, excess inventories could result in material inventory provisions.

Commitments for MEMS Wafer Supplier Agreement

The Company purchases MEMS wafers required for its silicon timing systems products under a multi-year manufacturing agreement with a third-party supplier. Under this agreement, the Company has agreed to minimum quantity purchase commitments and is responsible for research and development, tooling, and samples cost, in addition to wafer costs. The Company has historically met the supplier's minimum wafer quantity requirements. The remaining tooling cost commitment under the agreement as of December 31, 2018 was $3.2 million and due for payment in 2019, of which $1.6 million has already been recorded as accounts payable in the consolidated financial statements as of December 31, 2018 and paid as of September 30, 2019.

Indemnification

The Company is a party to a variety of agreements pursuant to which it may be obligated to indemnify other parties to such agreements with respect to certain matters. Typically, these obligations arise in the context of contracts that the Company has entered into, under which the Company customarily agrees to hold the other party harmless against losses arising from a breach of representations and covenants or terms and conditions related to such matters as the sale and/or delivery of its products, title to assets sold, certain intellectual property claims, defective products, specified environmental matters, and certain income taxes. Further, the Company's obligations under these agreements may be limited in terms of time, amount, or the scope of its responsibility and in some instances, the Company may have recourse against third parties for certain payments made under these agreements. It is not possible to predict the maximum potential amount of future payments under these agreements due to the conditional nature of the Company's obligations and the unique facts and circumstances involved in each particular agreement. Historically, the Company has had no indemnification claims under these agreements.

Legal Matters

From time to time, the Company may be a party to various litigation claims in the normal course of business. Legal fees and other costs associated with such actions are expensed as incurred. The Company assesses, in conjunction with legal counsel, the need to record a liability for litigation and contingencies. Accrual estimates are recorded when and if it is determined that such a liability for litigation and contingencies are both probable and reasonably estimable. As of the date of issuance of the financial statements, the Company was not subject to any litigation. No accruals for loss contingencies or recognition of actual losses have been recorded in any of the periods presented.

In March 2019, VTT Technical Research Centre of Finland, Ltd. filed suit in the United States District Court for the Northern District of California alleging infringement by the Company of a patent relating to a specific combination of features set forth in the asserted patent. The complaint seeks unspecified monetary damages and injunctive relief. As the Company is in the initial stages of evaluating this matter, the Company is currently unable to assess the possible outcome of this matter and cannot currently estimate the possible loss or range of loss. The Company has not accrued for a loss contingency relating to such matter.

7. Debt Obligations

The Company has borrowed against the short-term revolving lines of credit that it has arranged with financial institutions like The Bank of Tokyo-Mitsubishi UFJ, Ltd., or MUFG, and Sumitomo Mitsui Banking Corporation, or SMBC, and MegaChips to fund its operations. The weighted-average interest rate on short-term borrowings outstanding as of December 31, 2017 and 2018 and September 30, 2019 was 2.84%, 3.69%, and 2.06% (unaudited), respectively.

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Notes to Consolidated Financial Statements—(Continued)

Debt obligations as of December 31, 2017 and 2018 and September 30, 2019 consisted of the following:

	As of December 31,		As of September 30,
	2017	2018	2019 (unaudited)
	(in thousands)		
Revolving line of credit:			
MUFG	$ 20,000	$ 41,000	$ 41,000
SMBC	20,000	2,000	2,000
Parent loan:			
MegaChips	3,000	3,000	3,000
Balance	43,000	46,000	46,000
Less: Current portion of long-term debt	(43,000)	(46,000)	(46,000)
Long-term debt	$ —	$ —	$ —

Revolving Line of Credit

The Bank of Tokyo-Mitsubishi Credit Facility

On August 31, 2015, the Company entered into a bank transaction agreement with MUFG. The agreement provided for a revolving line of credit with a maximum available borrowing of $20.0 million. The original maturity date of the revolving line of credit was June 30, 2017, which was renewed for an additional one year term. On June 29, 2018, the Company renewed its agreement with MUFG with a new maturity date of June 28, 2019 and also increased the revolving line of credit to $50.0 million. On June 28, 2019, the Company renewed its agreement with MUFG with a new term of June 30, 2020. In addition, on June 27, 2019, the maturity date of the Company's $20.0 million loan under the line of credit with MUFG was extended through December 19, 2019. On August 23, 2019, the Company's $3.0 million loan under the credit line with MUFG was extended through February 19, 2020 and on September 24, 2019, the Company's $8.0 million loan under the credit line with MUFG was extended through December 19, 2019. Interest under the revolving line of credit is calculated at MUFG's prevailing prime rate plus a margin of 2 percentage points which would be agreed by the Company at the time each loan was made. The interest rates on these loans vary depending on the date and term of each loan. Interest is due for payment on the maturity date of each loan. The Company did not incur any costs upon renewal of the revolving credit line or at the time of increase in the revolving line of credit.

The agreement contains customary representations and warranties, affirmative covenants, and events of default upon the occurrence of certain events, such as nonpayment of amounts due under the revolving line of credit, violation of contractual provisions, or a material adverse change in the Company's business. The agreement also includes customary administrative covenants, including a limitation on entering any transactions involving a merger or consolidation, reorganization, spin-off, liquidation, dissolution, winding up, or conveying, selling, leasing, licensing, or otherwise disposing of all or substantially all of the Company's property, assets, or business. As of December 31, 2017 and 2018 and September 30, 2019, the Company was in compliance with all covenants. The agreement provides that the Company will provide collateral if MUFG determines in consultation with the Company that additional collateral or guarantee would be necessary. The MUFG revolving line of credit is guaranteed by MegaChips.

As of December 31, 2017 and 2018 and September 30, 2019, the aggregate principal amount outstanding under the revolving credit line with MUFG was $20.0 million, $41.0 million, and $41.0 million (unaudited), respectively, and remaining available credit line was $0, $9.0 million, and $9.0 million (unaudited), respectively.

Sumitomo Mitsui Banking Corporation Credit Facility

On September 22, 2017, the Company entered into an uncommitted and revolving credit line agreement with SMBC. The revolving credit line has a maximum available borrowing availability of up to $20.0 million. The Company could draw loans under the revolving credit line from time to time through September 21, 2018, as long as the principal amount at any time did not exceed $20.0 million in the aggregate. Such term was extended for an additional year through September 20, 2019 and further extended for an additional year through September 21, 2020. Loans under the revolving credit line may have a maturity from one day to 12 months from the date of borrowing. The loans borrowed under the revolving line of credit bear a variable rate of interest based upon SMBC's prevailing prime rate plus a margin of 1 percentage point which would be agreed by the Company at the time each loan is made. Interest is due for payment on the maturity date of each loan. SMBC has the right to terminate the revolving credit line in whole or part in its sole discretion. The Company did not incur any costs at the initiation of the revolving line of credit or upon renewal of the revolving credit line.

The agreement contains customary representations and warranties, affirmative covenants, negative covenants, and events of default upon the occurrence of certain events, such as nonpayment of amounts due under the revolving line of credit, violation of contractual provisions, or a material adverse change in the Company's business. In addition, the agreement includes a financial covenant for a minimum net worth, defined as total assets less total liabilities, of $0. The agreement also includes customary administrative covenants, including a limitation on entering any transactions involving a merger or consolidation, reorganization, spin-off, liquidation, dissolution, winding up, or conveying, selling, leasing, licensing, or otherwise disposing of all or substantially all of the Company's property, assets, or business. As of December 31, 2017 and 2018 and September 30, 2019, the Company was in compliance with all covenants. The agreement provides that the Company will provide collateral if SMBC determines in consultation with the Company that additional collateral or guarantee would be necessary. Use of proceeds from the loan is restricted for certain specified purposes. The SMBC revolving line of credit is also guaranteed by MegaChips.

As of December 31, 2017 and 2018 and September 30, 2019, the aggregate principal amount outstanding under the revolving credit line with SMBC was $20.0 million, $2.0 million, and $2.0 million (unaudited), respectively, and remaining available credit was $0, $18.0 million, and $18.0 million (unaudited), respectively.

Loan Agreement with MegaChips

On September 13, 2016, the Company entered into a loan agreement with MegaChips for a revolving credit limit of up to $30.0 million, or the Parent Loan Agreement. Loans under the Parent Loan Agreement bear interest at a rate equal to the interest rate at which MegaChips procured the funds from SMBC, plus 0.09%. Interest for each loan is due on the maturity date of each loan. Each loan drawn from MegaChips has a three-month term, which term was renewed on maturity. MegaChips has discretion whether to accept the Company's request for a loan under the Parent Loan Agreement. The initial term of the Parent Loan Agreement is one year from the date of the agreement, which term is automatically renewed and extended every year unless either party provides written notice to the other party. The Company did not incur any costs at the time of initiation of such credit facility or at the time of extension of the term of the credit facility.

The agreement contains usual and customary events of default upon the occurrence of certain events, such as nonpayment of amounts due under the revolving line of credit, violation of contractual provisions, a material adverse impact on the Company's business, or its ability to perform under the agreement. The agreement includes customary administrative covenants but does not contain any negative covenants or conditions to borrowing. As of December 31, 2017 and 2018 and September 30, 2019, the Company was in compliance with all covenants.

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Notes to Consolidated Financial Statements—(Continued)

As of December 31, 2017 and 2018 and September 30, 2019, the aggregate principal amount outstanding under the credit facility with MegaChips was $3.0 million, and remaining available credit was $27.0 million.

As of December 31, 2017, debt obligations were as follows (dollars in thousands):

Lender	Loan Start Date	Loan Amount	Annual Interest Rate	Maturity Date
MUFG	6/30/2017	$ 20,000	2.20000%	6/29/2018
SMBC	9/25/2017	8,000	3.66000	9/25/2018
SMBC	12/19/2017	12,000	3.89500	12/19/2018
MegaChips	12/29/2017	3,000	2.69428	3/31/2018
		$ 43,000		

As of December 31, 2018, debt obligations were as follows (dollars in thousands):

Lender	Loan Start Date	Loan Amount	Annual Interest Rate	Maturity Date
MUFG	6/29/2018	$ 20,000	3.72000%	6/28/2019
MUFG	8/23/2018	3,000	3.77000	8/23/2019
MUFG	9/24/2018	8,000	3.87000	9/24/2019
MegaChips	10/01/2018	3,000	3.20838	12/31/2018
MUFG	12/19/2018	10,000	4.07000	12/19/2019
SMBC	12/19/2018	2,000	4.96500	12/19/2019
		$ 46,000		

As of September 30, 2019, debt obligations were as follows (dollars in thousands):

Lender	Loan Start Date	Loan Amount (unaudited)	Annual Interest Rate	Maturity Date
MegaChips	6/28/2019	$ 3,000	3.12888%	9/30/2019
MUFG	6/28/2019	20,000	3.28000%	12/19/2019
MUFG	9/24/2019	8,000	3.15000%	12/19/2019
MUFG	12/19/2018	10,000	4.07000%	12/19/2019
SMBC	12/19/2018	2,000	4.96500%	12/19/2019
MUFG	8/23/2019	3,000	3.10000%	2/19/2020
		$ 46,000		

On January 1, 2019, the Company's loan with MegaChips with a maturity date of December 31, 2018 was extended for a three month term through March 31, 2019 with an interest rate of 3.62%, then further extended with a new maturity date of June 28, 2019 and an interest rate of 3.40%, then further extended with a new maturity date of September 30, 2019 with an interest rate of 3.13% and further extended with a new maturity date of December 31, 2019 with an interest rate of 2.90%.

8. Stockholders' Equity

The Company's certificate of incorporation, as amended and currently in effect, authorizes the Company to issue 200,000,000 shares of common stock, par value $0.0001 per share. Each share of common stock is entitled

to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when and if declared by the board of directors, subject to the prior rights of holders of all classes of preferred stock outstanding. The Company has never declared any dividends.

9. Stock-based Compensation

The Company's parent, MegaChips, established a one-time Restricted Stock Unit Plan, or the Plan, which was adopted by MegaChips' board of directors in May 2016. Under the Plan, certain employees of the Company were granted RSUs of MegaChips. MegaChips' common stock is traded on the Tokyo Stock Exchange. The total number of shares authorized for grant under the Plan was 339,911. All units authorized to be granted under the Plan were granted to employees on July 20, 2016, the grant date. The units granted had a quarterly vesting schedule of two years. These units were valued at the fair market price of MegaChips' common stock on the grant date, which was equivalent to approximately $11.89, based on the price of MegaChips' common stock on the Tokyo Stock Exchange.

Total stock-based compensation expense for employees recognized in the consolidated statements of operations and comprehensive income (loss) was as follows:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands)			
Equity awards				
Cost of revenue	$ 47	$ 19	$ 19	$ —
Research and development	979	526	526	—
Sales and marketing	553	241	241	—
General and administrative	401	45	45	—
	$ 1,980	$ 831	$ 831	$ —
Liability based awards				
Cost of revenue	$ 84	$ 39	$ 39	$ —
Research and development	1,795	1,062	1,062	—
Sales and marketing	1,016	495	495	—
General and administrative	791	104	104	—
	$ 3,686	$ 1,700	1,700	—
Total stock-based compensation expense	$ 5,666	$ 2,531	$ 2,531	$ —

The Company records a liability associated with the cash expense paid to the employee in lieu of restricted shares granted as part of the Plan and due to the exercise restriction of 1 year at the time of vesting. These cash advances were paid by the parent company and accordingly, are shown as investment from parent in the statement of stockholders' equity. A liability of $0.1 million and $0 as of December 31, 2017 and 2018, respectively, was recorded in relation to these shares and valued based on the estimate of the market price of the shares at each reporting date. Adjustments to the fair value of the liability are reported as compensation expense in the consolidated statements of operations and comprehensive income (loss). Adjustments to the fair value of the liability are reported as compensation expense in the consolidated statements of operations and comprehensive income (loss).

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

No new grants were awarded in the nine months ended September 30, 2019. At December 31, 2018 and the nine months ended September 30, 2019, there was no unamortized compensation expense related to unvested stock awards. Activity of RSUs granted under the Plan is set forth below:

	Number of Shares Outstanding	Weighted-Average Grant Date Fair Value Per Share
Balance at January 1, 2017	247,669	$ 11.89
Granted	—	—
Vested	(167,595)	11.89
Forfeited	(2,455)	11.89
Balance at December 31, 2017	77,619	11.89
Granted	—	—
Vested	(76,296)	11.89
Forfeited	(1,323)	11.89
Balance at December 31, 2018	—	$ —

10. Income Taxes

The components of income (loss) before income taxes were as follows:

	Years Ended December 31,	
	2017	2018
	(in thousands)	
United States	$ 4,721	$ (9,205)
Foreign	(30)	(163)
	$ 4,691	$ (9,368)

The components of income tax benefit were as follows:

	Years Ended December 31,	
	2017	2018
	(in thousands)	
United States	$ 32	$ 26
Foreign	—	—
	$ 32	$ 26

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

The material components of the deferred tax assets and liabilities consisted of net operating loss carry-forwards and tax credit carry-forwards.

	As of December 31,	
	2017	2018
	(in thousands)	
Deferred tax assets:		
Accrual, write-down, and other	$ 1,729	$ 2,931
Depreciation and amortization	(686)	(2,245)
Net operating loss and credits carry forwards	41,265	44,810
Total gross deferred tax assets	42,308	45,496
Valuation allowance	(42,308)	(45,496)
Total net deferred tax assets	$ —	$ —

The net valuation allowance decreased by $19.8 million and increased by $3.2 million for the years ended December 31, 2017 and 2018, respectively.

A reconciliation of the Company's effective tax rate to the statutory U.S. federal rate is as follows:

	Year Ended December 31,	
	2017	2018
U.S. federal rate	34.0%	21.0%
R&D credits	(17.0)	9.4
Expiration of net operating loss carryforwards	17.3	—
Revaluation of deferred taxes under the Tax Cuts and Jobs Act	383.5	—
Permanent differences and others	(10.8)	4.2
Change in valuation allowance	(405.3)	(34.3)
	1.7%	0.3%

The reported amount of income tax expense differs from an expected amount based on statutory rates primarily due to the Company's valuation allowance.

As of December 31, 2017 and 2018, based on the available objective evidence, management believes it is more likely than not that the net deferred tax assets will not be realized. Accordingly, management has applied a full valuation allowance against its net deferred tax assets at December 31, 2017 and 2018.

At December 31, 2017 and 2018, the Company has federal net operating loss carry-forwards of approximately $148.4 million and $160.7 million, respectively, and state net operating loss carry-forwards of approximately $63.7 million and $63.9 million, respectively. These federal and state net operating loss carry-forwards will expire beginning in 2025 and 2028, respectively. At December 31, 2017 and 2018, the Company also has federal research and development tax credit carry-forwards of approximately $3.9 million and $4.6 million, respectively, and state research and development tax credit carry-forwards of approximately $4.6 million and $5.2 million, respectively. The federal tax credits begin to expire in 2025, and the California tax credits carry forward indefinitely.

Utilization of the net operating loss carry-forwards and credits may be subject to a substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended,

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

or the Code, and similar state provisions. The annual limitation may result in the expiration of net operating losses and credits before utilization.

As of December 31, 2017 and 2018, the Company had $1.9 million and $2.2 million of total unrecognized tax benefits. The Company currently has a full valuation allowance against its net deferred tax assets which would impact the timing of the effective tax rate benefit should any of these uncertain tax positions be favorably settled in the future. If the Company is able to eventually recognize these uncertain tax positions, none of the unrecognized benefit would reduce the Company's effective tax rate due to full valuation allowance of the Company's deferred tax assets. The Company's policy is to record interest and penalties related to unrecognized tax benefits as income tax expense. During the years ended December 31, 2017 and 2018, the Company had immaterial amounts related to the accrual of interest and penalties.

A reconciliation of the beginning and ending unrecognized tax benefit amount is as follows:

	December 31,	
	2017	2018
	(in thousands)	
Beginning balance	$1,474	$1,901
Current year addition	427	297
Ending balance	$1,901	$2,198

The Company does not have any tax positions for which it is reasonably possible the total amount of gross unrecognized tax benefits will increase or decrease within 12 months of the years ended December 31, 2017 and 2018.

The Company files tax returns as prescribed by the tax laws of the jurisdictions in which it operates. In the normal course of business, the Company is subject to examination by federal, state, local, and foreign jurisdictions, where applicable. Due to the Company's net losses, its federal, state and local, and foreign tax returns since inception are subject to audit.

As of December 31, 2018, the tax years that remain subject to examination by the major tax jurisdictions under the statute of limitations are as follows:

Jurisdiction	Earliest Tax Year Subject to Examination
U.S. federal	2005
California State	2008

On December 22, 2017, the Tax Act was signed into law making significant changes to the Code effective for tax years beginning after December 31, 2017. Changes include, but are not limited to, a corporate tax rate decrease from 35% to 21%, the repeal of corporate alternative minimum tax, the transition of U.S. international taxation from a worldwide tax system to a territorial system, and a one-time transition tax on the mandatory deemed repatriation of cumulative foreign earnings as of December 31, 2017.

On December 22, 2017, Staff Accounting Bulletin No. 118, or SAB 118, was issued to provide a measurement period of up to one year from the enactment date of the Tax Act for companies to complete the accounting for the Tax Act and its related impacts. In 2017, the Company completed its accounting for the Tax Act. The income tax effects of the Tax Act include the remeasurement of gross deferred tax assets and liabilities,

prior to existing valuation allowance, to reflect the 21% corporate tax rate. The effect from the change in tax rate resulted in a reduction in net deferred tax assets before valuation allowance of approximately $18.7 million as of December 31, 2017. In addition, no transition tax was expected to be due upon the newly enacted legislation. Accordingly, no provisional amounts were recorded in accordance with SAB 118.

11. 401(k) Plan

The Company has a 401(k) retirement plan that qualifies as a defined contribution plan. All employees are eligible to participate on the first day of the month following their hire date with the Company. Under the defined contribution plan, employees may contribute the lesser of 90% of their pre-tax salaries per year or the maximum contribution allowed under the Code. The Company may make discretionary matching contributions, if deferral contributions are made by the employees. The Company's matching contributions for the years ended December 31, 2017 and 2018 and the nine months ended September 30, 2018 and 2019 resulted in expense of $0.5 million, $0.6 million, $0.5 million (unaudited), and $0.5 million (unaudited), respectively.

12. Segment Information and Operations by Geographic Area

The Company operates in one reportable segment related to the design, development, and sale of silicon timing systems solutions. The chief operating decision maker, or CODM, for the Company is the Chief Executive Officer. The Company's Chief Executive Officer reviews operating results on an aggregate basis and manages the Company's operations as a whole for the purpose of evaluating financial performance and allocating resources. Accordingly, the Company has determined that it has a single reportable and operating segment structure.

The following table sets forth revenue by country, based on ship-to destinations, for countries with 10% or more of the Company's revenue during any of the periods presented:

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
	(in thousands)			
Taiwan	$ 70,778	$ 45,107	$ 31,122	$ 26,830
Hong Kong	9,214	16,204	13,440	11,047
United States	4,557	6,061	4,741	3,880
Other	16,516	17,842	13,060	14,228
Total revenue	$ 101,065	$ 85,214	$ 62,363	$ 55,985

The Company's long-lived assets in the U.S. attributable to operations as of December 31, 2017 and 2018 and September 30, 2019 were 97% of total property and equipment and intangible assets.

13. Related Party Transactions

The Company entered into a distribution agreement with its parent company, MegaChips, whereby the Company appointed MegaChips as the exclusive distributor of its products in Japan. The Company sells products through its parent to distributors, resellers, or direct customers in Japan. The Company pays the parent a fixed percentage of the revenue as sales commission, which is recorded as commission expense and included in sales and marketing in the consolidated statements of operations and comprehensive income (loss).

See Note 7 regarding the Company's loan agreement with MegaChips.

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

On June 15, 2017, MegaChips Technology America Corporation, or MegaChips America, a wholly owned subsidiary of MegaChips, extended a loan of $5.0 million to the Company under a loan agreement dated December 1, 2014. All obligations under such loan agreement were paid off as of September 27, 2017. The loan agreement with MegaChips America has been terminated effective as of September 30, 2017.

The following is a summary of significant balances, transactions and payments with the related parties.

	December 31,		September 30,
	2017	2018	2019
			(unaudited)
		(in thousands)	
Parent			
Accounts receivable	$ 1,762	$ 1,436	$ 863
Prepaid expenses and other current assets	—	—	23
Loan from parent	3,000	3,000	3,000

	Year Ended December 31,		Nine Months Ended	
	2017	2018	September 30, 2018	September 30, 2019
			(unaudited)	
		(in thousands)		
Parent				
Sales through distribution agreement and revenue from integration and purchase agreement	$ 6,490	$ 5,810	$ 4,033	$ 3,232
License expense	—	—	—	68
Commission expense	412	368	255	127
Interest expense	379	95	71	77
Affiliate				
Interest expense	$ 8	$ —	$ —	$ —

	Year Ended December 31,		Nine Months Ended September 30,	
	2017	2018	2018	2019
			(unaudited)	
		(in thousands)		
Parent				
Cash paid for principal	$ 15,000	$ —	$ —	$ —
Cash received for principal	(14,000)	—	—	—
Cash paid for interest	379	95	71	77
Cash paid for commissions	412	368	255	127
Cash paid for licenses	—	—	—	91
Affiliate				
Cash paid for principal	$ 19,000	$ —	$ —	$ —
Cash received for principal	(5,000)	—	—	—
Cash paid for interest	22	—	—	—

14. Subsequent Events

On March 15, 2019, the Company entered into an integration and purchase agreement with MegaChips, whereby the Company agreed to supply MegaChips with certain resonators for use in certain of MegaChips' products, along with a license to use certain circuits with these resonators. Under this agreement, MegaChips has minimum quantity purchase commitments.

SiTime Corporation

Notes to Consolidated Financial Statements—(Continued)

On March 31, 2019, the Company's outstanding loan with MegaChips matured and the loan was renewed for an additional three-month period with an interest rate of 3.40% and a maturity date of June 28, 2019.

The Company submitted its draft registration statement on Form S-1 with the Securities and Exchange Commission on May 31, 2019.

The Company evaluated subsequent events through May 31, 2019, the date the consolidated financial statements were available to be issued except for the effects of the reclassifications discussed in Note 1, as to which the date is July 16, 2019. There were no other significant subsequent events that had occurred that would require recognition in these consolidated financial statements.

15. Subsequent Events (unaudited)

The Company has reviewed and evaluated subsequent events that occurred through October 23, 2019, the date that the unaudited condensed consolidated interim financial statements were available to be issued, and determined that no additional subsequent events had occurred that would require recognition in these unaudited condensed consolidated interim financial statements.

On October 16, 2019, a pricing committee of the Company's board of directors approved an amendment and restatement of the Company's certificate of incorporation to (i) increase the total number of authorized shares of its common stock to 200,000,000 shares, (ii) change the par value of its common stock to $0.0001 per share, and (iii) effect a 1-for-30,000 stock split, which was within the range previously approved by its sole stockholder. These changes became effective upon filing of the Company's amended and restated certificate of incorporation on October 18, 2019. The Company adjusted share and per share amounts in these consolidated financial statements and accompanying notes to reflect such stock split.

On October 3, 2019, the Company's board of directors authorized, subject to stockholder approval, 4,700,000 shares of its common stock to be reserved for future issuance under its 2019 Stock Incentive Plan, which also contains provisions to automatically increase the number of shares reserved on an annual basis.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all costs and expenses, other than underwriting discounts and commissions, payable by SiTime Corporation, or the Registrant, in connection with the sale of the common stock being registered. All amounts shown are estimates except for the Securities and Exchange Commission, or the SEC, registration fee, the FINRA filing fee and the Nasdaq listing fee.

	Amount
SEC registration fee	$ 12,980
FINRA filing fee	15,000
Nasdaq listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous fees and expenses	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

The Registrant is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law, or the DGCL, provides that a Delaware corporation may indemnify any persons who were, are, or are threatened to be made, parties to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee, or agent of such corporation, or is or was serving at the request of such corporation as an officer, director, employee, or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were, are, or are threatened to be made, a party to any threatened, pending, or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee, or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) actually and reasonably incurred.

The Registrant's amended and restated certificate of incorporation provides for the indemnification of its directors to the fullest extent permitted under the DGCL. The Registrant's amended and restated bylaws provide for the indemnification of its directors and officers to the fullest extent permitted under the DGCL. Each of the Registrant's amended and restated certificate of incorporation and amended and restated bylaws will become effective upon completion of this offering.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any:

- transaction from which the director derives an improper personal benefit;
- act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or redemption of shares; or
- breach of a director's duty of loyalty to the corporation or its stockholders.

The Registrant's amended and restated certificate of incorporation includes such a provision. Under the Registrant's amended and restated bylaws, expenses incurred by any director or officers in defending any such action, suit, or proceeding in advance of its final disposition shall be paid by the Registrant upon delivery to it of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Registrant, as long as such undertaking remains required by the DGCL.

Section 174 of the DGCL provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

As permitted by the DGCL, the Registrant has entered into indemnity agreements with each of its directors and officers that require the Registrant, among other things, to indemnify its directors and officers against certain liabilities which may arise by reason of their status or service as directors or officers to the fullest extent not prohibited by law. These indemnification agreements may be sufficiently broad to permit indemnification of the Registrant's officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act. Under these agreements, the Registrant is not required to provide indemnification for certain matters. The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder.

There is at present no pending litigation or proceeding involving any of the Registrant's directors or executive officers as to which indemnification is required or permitted, and the Registrant is not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

The Registrant intends to enter into an insurance policy that covers its officers and directors with respect to certain liabilities, including liabilities arising under the Securities Act or otherwise.

The Registrant plans to enter into an underwriting agreement which provides that the underwriters are obligated, under some circumstances, to indemnify the Registrant's directors, officers, and controlling persons against specified liabilities, including liabilities under the Securities Act.

Item 15. Recent Sales of Unregistered Securities.

The Registrant has not issued and sold any unregistered securities within the past three years.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

The list of exhibits is set forth under "Exhibit Index" at the end of this registration statement and is incorporated herein by reference.

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(b) Financial Statement Schedules.

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(a) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(b) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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EXHIBIT INDEX

Exhibit No.	Description
1.1	Form of Underwriting Agreement.
3.1	Amended and Restated Certificate of Incorporation, as amended and as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation, to be effective upon completion of this offering.
3.3	Bylaws, as amended and as currently in effect.
3.4	Form of Amended and Restated Bylaws, to be effective upon completion of this offering.
4.1	Form of Common Stock Certificate of the Registrant.
5.1†	Opinion of Pillsbury Winthrop Shaw Pittman LLP.
10.1+	Form of Indemnification Agreement between the Registrant and its directors and officers.
10.2+	2019 Stock Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise, Stock Option Grant Notice, Restricted Stock Unit Agreement, and Restricted Stock Agreement thereunder.
10.3+	New Terms of Employment, dated October 21, 2014, between Rajesh Vashist and the Registrant.
10.4+	Amendment to Terms of Employment Letter, dated June 14, 2016, between Rajesh Vashist and the Registrant.
10.5+	Offer of Employment, dated September 24, 2019, between Arthur D. Chadwick and the Registrant.
10.6+	Offer of Employment, dated January 27, 2018, between Lionel Bonnot and the Registrant.
10.7+	New Terms of Employment, dated October 20, 2014, between Piyush B. Sevalia and the Registrant.
10.8+	Change of Control and Severance Agreement, between the Registrant and Rajesh Vashist.
10.9+	Form of Change of Control and Severance Agreement, between the Registrant and its Executives.
10.10+	MegaChips Corporation Restricted Stock Unit Plan, effective May 13, 2016.
10.11+	Form of Restricted Stock Unit Agreement, among MegaChips Corporation, the Registrant and the participant.
10.12	Bank Transaction Agreement, dated August 31, 2015, between the Registrant and The Bank of Tokyo-Mitsubishi UFJ, Ltd.
10.13	Uncommitted and Revolving Credit Line Agreement, dated September 21, 2018, between the Registrant and Sumitomo Mitsui Banking Corporation.
10.14	Loan Agreement, dated September 13, 2016, between the Registrant and MegaChips Corporation.
10.15	Distribution Agreement, dated April 1, 2015, between the Registrant and MegaChips Corporation, and related Memorandums of Understanding dated April 1, 2015 and January 1, 2019.
10.16	Integration and Purchase Agreement, dated March 15, 2019, between the Registrant and MegaChips Corporation.
10.17	Lease, dated April 15, 2016, between the Registrant and Batton Associates, LLC.
10.18*	License Agreement, dated August 1, 2018, between the Registrant and Robert Bosch LLC.
10.19*	Amended and Restated Manufacturing Agreement, dated February 23, 2017, between the Registrant and Robert Bosch LLC.
10.20*	Amendment No. 1 to Amended and Restated Manufacturing Agreement, dated August 1, 2018, between the Registrant and Robert Bosch LLC.

Exhibit No.	Description
10.21	Guaranty, dated June 29, 2018, by the Registrant and MegaChips Corporation.
10.22	Guaranty, dated June 28, 2019, by MegaChips Corporation.
16.1	Letter from PricewaterhouseCoopers LLP to the Securities and Exchange Commission.
21.1	Subsidiaries of the Registrant.
23.1	Consent of BDO USA, LLP, an Independent Registered Public Accounting Firm.
23.2†	Consent of Pillsbury Winthrop Shaw Pittman LLP (included in Exhibit 5.1).
24.1	Power of Attorney (see signature page hereto).
99.1	Consent to Reference in Registration Statement of Raman K. Chitkara.
99.2	Consent to Reference in Registration Statement of Edward H. Frank.
99.3	Consent to Reference in Registration Statement of Torsten G. Kreindl.
99.4	Consent to Reference in Registration Statement of Katherine E. Schuelke.
99.5	Consent to Reference in Registration Statement of Tom D. Yiu.

† To be filed by amendment.
+ Indicates management contract or compensatory plan.
* Portions of this exhibit have been omitted in accordance with Item 601 of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Clara, State of California, on October 23, 2019.

SITIME CORPORATION

/s/ Rajesh Vashist
Rajesh Vashist
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rajesh Vashist and Arthur D. Chadwick, and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in his or her name, place, or stead, in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments), and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Rajesh Vashist Rajesh Vashist	Chief Executive Officer and Director *(Principal Executive Officer)*	October 23, 2019
/s/ Arthur D. Chadwick Arthur D. Chadwick	Executive Vice President, Chief Financial Officer *(Principal Financial and Accounting Officer)*	October 23, 2019
/s/ Akira Takata Akira Takata	Director	October 23, 2019
/s/ Koichi Akeyama Koichi Akeyama	Director	October 23, 2019

Exhibit 1.1

[●] Shares

SITIME CORPORATION

Common Stock

($0.0001 Par Value Per Share)

UNDERWRITING AGREEMENT

[●], 2019

Barclays Capital Inc.
Stifel, Nicolaus & Company, Incorporated
As Representatives of the
several Underwriters named in
Schedule I hereto

c/o Barclays Capital Inc.
745 Seventh Avenue
New York, NY 10019

c/o Stifel, Nicolaus & Company, Incorporated
787 Seventh Avenue, 11th Floor
New York, NY 10019

Ladies and Gentlemen:

SiTime Corporation, a Delaware corporation (the "**Company**"), proposes to sell to the several underwriters (the "**Underwriters**") named on Schedule I hereto for whom you are acting as representatives (the "**Representatives**"), an aggregate of [●] shares (the "**Firm Shares**") of the Company's common stock, $0.0001 par value per share (the "**Common Stock**"). The respective amounts of the Firm Shares to be so purchased by the several Underwriters are set forth opposite their names on Schedule I hereto. The Company is a subsidiary of MegaChips Corporation ("**MegaChips**"), a corporation organized under the laws of Japan. The Company also proposes to sell at the Underwriters' option an aggregate of up to [●] additional shares of the Company's Common Stock (the "**Option Shares**") as set forth below.

As the Representatives, you have advised the Company that the several Underwriters are willing, acting severally and not jointly, to purchase the numbers of Firm Shares set forth opposite their respective names on Schedule I hereto, plus their pro rata portion of the Option Shares if you elect to exercise the option in whole or in part for the accounts of the several Underwriters. The Firm Shares and the Option Shares (to the extent the aforementioned option is exercised) are herein collectively called the "**Shares**".

In consideration of the mutual agreements contained herein and of the interests of the parties in the transactions contemplated hereby, the parties hereto agree as follows:

1. Representations and Warranties of the Company.

The Company represents and warrants to each of the Underwriters as follows:

(a) A registration statement on Form S-1 (File No. 333-[●]) with respect to the Shares has been prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended (the "**Act**"), and the rules and regulations (the "**Rules and Regulations**") of the Securities and Exchange Commission (the "**Commission**") thereunder and has been filed with the Commission. Copies of such registration statement, including any amendments thereto, the preliminary prospectuses (meeting the requirements of the Rules and Regulations) contained therein and the exhibits, financial statements and schedules, as finally amended and revised, have heretofore been delivered by the Company to you. Such registration statement, together with any registration statement filed by the Company pursuant to Rule 462(b) under the Act, is herein referred to as the "**Registration Statement**", which shall be deemed to include all information omitted therefrom in reliance upon Rules 430A, 430B or 430C under the Act and contained in the Prospectus referred to below, has become effective under the Act and no post-effective amendment to the Registration Statement has been filed as of the date of this equity underwriting agreement (this "**Agreement**"). "**Prospectus**" means the form of prospectus first filed with the Commission pursuant to and within the time limits described in Rule 424(b) under the Act. Each preliminary prospectus included in the Registration Statement prior to the time it becomes effective is herein referred to as a "**Preliminary Prospectus**".

(b) As of the Applicable Time (as defined below) and as of the Closing Date or the Option Closing Date, as the case may be, neither (i) the General Use Free Writing Prospectus (as defined below) issued at or prior to the Applicable Time, the Statutory Prospectus (as defined below) and the information included on Schedule II hereto, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Free Writing Prospectus (as defined below), when considered together with the General Disclosure Package, included or will include any untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that the Company makes no representations or warranties as to information contained in or omitted from any Issuer Free Writing Prospectus, in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of any Underwriter through the Representatives, specifically for use therein, it being understood and agreed that the only such information is that described in Section 12 hereof.

As used in this subsection and elsewhere in this Agreement:

"**Applicable Time**" means [●] p.m. (New York time) on the date of this Agreement or such other time as agreed to by the Company and the Representatives.

"**General Use Free Writing Prospectus**" means any Issuer Free Writing Prospectus (other than a "*bona fide* electronic road show," as defined in Rule 433 (the "Bona Fide Electronic Road Show") that is identified on Schedule III hereto.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus", as defined in Rule 433 under the Act, including without limitation any "free writing prospectus" (as defined in Rule 405 of the Rules and Regulations of the Act ("Rule 405")) relating to the Shares that is (i) required to be filed with the Commission by the Company, (ii) a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission or (iii) excepted from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Shares or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"**Limited Use Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Free Writing Prospectus.

"**Statutory Prospectus**" means the Preliminary Prospectus dated [●], 2019.

(c) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with requisite power and authority to own or lease its properties and conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus. Each of the subsidiaries of the Company (collectively, the "**Subsidiaries**") has been duly organized and is validly existing as a corporation, limited liability company or similar entity in good standing under the laws of the jurisdiction of its organization with requisite power and authority to own or lease its properties and conduct its business as described in the Registration Statement, the General Disclosure Package and the Prospectus. The Subsidiaries are the only subsidiaries, direct or indirect, of the Company. The Company and each of the Subsidiaries are duly qualified to transact business in all jurisdictions in which the conduct of their business requires such qualification except where the failure to be so qualified would not (i) have, individually or in the aggregate, a material adverse effect on the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and of the Subsidiaries taken as a whole or (ii) prevent the consummation of the transactions contemplated hereby (the occurrence of any such effect or any such prevention described in the foregoing clauses (i) and (ii) being referred to as a "**Material Adverse Effect**"). The outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable and are owned by the Company or another Subsidiary free and clear of all liens, encumbrances and equities and claims; and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligations into shares of capital stock or ownership interests in the Subsidiaries are outstanding. As of the date hereof, MegaChips owns, and prior to giving effect to the transactions contemplated by this Agreement will own, all of the outstanding shares of capital stock of the Company.

(d) From the time of the initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communication) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Act (an "**Emerging Growth Company**"). "**Testing-the-Waters Communication**" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act.

(e) The outstanding shares of Common Stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Shares to be issued and sold by the Company have been duly authorized and when issued and paid for as contemplated herein will be validly issued, fully paid and non-assessable; and no preemptive or similar rights of stockholders exist with respect to any of the Shares or the issue and sale thereof. Neither the filing of the Registration Statement nor the offering or sale of the Shares as contemplated by this Agreement gives rise to any rights, other than those which have been waived or satisfied, for or relating to the registration of any shares of Common Stock.

(f) The information set forth under the caption "Capitalization" in the Registration Statement and the Prospectus (and any similar section or information contained in the General Disclosure

Package) is true and correct. All of the Shares conform to the description thereof contained in the Registration Statement, the General Disclosure Package and the Prospectus. The form of certificates for the Shares conforms to the corporate law of the jurisdiction of the Company's incorporation and to any requirements of the Company's organizational documents. Subsequent to the respective dates as of which information is given in the Registration Statement, the General Disclosure Package and the Prospectus, except as otherwise specifically stated therein or in this Agreement, the Company has not: (i) issued any securities; (ii) incurred any liability or obligation, direct or contingent, for borrowed money; or (iii) declared or paid any dividend or made any other distribution on or in respect to its capital stock.

(g) The Commission has not issued an order preventing or suspending the use of any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus relating to the proposed offering of the Shares, and no proceeding for that purpose or pursuant to Section 8A of the Act has been instituted or, to the Company's knowledge, threatened by the Commission. The Registration Statement contains, and the Prospectus and any amendments or supplements thereto will contain, all statements which are required to be stated therein by, and will conform to, the requirements of the Act and the Rules and Regulations. The Registration Statement and any amendments thereto do not contain, and will not contain, any untrue statement of a material fact and do not omit, and will not omit, to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Prospectus and any amendments and supplements thereto do not contain, and will not contain, any untrue statement of a material fact; and do not omit, and will not omit, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that the Company makes no representations or warranties as to information contained in or omitted from the Registration Statement or the Prospectus, or any such amendment or supplement, in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of any Underwriter through the Representatives, specifically for use therein, it being understood and agreed that the only such information is that described in Section 12 hereof.

(h) No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified. The Company has made available a Bona Fide Electronic Road Show in compliance with Rule 433(d)(8)(ii) such that no filing of any "road show" (as defined in Rule 433(h)) is required in connection with the offering of the Shares.

(i) The Company (a) has not alone engaged in any Testing-the-Waters Communication other than Testing-the-Waters Communications with the consent of the Representatives with entities that are qualified institutional buyers within the meaning of Rule 144A under the Act or institutions that are accredited investors within the meaning of Rule 501 under the Act and (b) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Company has not distributed any Written Testing-the-Waters Communications other than those listed on Schedule IV hereto. "**Written Testing-the-Waters Communication**" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act.

(j) Any individual Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, complied in all material respects with the Act and, when considered together with the Pricing Disclosure Package as of the Applicable Time, did not and as of the Closing Date and the Additional Closing Date, as the case may be, will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Company has not, directly or indirectly, distributed and will not distribute any offering material in connection with the offering and sale of the Shares other than any Preliminary Prospectus, the Prospectus and other materials, if any, permitted under the Act and consistent with Section 4(b) hereof. The Company will file with the Commission all Issuer Free Writing Prospectuses in the time required under Rule 433(d) under the Act. The Company has satisfied or will satisfy the conditions in Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show.

(l) (A) At the time of filing the Registration Statement and (B) as of the date hereof (with such date being used as the determination date for purposes of this clause (B)), the Company was not and is not an "ineligible issuer" (as defined in Rule 405 under the Act, without taking into account any determination by the Commission pursuant to Rule 405 under the Act that it is not necessary that the Company be considered an ineligible issuer), including, without limitation, for purposes of Rules 164 and 433 under the Act with respect to the offering of the Shares as contemplated by the Registration Statement.

(m) The consolidated financial statements of the Company and its consolidated subsidiaries, together with related notes and schedules as set forth in the Registration Statement, the General Disclosure Package and the Prospectus, comply in all material respects with the applicable requirements of the Act and present fairly, in all material respects, the financial position and the results of operations and cash flows of the Company and the consolidated Subsidiaries, at the indicated dates and for the indicated periods. Such financial statements and related schedules have been prepared in accordance with United States generally accepted principles of accounting ("**GAAP**"), consistently applied throughout the periods involved, except as disclosed therein, and all adjustments necessary for a fair presentation of results for such periods have been made. The summary and selected consolidated financial and statistical data included in the Registration Statement, the General Disclosure Package and the Prospectus present fairly, in all material respects, the information shown therein and such data has been compiled on a basis consistent with the financial statements presented therein and the books and records of the Company. All disclosures contained in the Registration Statement, the General Disclosure Package and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the Rules and Regulations) comply with Regulation G of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and Item 10 of Regulation S-K under the Act, to the extent applicable. The Company and the Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations or any "variable interest entities" within the meaning of Financial Accounting Standards Board Interpretation No. 46), not disclosed in the Registration Statement, the General Disclosure Package and the Prospectus. There are no financial statements (historical or pro forma) that are required to be included in the Registration Statement, the General Disclosure Package or the Prospectus that are not included as required.

(n) BDO USA, LLP, who have certified certain of the financial statements filed with the Commission as part of the Registration Statement, the General Disclosure Package and the Prospectus, is an independent registered public accounting firm with respect to the Company and the Subsidiaries within the meaning of the Act and the applicable Rules and Regulations and the Public Company Accounting Oversight Board (United States) (the "**PCAOB**") as required by the Act.

(o) Solely to the extent that the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated by the Commission and The Nasdaq Global Select Market thereunder (collectively, the "**Sarbanes-Oxley Act**") have been applicable to the Company, there is and has been no

failure on the part of the Company and any of the Company's directors or officers to comply in all material respects with any provision of the Sarbanes-Oxley Act. The Company has taken all necessary actions to ensure that it is in compliance with all provisions of the Sarbanes-Oxley Act that are in effect and with which the Company is required to comply (including Section 402 related to loans) and is actively taking steps to ensure that it will be in compliance with other provisions of the Sarbanes-Oxley Act which will become applicable to the Company. As of the date of the initial filing of the registration statement referred to in Section 1(a) hereof, there were no outstanding personal loans made, directly or indirectly, by the Company to any director or executive officer of the Company.

(p) There is no legal, governmental, administrative or regulatory investigation, action, suit, claim or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, or to which any property of the Company or its subsidiaries is, or to the knowledge of the Company, would reasonably be expected to be, subject, before any court or regulatory or administrative agency or otherwise which if determined adversely to the Company or any of its subsidiaries would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no current or pending legal, governmental, administrative or regulatory investigations, actions, suits, claims or proceedings that are required under the Act to be described in the Registration Statement, the General Disclosure Package or the Prospectus that are not so described in the Registration Statement, the General Disclosure Package or the Prospectus. There are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the General Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the General Disclosure Package or the Prospectus.

(q) The Company and its subsidiaries have good and marketable title to all of the properties and assets reflected in the consolidated financial statements hereinabove described or described in the Registration Statement, the General Disclosure Package and the Prospectus, subject to no lien, mortgage, pledge, charge or encumbrance of any kind except those reflected in such financial statements or described in the Registration Statement, the General Disclosure Package and the Prospectus or which (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries or (ii) would, individually or in the aggregate, have a Material Adverse Effect. The Company and its subsidiaries occupy their leased properties under valid and binding leases conforming in all material respects to the description thereof set forth in the Registration Statement, the General Disclosure Package and the Prospectus, with such exceptions as do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries.

(r) The Company and its subsidiaries have filed all U.S. federal, state, local and foreign tax returns which have been required to be filed and have paid all taxes indicated by such returns and all assessments received by them or any of them to the extent that such taxes have become due and are not being contested in good faith and for which an adequate reserve or accrual has been established in accordance with GAAP. To the Company's knowledge, all tax liabilities have been adequately provided for in the financial statements of the Company, and the Company does not know of any actual or proposed additional material tax assessments.

(s) Since the date of the most recent financial statements included in the Registration Statement, the General Disclosure Package and the Prospectus, (i) there has not been any material adverse change or any development involving a prospective material adverse change in or affecting the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise), or prospects of the Company and its subsidiaries taken as a whole, whether or not occurring in the ordinary course of business, (ii) there has not been any material transaction entered into or any material transaction

that is probable of being entered into by the Company or its subsidiaries, other than transactions in the ordinary course of business and changes, developments and transactions described in the Registration Statement, the General Disclosure Package and the Prospectus, as each may be amended or supplemented, and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus.

(t) Neither the Company nor any of its subsidiaries is or with the giving of notice or lapse of time or both, will be, (i) in violation of its certificate or articles of incorporation, charter, by-laws, certificate of formation, limited liability company agreement, partnership agreement or other organizational documents, as applicable, (ii) in violation of or in default under any agreement, lease, contract, indenture or other instrument or obligation to which it is a party or by which it, or any of its properties, is bound or (iii) in violation of any law, order, rule or regulation judgment, order, writ or decree applicable to the Company or any subsidiary of any court or of any government, regulatory body or administrative agency or other governmental body having jurisdiction over the Company or any subsidiary, or any of their properties or assets, except in the case of clauses (ii) and (iii), for such violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated and the fulfillment of the terms hereof do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust or other agreement or instrument to which the Company or any subsidiary is a party or by which the Company or any subsidiary or any of their respective properties is bound, or (B) of the certificate of incorporation or formation, articles of incorporation or association, charter, by-laws or other organizational documents, as applicable, of the Company or (C) any law, order, rule or regulation judgment, order, writ or decree applicable to the Company or any subsidiary of any court or of any government, regulatory body or administrative agency or other governmental body having jurisdiction over the Company or any subsidiary, or any of their properties or assets, except in the case of clauses (A) and (C), for such violations or defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(u) The execution and delivery of, and the performance by the Company of its obligations under, this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Company, and this Agreement has been duly executed and delivered by the Company.

(v) Each approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body necessary in connection with the execution and delivery by the Company of this Agreement and the consummation of the transactions herein contemplated has been obtained or made and is in full force and effect (except such additional steps as may be required by the Commission, the Financial Industry Regulatory Authority, Inc. ("**FINRA**") or such additional steps as may be necessary to qualify the Shares for public offering by the Underwriters under state securities or Blue Sky laws).

(w) Except as would not, individually or in the aggregate, have a Material Adverse Effect, (i) the Company and its subsidiaries (i) hold all licenses, registrations, certificates and permits from governmental authorities (collectively, "**Governmental Licenses**") which are necessary to the conduct of their business, (ii) are in compliance with the terms and conditions of all Governmental Licenses, and all Governmental Licenses are valid and in full force and effect, and (iii) have not received any written or other notice of proceedings relating to the revocation or modification of any Governmental License.

(x) The Company and its subsidiaries own or possess the right to use all patents, inventions, trademarks, trade names, service marks, logos, trade dress, designs, data, database rights, Internet domain names, rights of privacy, rights of publicity, copyrights, works of authorship, license rights, trade secrets, know-how and proprietary information (including unpatented and unpatentable proprietary or confidential information, inventions, systems or procedures) and other industrial property and intellectual property rights, as well as related rights, such as moral rights and the right to sue for all past, present and future infringements or misappropriations of any of the foregoing, and registrations and applications for registration of any of the foregoing (collectively, "**Intellectual Property**") necessary to conduct their business as presently conducted and currently contemplated to be conducted in the future, except where any failure to own or possess such rights would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of the Subsidiaries, whether through their respective products and services or the conduct of their respective businesses, has infringed, misappropriated, conflicted with or otherwise violated, or is currently infringing, misappropriating, conflicting with or otherwise violating, and none of the Company or the Subsidiaries have received any communication or notice of infringement of, misappropriation of, conflict with or violation of, any Intellectual Property of any other person or entity, where such infringements, misappropriations, conflicts or violations would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth in the Registration Statement, the General Disclosure Package and the Prospectus, neither the Company nor any of the Subsidiaries has received any communication or notice alleging that by conducting their business as set forth in the Registration Statement, the General Disclosure Package or the Prospectus, such parties would infringe, misappropriate, conflict with, or violate, any of the Intellectual Property of any other person or entity. The Company has no knowledge of infringement, misappropriation or violation by others of Intellectual Property owned by or licensed to the Company or the Subsidiaries. The Company and its Subsidiaries have taken all reasonable steps necessary to secure their interests in such Intellectual Property from their employees and contractors and to protect the confidentiality of all of their confidential information and trade secrets.

(y) None of the Intellectual Property or technology (including information technology and outsourced arrangements) employed by the Company or the Subsidiaries has been obtained or is being used by the Company or the Subsidiaries in violation of any contractual obligation binding on the Company or any of the Subsidiaries or any of their respective officers, directors or employees or otherwise in violation of the rights of any persons. The Company and the Subsidiaries own or have a valid right to access and use all material computer systems, networks, hardware, software, databases, websites, and equipment used to process, store, maintain and operate data, information, and functions used in connection with the business of the Company and the Subsidiaries (the "**Company IT Systems**"). The Company IT Systems are adequate for, and operate and perform in all material respects as required in connection with, the operations of the Company and the Subsidiaries as currently conducted and as set forth in the Registration Statement, the General Disclosure Package and the Prospectus. The Company and the Subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all Company IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and the Subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of Company IT Systems and Personal Data and to the protection of such Company IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(z) Neither the Company nor, to the Company's knowledge, any of its affiliates (including MegaChips, for the avoidance of doubt), has taken or will take, directly or indirectly, any action designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the shares of Common Stock to facilitate the sale or resale of the Shares.

(aa) Neither the Company nor any Subsidiary is or, after giving effect to the offering and sale of the Shares contemplated hereunder and the application of the net proceeds from such sale as described in the Registration Statement, the General Disclosure Package and the Prospectus, will be required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "**1940 Act**").

(bb) The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. There are no material weaknesses in the Company's internal control over financial reporting, and there has been no change in internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package and the Prospectus. The Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which have adversely affected or are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(cc) The Company has established and maintains "disclosure controls and procedures" (as defined in Rules 13a-14(c) and 15d-14(c) under the Exchange Act), the Company's "disclosure controls and procedures" are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and regulations under the Exchange Act, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the Chief Executive Officer and Chief Financial Officer of the Company required under the Exchange Act with respect to such reports.

(dd) The statistical, industry-related and market-related data included in the Registration Statement, the General Disclosure Package and the Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate in all material respects, and such data agree with the sources from which they are derived.

(ee) The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including without limitation, those of Title 18 U.S. Code section 1956 and 1957, the Bank Secrecy Act of 1970, otherwise known as the Currency and Foreign Transactions Reporting Act, as amended, the money laundering statutes of all jurisdictions where the Company or any of its Subsidiaries conducts business, the rules and regulations thereunder, and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency having jurisdiction over the Company or any of the Subsidiaries, and any international anti-money laundering guidelines, principles or procedures issued by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, and any Executive Order, directive, or regulation pursuant to the authority or to the enforcement of any of the foregoing, or any orders or licenses issued thereunder (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ff) Neither the Company nor any of the Subsidiaries, nor any director, officer, or employee of the Company or any of the Subsidiaries, nor, to the Company's knowledge, any agent, other affiliate or other person associated with or acting on behalf of the Company or any of the Subsidiaries, or benefiting in any capacity in connection with this Agreement, is currently the subject or the target of any sanctions administered or imposed by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), the U.S. Department of Commerce, or the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury or any similar sanctions imposed by any governmental body to which the Company or any of its Subsidiaries is subject (collectively, "**Sanctions**")), nor is owned or controlled by an individual or entity that is currently the subject or target of any Sanctions, nor is located, organized or resident in a country or territory that is the subject of Sanctions (a "**Sanctioned Country**") (including, without limitation, Crimea, Cuba, Iran, North Korea and Syria); nor is designated as a 'specially designated national' or a 'blocked person' by the U.S. Government. Neither the Company nor its Subsidiaries have engaged in during the past five years, are not now engaged in, and will not engage in, any prohibited dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country; and the Company will not directly or indirectly use the proceeds of the offering of the securities hereunder, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding or facilitating, is the subject or target of Sanctions; (ii) to fund or facilitate any activities of or business in any Sanctioned Country in violation of Sanctions; or (iii) in any other manner that will result in a Sanctions violation by any person (including any person participating in the transaction, whether as an initial purchaser, underwriter, advisor, investor or otherwise).

(gg) Neither the Company nor any of the Subsidiaries, nor any director, officer, or employee of the Company or any of the Subsidiaries, nor, to the Company's knowledge, any agent, other affiliate or other person associated with or acting on behalf of the Company or any of the Subsidiaries: (i) has used any funds for any unlawful contribution, gift, property, entertainment or other unlawful expense related to political activity; (ii) has made, taken or will take any action to further or facilitate any offer, payment, gift, promise to pay, or any offer, gift or promise of anything else of value, directly or indirectly, to any person knowing that all or a portion of the payment will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business for the Company or its Subsidiaries, or to secure an improper advantage for the Company or its Subsidiaries; (iii) has made, offered, taken, or will

make, offer or take any act in furtherance of any bribe, unlawful rebate, payoff, influence payment, property, gift, kickback or other unlawful payment; or (iv) is aware of, has taken, or will take any action, directly or indirectly, that would result in a violation of any provision of the Bribery Act 2010 of the United Kingdom, the OECD Convention on Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations there under. The Company, the Subsidiaries and their affiliates have each conducted their businesses in compliance with all applicable anti-bribery and anti-corruption laws and/or regulations and have instituted and maintain policies and procedures reasonably designed to promote and ensure continued compliance with all applicable anti-bribery and anti-corruption laws and with the representation and warranty contained herein. The Company, the Subsidiaries and their affiliates will not, directly or indirectly, use the proceeds of the offering and sale of the Shares or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financial or facilitating any activity that would violate the laws and regulations as referred to in section (iv) above.

(hh) The Company and each of the Subsidiaries carry, or are covered by, insurance, from insurers of recognized financial responsibility, in such amounts and covering such risks as the Company reasonably believes is adequate for the conduct of their respective businesses and the value of their respective properties and as is prudent and customary for similarly-situated companies engaged in similar businesses; neither the Company nor any of the Subsidiaries have been refused any coverage under insurance policies sought or applied for; and the Company and the Subsidiaries have no reason to believe that they will not be able to renew their existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue their respective businesses at a cost that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Each “employee benefit plan” (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder (“**ERISA**”)) for which the Company or any member of its “Controlled Group” (defined as any organization that is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the “**Code”**)) would have liability (each a “**Plan**”) is, or upon its effectiveness will be, in compliance in all material respects with all presently applicable statutes, rules and regulations, including ERISA and the Code; (ii) with respect to each Plan subject to Title IV of ERISA (a) no “reportable event” (as defined in Section 4043 of ERISA) has occurred for which the Company or any member of its Controlled Group would have any liability; and (b) neither the Company nor any member of its Controlled Group has incurred or expects to incur liability under Title IV of ERISA (other than for contributions to the Plan or premiums payable to the Pension Benefit Guaranty Corporation, in each case in the ordinary course and without default); (iii) no Plan which is or is to be subject to Section 412 of the Code or Section 302 of ERISA has failed to satisfy the minimum funding standard within the meaning of such sections of the Code or ERISA; and (iv) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(jj) There are no affiliations or associations between any member of FINRA and any of the Company’s officers, directors or 5% or greater securityholders.

(kk) Except in each case as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus: (i) the Company and each Subsidiary have complied and are in compliance, in all material respects, with all applicable federal, state, local, foreign and international laws (including the common law), statutes, rules, regulations, orders, judgments, decrees or other legally binding requirements of any court, administrative agency or other governmental authority relating

to pollution or to the protection of the environment, natural resources or human health or safety, or to the manufacture, use, generation, treatment, storage, disposal, release or threatened release of hazardous or toxic substances, pollutants, contaminants or wastes, or the arrangement for such activities (**"Environmental Laws"**); (ii) the Company and each Subsidiary have obtained and are in compliance, in all material respects, with all permits, licenses, authorizations or other approvals required of them under Environmental Laws to conduct their respective businesses and are not subject to any action to revoke, terminate, cancel, limit, amend or appeal any such permits, licenses, authorizations or approvals; (iii) neither the Company nor any Subsidiary is a party to any judicial or administrative proceeding (including a notice of violation) under any Environmental Laws (a) to which a governmental authority is also a party and which involves potential monetary sanctions, unless it could reasonably be expected that such proceeding will result in monetary sanctions of less than $100,000, or (b) which is otherwise material; and no such proceeding has been threatened or is known to be contemplated; (iv) neither the Company nor any Subsidiary has received notice or is otherwise aware of any pending or threatened material claim or potential liability under Environmental Laws in respect of its past or present business, operations (including the disposal of hazardous substances at any off-site location), facilities or real property (whether owned, leased or operated) or on account of any predecessor or any person whose liability under any Environmental Laws it has agreed to assume; and neither the Company nor any Subsidiary is aware of any facts or conditions that could reasonably be expected to give rise to any such claim or liability; and (v) neither the Company nor any Subsidiary is aware of any matters regarding compliance with existing or reasonably anticipated Environmental Laws, or with any liabilities or other obligations under Environmental Laws (including asset retirement obligations), that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its Subsidiaries.

(ll) The Shares have been approved for listing subject to notice of issuance on The Nasdaq Global Select Market (the "**Exchange**").

(mm) There are no relationships, direct or indirect, or related-party transactions involving the Company or any of the Subsidiaries or any other person required to be described in the Registration Statement and the Prospectus which have not been described in such documents and the General Disclosure Package as required.

(nn) No Subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company.

(oo) No material labor disturbance by or dispute with employees of the Company or any of the Subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that could have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole.

(pp) Neither the Company nor any of the Subsidiaries nor, to the Company's knowledge, MegaChips is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any of the Subsidiaries or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares.

2. Purchase, Sale and Delivery of the Firm Shares.

(a) On the basis of the representations, warranties and covenants herein contained, and subject to the conditions herein set forth, the Company agrees to sell to the Underwriters and each Underwriter agrees, severally and not jointly, to purchase, at a price of $[●] net price per share, the number of Firm Shares set forth opposite the name of each Underwriter on Schedule I hereto, subject to adjustments in accordance with Section 8 hereof.

(b) Payment for the Firm Shares to be sold hereunder is to be made in federal (same day) funds against delivery of certificates therefor to the Representatives for the several accounts of the Underwriters. Such payment and delivery are to be made through the facilities of The Depository Trust Company, New York, New York, at 10:00 a.m., New York time, on the third business day after the date of this Agreement or at such other time and date not later than five business days thereafter as you and the Company shall agree upon, such time and date being herein referred to as the "**Closing Date**". As used herein, "**business day**" means a day on which the Exchange is open for trading and on which banks in New York are open for business and not permitted by law or executive order to be closed.

(c) In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the several Underwriters to purchase the Option Shares at the price per share as set forth in Section 2(a) hereof, solely to cover over-allotments, if any. The option granted hereby may be exercised in whole or in part by giving written notice (i) at any time before the Closing Date and (ii) at any time, from time to time thereafter within 30 days after the date of this Agreement, by you, as Representatives of the several Underwriters, to the Company setting forth the number of Option Shares as to which the several Underwriters are exercising the option and the time and date at which such certificates are to be delivered. The time and date at which certificates for Option Shares are to be delivered shall be determined by the Representatives but shall not be earlier than three nor later than 10 full business days after the exercise of such option, nor in any event prior to the Closing Date (such time and date being herein referred to as the "**Option Closing Date**"). If the date of exercise of the option is three or more days before the Closing Date, the notice of exercise shall set the Closing Date as the Option Closing Date. The number of Option Shares to be purchased by each Underwriter shall be in the same proportion to the total number of Option Shares being purchased as the number of Firm Shares being purchased by such Underwriter bears to the total number of Firm Shares, adjusted by you in such manner as to avoid fractional shares. You, as Representatives of the several Underwriters, may cancel such option at any time prior to its expiration by giving written notice of such cancellation to the Company. To the extent, if any, that the option is exercised, payment for the Option Shares shall be made on the Option Closing Date in federal (same day funds) through the facilities of The Depository Trust Company in New York, New York drawn to the order of the Company.

3. Offering by the Underwriters.

It is understood that the several Underwriters are to make a public offering of the Firm Shares as soon as the Representatives deem it advisable to do so. The Firm Shares are to be initially offered to the public at the initial public offering price set forth in the Prospectus. The Representatives may from time to time thereafter change the public offering price and other selling terms.

It is further understood that you will act as the Representatives for the Underwriters in the offering and sale of the Shares in accordance with a Master Agreement Among Underwriters entered into by you and the several other Underwriters.

4. Covenants of the Company.

The Company covenants and agrees with the several Underwriters that:

(a) The Company will (A) prepare and timely file with the Commission under Rule 424(b) under the Act a Prospectus in a form approved by the Representatives containing information previously omitted at the time of effectiveness of the Registration Statement in reliance on Rules 430A, 430B or 430C under the Act and (B) not file any amendment to the Registration Statement or distribute an amendment or supplement to the General Disclosure Package or the Prospectus of which the Representatives shall not previously have been advised and furnished with a copy or to which the Representatives shall have reasonably objected in writing or which is not in compliance with the Rules and Regulations.

(b) The Company will (i) not make any offer relating to the Shares that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Act) required to be filed by the Company with the Commission under Rule 433 under the Act unless the Representatives approve its use in writing prior to first use (such approval not to be unreasonably withheld) (each, a "**Permitted Free Writing Prospectus**"); *provided* that the prior written consent of the Representatives hereto shall be deemed to have been given in respect of the Issuer Free Writing Prospectuses included on Schedule III hereto, (ii) treat each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, (iii) comply with the requirements of Rules 164 and 433 under the Act applicable to any Issuer Free Writing Prospectus, including the requirements relating to timely filing with the Commission, legending and record keeping and (iv) not take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Act a free writing prospectus prepared by or on behalf of such Underwriter that such Underwriter otherwise would not have been required to file thereunder. The Company will satisfy the conditions in Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show.

(c) [The Company will prepare a final term sheet (the "**Final Term Sheet**") reflecting the final terms of the Shares, in form and substance satisfactory to the Representatives, and shall file such Final Term Sheet as an Issuer Free Writing Prospectus pursuant to Rule 433 under the Act prior to the close of business two business days after the date hereof; *provided* that the Company shall provide the Representatives with copies of any such Final Term Sheet a reasonable amount of time prior to such proposed filing and will not use or file any such document to which the Representatives or counsel to the Underwriters shall reasonably object.][1]

(d) The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (a) completion of the distribution of the Securities within the meaning of the Act and (b) completion of the 180-day restricted period referred to in Section 4(k) hereof.

(e) The Company will advise the Representatives promptly (A) when the Registration Statement or any post-effective amendment thereto shall have become effective, (B) of receipt of any comments from the Commission, (C) when any supplement to the Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication or any amendment to the Prospectus has been filed, (D) of any request of the Commission for amendment of the Registration Statement or for supplement to the General Disclosure Package or the Prospectus or for any additional information, including,

1 To include only if final term sheet is used.

but not limited to, any request for information concerning any Written Testing-the-Waters Communication, (E) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any order preventing or suspending the use of any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus or any Written Testing-the-Waters Communication, or of the institution of any proceedings for that purpose or pursuant to Section 8A of the Act, (F) of the occurrence of any event or development within the Prospectus Delivery Period as a result of which the Prospectus, the General Disclosure Package, any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the General Disclosure Package, any such Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication is delivered to a purchaser, not misleading, and (G) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Shares for offer and sale in any jurisdiction or the initiation or, to the knowledge of the Company, threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any order referred to in clause (E) or (G) of this paragraph and to obtain as soon as practicable the lifting thereof, if issued.

(f) The Company will cooperate with the Representatives in endeavoring to qualify the Shares for sale under the securities laws of such jurisdictions as the Representatives may reasonably have designated in writing and will make such applications, file such documents, and furnish such information as may be reasonably required for that purpose; *provided* that the Company shall not be required to (x) qualify as a foreign corporation, (y) file a general consent to service of process in any jurisdiction where it is not now so qualified or required to file such a consent, or (z) subject itself to taxation in any such jurisdiction if it is not otherwise so subject. The Company will, from time to time, prepare and file such statements, reports, and other documents, as are or may be required to continue such qualifications in effect for so long a period as the Representatives may reasonably request for distribution of the Shares.

(g) The Company will deliver to, or upon the order of, the Representatives, from time to time, as many copies of any Preliminary Prospectus as the Representatives may reasonably request. The Company will deliver to, or upon the order of, the Representatives, from time to time, as many copies of any Issuer Free Writing Prospectus as the Representatives may reasonably request. The Company will deliver to, or upon the order of, the Representatives during the period when delivery of a Prospectus (or, in lieu thereof, the notice referred to under Rule 173(a) under the Act) (the "**Prospectus Delivery Period**") is required under the Act, as many copies of the Prospectus in final form, or as thereafter amended or supplemented, as the Representatives may reasonably request. If requested, the Company will deliver to the Representatives at or before the Closing Date, four signed copies of the Registration Statement and all amendments thereto including all exhibits filed therewith, and will deliver to the Representatives such number of copies of the Registration Statement (including such number of copies of the exhibits filed therewith that may reasonably be requested), and of all amendments thereto, as the Representatives may reasonably request.

(h) The Company will comply with the Act and the Rules and Regulations, and the Exchange Act, and the rules and regulations of the Commission thereunder, so as to permit the completion of the distribution of the Shares as contemplated in this Agreement and the Prospectus. If during the period in which a prospectus (or, in lieu thereof, the notice referred to under Rule 173(a) under the Act) is required by law to be delivered by an Underwriter or dealer, any event or development shall occur as a result of which, in the judgment of the Company or in the reasonable opinion of the Underwriters, it becomes necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances existing at the time the Prospectus is delivered to a purchaser, not misleading,

or, if it is necessary at any time to amend or supplement the Prospectus to comply with any law, the Company promptly will prepare and file with the Commission an appropriate amendment to the Registration Statement or supplement to the Prospectus so that the Prospectus as so amended or supplemented will not, in the light of the circumstances when it is so delivered, be misleading, or so that the Prospectus will comply with the law.

(i) If the General Disclosure Package is being used to solicit offers to buy the Shares at a time when the Prospectus is not yet available to prospective purchasers and any event or development shall occur or condition shall exist as a result of which, in the judgment of the Company or in the reasonable opinion of the Underwriters, it becomes necessary to amend or supplement the General Disclosure Package in order to make the statements therein, in the light of the circumstances, not misleading, or to make the statements therein not conflict with the information contained in the Registration Statement then on file, or if it is necessary at any time to amend or supplement the General Disclosure Package to comply with any law, the Company promptly will prepare, file with the Commission (if required) and furnish to the Underwriters and any dealers an appropriate amendment or supplement to the General Disclosure Package.

(j) The Company will make generally available to its security holders, as soon as it is practicable to do so, but in any event not later than 15 months after the effective date of the Registration Statement, an earnings statement (which need not be audited) in reasonable detail, covering a period of at least 12 consecutive months beginning after the effective date of the Registration Statement, which earnings statement shall satisfy the requirements of Section 11(a) of the Act and Rule 158 under the Act and will advise you in writing when such statement has been so made available, which requirements may be satisfied by filing on the Commission's Electronic Data Gathering, Analysis and Retrieval System ("**EDGAR**").

(k) No offering, pledge, sale, contract to sell, short sale or other disposition of any shares of Common Stock or other securities convertible into or exchangeable or exercisable for shares of Common Stock or derivative of Common Stock (or agreement for such) whether directly or indirectly, and no filing or confidential submission of a registration statement with the Commission relating to the offering of shares of Common Stock or other securities convertible into or exchangeable or exercisable for shares of Common Stock will be made, in each case for a period of 180 days after the date of the Prospectus by the Company or, in each case except for (i) the issue and sale of the Shares hereunder, (ii) grants of stock options, stock appreciation rights, restricted stock, restricted stock units, deferred stock units or other stock-based awards pursuant to the SiTime Corporation 2019 Stock Incentive Plan (the "**SiTime Stock Plan**"), (iii) issuances of Common Stock pursuant to the exercise, conversion or vesting of stock options, stock appreciation rights, restricted stock, restricted stock units, deferred stock units or other stock-based awards granted pursuant to the SiTime Stock Plan, (iv) issuances of Common Stock pursuant to an employee stock purchase plan and the filing of one or more registration statements on Form S-8 in connection therewith or (v) or with the prior written consent of Barclays Capital Inc.

(l) The Company will use its best efforts to list the Shares on the Exchange.

(m) The Company has caused each officer and director and specific shareholder(s) of the Company to execute and deliver to you, on or prior to the date of this agreement, a letter or letters, substantially in the form attached hereto as A (the "**Lockup Agreement**"). If Barclays Capital Inc., in its sole discretion, agrees to release or waive the restrictions set forth in a Lockup Agreement for an officer or director of the Company and provides the Company with notice of the impending release or waiver, substantially in the form attached as Exhibit B hereto, at least three business days before the effective date

of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Exhibit C hereto through a major news service at least two business days before the effective date of the release or waiver.

(n) The Company shall apply the net proceeds of its sale of the Shares as set forth in the Registration Statement, the General Disclosure Package and the Prospectus and shall file with the Commission such information as may be required by Rule 463 under the Act.

(o) The Company shall not invest, or otherwise use the proceeds received by the Company from its sale of the Shares in such a manner as would require the Company or any of the Subsidiaries to register as an investment company under the 1940 Act.

(p) The Company will maintain a transfer agent and, if necessary under the jurisdiction of incorporation of the Company, a registrar for the Common Stock.

(q) The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

5. Costs and Expenses.

The Company will pay all costs, expenses and fees incident to the performance of the obligations of the Company under this Agreement, including, without limiting the generality of the foregoing, the following: (i) accounting fees of the Company; (ii) the fees and disbursements of counsel for the Company; (iii) all costs and expenses related to the transfer and delivery of the Shares to the Underwriters, including any transfer or other taxes payable thereon; (iv) any roadshow expenses; *provided*, *however*, that, in connection with meetings with prospective purchasers and any roadshow undertaken in connection with the marketing of the Shares, (A) the Company and the Underwriters will each bear 50% of the costs associated with any chartered aircraft used, and (B) the Company and the Underwriters will each pay their own lodging and other costs associated with the roadshow; (v) the cost of printing and delivering to, or as requested by, the Underwriters copies of the Registration Statement, Preliminary Prospectuses, the Issuer Free Writing Prospectuses, the Prospectus, this Agreement, the listing application, any Blue Sky survey, in each case, any supplements or amendments thereto; (vi) the filing fees of the Commission; (vii) the filing fees and expenses (including reasonable and documented legal fees and disbursements) incident to securing any required review by FINRA of the terms of the sale of the Shares; (viii) all expenses and application fees related to the listing of the Shares on of the Exchange; (ix) the cost of printing certificates, if any, representing the Shares; (x) the costs and charges of any transfer agent, registrar or depositary; (xi) the costs and expenses (including without limitation any damages or other amounts payable in connection with legal or contractual liability) associated with the reforming of any contracts for sale of the Shares made by the Underwriters caused by a breach of the representation in Section 1(b) hereof); and (xii) the expenses, including the reasonable and documented fees and disbursements of counsel for the Underwriters, incurred in connection with the qualification of the Shares under foreign or state securities or Blue Sky laws and the preparation, printing and distribution of a Blue Sky memorandum (including the related fees and expenses of counsel for the Underwriters); *provided*, *however*, that the aggregate amount of legal fees and disbursements of counsel for the Underwriters incurred pursuant to subclauses (vii) and (xii) shall not exceed $[   ]. The Company shall not, however, be required to pay for any of the Underwriter's expenses (other than those related to qualification under FINRA regulation and state securities or Blue Sky laws) except that, if this Agreement shall not be consummated because the conditions in Section 6 hereof are not satisfied, or because this Agreement is terminated by the Representatives pursuant to Section 10 hereof, or by reason of any failure, refusal or inability on the part of the Company

to perform any undertaking or satisfy any condition of this Agreement or to comply with any of the terms hereof on their part to be performed, unless such failure, refusal or inability is due primarily to the default or omission of any Underwriter, the Company shall reimburse the several Underwriters for reasonable out-of-pocket expenses, including reasonable and documented fees and disbursements of counsel, reasonably incurred in connection with investigating, marketing and proposing to market the Shares or in contemplation of performing their obligations hereunder; but the Company shall not in any event be liable to any of the several Underwriters for damages on account of loss of anticipated profits from the sale by them of the Shares.

6. Conditions of Obligations of The Underwriters.

The several obligations of the Underwriters to purchase the Firm Shares on the Closing Date and the Option Shares, if any, on the Option Closing Date are subject to the accuracy, as of the Applicable Time, the Closing Date or the Option Closing Date, as the case may be, of the representations and warranties of the Company contained herein, and to the performance by the Company of its covenants and obligations hereunder and to the following additional conditions:

(a) The Registration Statement and all post-effective amendments thereto shall have become effective and the Prospectus and each Issuer Free Writing Prospectus required shall have been filed as required by Rules 424, 430A, 430B, 430C or 433 under the Act, as applicable, within the time period prescribed by, and in compliance with, the Rules and Regulations, and any request of the Commission for additional information (to be included in the Registration Statement or otherwise) shall have been disclosed to the Representatives and complied with to their reasonable satisfaction. No stop order suspending the effectiveness of the Registration Statement, as amended from time to time, shall have been issued and no proceedings for that purpose or pursuant to Section 8A under the Act shall have been taken or, to the knowledge of the Company, shall be contemplated or threatened by the Commission and no injunction, restraining order or order of any nature by a federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance of the Shares.

(b) The Representatives shall have received on the Closing Date or the Option Closing Date, as the case may be, an opinion and 10b-5 statement of Pillsbury Winthrop Shaw Pittman LLP, counsel for the Company, dated the Closing Date or the Option Closing Date, as the case may be, addressed to the Underwriters (and stating that it may be relied upon by counsel to the Underwriters) and in form and substance reasonably satisfactory to the Representative.

(c) The Representatives shall have received from Davis Polk & Wardwell LLP, counsel for the Underwriters, an opinion and 10b-5 statement, dated the Closing Date or the Option Closing Date, as the case may be, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(d) You shall have received, on each of the date hereof, the Closing Date and, if applicable, the Option Closing Date, a letter dated the date hereof, the Closing Date or the Option Closing Date, as the case may be, in form and substance satisfactory to you, of BDO USA, LLP confirming that they are an independent registered public accounting firm with respect to the Company and the Subsidiaries within the meaning of the Act and the applicable Rules and Regulations and the PCAOB and stating that in their opinion the financial statements and schedules examined by them and included in the Registration Statement, the General Disclosure Package and the Prospectus comply in form in all material respects with the applicable accounting requirements of the Act and the related Rules and Regulations; and

containing such other statements and information as is ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial and statistical information contained in the Registration Statement, the General Disclosure Package and the Prospectus.

(e) The Representatives shall have received on the Closing Date and, if applicable, the Option Closing Date, as the case may be, a certificate or certificates of the Chief Executive Officer and the Chief Financial Officer of the Company to the effect that, as of the Closing Date or the Option Closing Date, as the case may be, each of them severally represents as follows:

(i) The Registration Statement has become effective under the Act and no stop order suspending the effectiveness of the Registration Statement or no order preventing or suspending the use of any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus has been issued, and no proceedings for such purpose or pursuant to Section 8A of the Act have been taken or are, to his or her knowledge, contemplated or threatened by the Commission;

(ii) The representations and warranties of the Company contained in Section 1 hereof are true and correct as of the Closing Date or the Option Closing Date, as the case may be;

(iii) All filings required to have been made pursuant to Rules 424, 430A, 430B or 430C under the Act have been made as and when required by such rules;

(iv) He or she has carefully examined the General Disclosure Package and any individual Limited Use Free Writing Prospectus and, in his or her opinion, as of the Applicable Time, the statements contained in the General Disclosure Package and any individual Limited Use Free Writing Prospectus did not contain any untrue statement of a material fact, and such General Disclosure Package and any individual Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, did not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) He or she has carefully examined the Registration Statement and, in his or her opinion, as of the effective date of the Registration Statement, the Registration Statement and any amendments thereto did not contain any untrue statement of a material fact and did not omit to state a material fact necessary in order to make the statements therein not misleading, and since the effective date of the Registration Statement, no event has occurred which should have been set forth in a supplement to or an amendment of the Prospectus which has not been so set forth in such supplement or amendment;

(vi) He or she has carefully examined the Prospectus and, in his or her opinion, as of its date and the Closing Date or the Option Closing Date, as the case may be, the Prospectus and any amendments and supplements thereto did not contain any untrue statement of a material fact and did not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(vii) Since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package and Prospectus, there has not been any material adverse change or any development involving a prospective material adverse change in or affecting the business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and the Subsidiaries taken as a whole, whether or not arising in the ordinary course of business.

(f) The Company shall have furnished to the Representatives such further certificates and documents confirming the representations and warranties, covenants and conditions contained herein and related matters as the Representatives may reasonably have requested.

(g) The Firm Shares and Option Shares, if any, have been duly listed, subject to notice of issuance, on the Exchange.

(h) The Lockup Agreements described in Section 4(m) hereof are in full force and effect.

(i) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date or the Option Closing Date, as the case may be, prevent the issuance or sale of the Shares by the Company; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date or the Option Closing Date, as the case may be, prevent the issuance or sale of the Shares by the Company.

The certificates mentioned in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Representatives and to Davis Polk & Wardwell LLP, counsel for the Underwriters.

If any of the conditions hereinabove provided for in this Section 6 shall not have been fulfilled when and as required by this Agreement to be fulfilled, the obligations of the Underwriters hereunder may be terminated by the Representatives by notifying the Company of such termination in writing or by telegram at or prior to the Closing Date or the Option Closing Date, as the case may be.

In such event, the Company and the Underwriters shall not be under any obligation to each other (except to the extent provided in Section5 and 7 hereof).

7. Indemnification.

(a) The Company agrees:

(i) to indemnify and hold harmless each Underwriter, the directors and officers of each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act, against any losses, claims, damages or liabilities to which such Underwriter or any such controlling person may become subject under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication, the Prospectus or any amendment or supplement thereto, (ii) with respect to the Registration Statement or any amendment or supplement thereto, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) with respect to any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication, the Prospectus or any amendment or supplement thereto, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made; *provided*, *however*, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission

made in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus, or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 12 hereof; and

(ii) to reimburse each Underwriter, each Underwriters' directors and officers, and each such controlling person upon demand for any legal or other out-of-pocket expenses reasonably incurred by such Underwriter or such controlling person in connection with investigating or defending any such loss, claim, damage or liability, action or proceeding or in responding to a subpoena or governmental inquiry related to the offering of the Shares, whether or not such Underwriter or controlling person is a party to any action or proceeding. In the event that it is finally judicially determined that the Underwriters were not entitled to receive payments for legal and other expenses pursuant to this subparagraph, the Underwriters will promptly return all sums that had been advanced pursuant hereto.

(b) Each Underwriter severally and not jointly will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the Registration Statement, and each person, if any, who controls the Company within the meaning of the Act, against any losses, claims, damages or liabilities to which the Company or any such director, officer or controlling person may become subject under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus or any amendment or supplement thereto, (ii) with respect to the Registration Statement or any amendment or supplement thereto, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) with respect to any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus or any amendment or supplement thereto, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made; and will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; *provided*, *however*, that each Underwriter will be liable in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus**,** the Prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 12 hereof. This indemnity agreement will be in addition to any liability which such Underwriter may otherwise have.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to this Section 7, such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing. No indemnification provided for in Section 7(a) or (b) **Error! Reference source not found.** hereof shall be available to any party who shall fail to give notice as provided in this Section 7(c) if the party to whom notice was not given was unaware of the proceeding to which such notice would have related and was materially prejudiced by the failure to give such notice, but the failure to give such notice shall not relieve the indemnifying party or parties from any liability which it or they may have to the indemnified party for contribution or otherwise than on account of

the provisions of Section 7(a) or (b) hereof. In case any such proceeding shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party and shall pay as incurred the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel at its own expense. Notwithstanding the foregoing, the indemnifying party shall pay as incurred (or within 30 days of presentation) the fees and expenses of the counsel retained by the indemnified party in the event (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (iii) the indemnifying party shall have failed to assume the defense and employ counsel acceptable to the indemnified party within a reasonable period of time after notice of commencement of the action. Such firm shall be designated in writing by you in the case of parties indemnified pursuant to Section 7(a) hereof and by the Company in the case of parties indemnified pursuant to Section 7(b) hereof. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. In addition, the indemnifying party will not, without the prior written consent of the indemnified party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding of which indemnification may be sought hereunder (whether or not any indemnified party is an actual or potential party to such claim, action or proceeding) unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(d) To the extent the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party under Section 7(a) or (b) hereof in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions or proceedings in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the

Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 7(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to above in this Section 7(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7(d), (i) no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions applicable to the Shares purchased by such Underwriter and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this Section 7(d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) In any proceeding relating to the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication, the Prospectus or any supplement or amendment thereto, each party against whom contribution may be sought under this Section 7 hereby consents to the exclusive jurisdiction of (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan and (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the "**Specified Courts**"), agrees that process issuing from such courts may be served upon it by any other contributing party and consents to the service of such process and agrees that any other contributing party may join it as an additional defendant in any such proceeding in which such other contributing party is a party.

(f) Any losses, claims, damages, liabilities or expenses for which an indemnified party is entitled to indemnification or contribution under this Section 7 shall be paid by the indemnifying party to the indemnified party as such losses, claims, damages, liabilities or expenses are incurred. The indemnity and contribution agreements contained in this Section 7 and the representations and warranties of the Company set forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Underwriter, its directors or officers or any person controlling any Underwriter, the Company, its directors or officers or any persons controlling the Company, (ii) acceptance of any Shares and payment therefor hereunder, and (iii) any termination of this Agreement. A successor to any Underwriter, its directors or officers or any person controlling any Underwriter, or to the Company, its directors or officers, or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Section 7.

8. Default by Underwriters.

If on the Closing Date or the Option Closing Date, as the case may be, any Underwriter shall fail to purchase and pay for the portion of the Shares which such Underwriter has agreed to purchase and pay for on such date (otherwise than by reason of any default on the part of the Company, you, as

Representatives of the Underwriters, shall use your reasonable efforts to procure within 36 hours thereafter one or more of the other Underwriters, or any others, to purchase from the Company such amounts as may be agreed upon and upon the terms set forth herein, the Shares which the defaulting Underwriter or Underwriters failed to purchase. If during such 36 hours you, as such Representatives, shall not have procured such other Underwriters, or any others, to purchase the Shares agreed to be purchased by the defaulting Underwriter or Underwriters, then (a) if the aggregate number of shares with respect to which such default shall occur does not exceed 10% of the Shares to be purchased on the Closing Date or the Option Closing date, as the case may be, the other Underwriters shall be obligated, severally, in proportion to the respective numbers of Shares which they are obligated to purchase hereunder, to purchase the Shares which such defaulting Underwriter or Underwriters failed to purchase, or (b) if the aggregate number of shares of Shares with respect to which such default shall occur exceeds 10% of the Shares to be purchased on the Closing Date or the Option Closing Date, as the case may be, the Company or you as the Representatives of the Underwriters will have the right, by written notice given within the next 36-hour period to the parties to this Agreement, to terminate this Agreement without liability on the part of the non-defaulting Underwriters or of the Company except to the extent provided in Sections 4(q) and 7 hereof. In the event of a default by any Underwriter or Underwriters, as set forth in this Section 8, the Closing Date or Option Closing Date, as the case may be, may be postponed for such period, not exceeding seven days, as you, as Representatives, may determine in order that the required changes in the Registration Statement, the General Disclosure Package or in the Prospectus or in any other documents or arrangements may be effected. The term “Underwriter” includes any person substituted for a defaulting Underwriter. Any action taken under this Section 8 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

9. Notices.

All communications hereunder shall be in writing and, except as otherwise provided herein, will be mailed, delivered, telecopied or telegraphed and confirmed as follows: if to the Underwriters, to Barclays Capital Inc., 745 Seventh Avenue, New York, NY 10019, Attention: Syndicate Registration (Fax: (646) 834-8133) or Stifel, Nicolaus & Company, Incorporated, 787 Seventh Avenue, 11th Floor, New York, NY 10019; or, if to the Company, to c/o SiTime Corporation at 5451 Patrick Henry Drive, Santa Clara, California, 95054, Attention: Rajesh Vashist.

10. Termination.

This Agreement may be terminated by you by notice to the Company (a) at any time prior to the Closing Date or any Option Closing Date (if different from the Closing Date and then only as to Option Shares) if any of the following has occurred: (i) since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package and the Prospectus, any material adverse change or any development involving a prospective material adverse change in or affecting the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and the Subsidiaries taken as a whole, whether or not arising in the ordinary course of business; (ii) any outbreak or escalation of hostilities or declaration of war or national emergency or other national or international calamity or crisis (including, without limitation, an act of terrorism) or change in economic or political conditions if the effect of such outbreak, escalation, declaration, emergency, calamity, crisis or change on the financial markets of the United States would, in your judgment, materially impair the investment quality of the Shares; (iii) suspension of trading in securities generally on the Exchange or limitation on prices (other than limitations on hours or numbers of days of trading) for securities on any such exchange; (iv) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental authority which in your opinion materially and adversely affects or may materially and adversely affect the business or operations of the

Company; (v) the declaration of a banking moratorium by the United States or New York State authorities; (vi) any downgrading, or placement on any watch list for possible downgrading, in the rating of any of the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization" (within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act) or any public announcement by such organization that it has under surveillance or review, or has changed its outlook with respect to, its rating of any such debt securities or preferred stock (other than an announcement with positive implications of a possible upgrading); (vii) the suspension of trading of the Company's common stock by The New York Stock Exchange or the Exchange, the Commission or any other governmental authority; or (viii) the taking of any action by any governmental body or agency in respect of its monetary or fiscal affairs which in your opinion has a material adverse effect on the securities markets in the United States; or (b) as provided in Sections 6 and 8 of this Agreement.

11. Successors.

This Agreement has been and is made solely for the benefit of the Underwriters and the Company and their respective successors, executors, administrators, heirs and assigns, and the officers, directors and controlling persons referred to herein, and no other person will have any right or obligation hereunder. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign merely because of such purchase.

12. Information Provided by Underwriters.

The Company and the Underwriters acknowledge and agree that the only information furnished or to be furnished by any Underwriter to the Company for inclusion in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, or the Prospectus consists of the information set forth in the paragraphs [●] under the caption "Underwriting" in the Prospectus.

13. Recognition of the U.S. Special Resolution Regimes

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For the purpose of this Section 13:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"**Covered Entity**" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. Miscellaneous.

The reimbursement, indemnification and contribution agreements contained in this Agreement and the representations, warranties and covenants in this Agreement shall remain in full force and effect regardless of (a) any termination of this Agreement, (b) any investigation made by or on behalf of any Underwriter or controlling person thereof, or by or on behalf of the Company or its directors or officers, and (c) delivery of and payment for the Shares under this Agreement.

The Company acknowledges and agrees that each Underwriter in providing investment banking services to the Company in connection with the offering, including in acting pursuant to the terms of this Agreement, has acted and is acting as an independent contractor and not as a fiduciary and the Company does not intend such Underwriter to act in any capacity other than as an independent contractor, including as a fiduciary or in any other position of higher trust. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

The Underwriters, on the one hand, and the Company (on its own behalf and, to the extent permitted by law, on behalf of its stockholders), on the other hand, waive any right to trial by jury in any action, claim, suit or proceeding with respect to your engagement as underwriter or your role in connection herewith.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicates hereof, whereupon it will become a binding agreement among the Company and the several Underwriters in accordance with its terms.

Very truly yours,

SITIME CORPORATION

By: ____________________________________
Name:
Title:

The foregoing Underwriting Agreement
is hereby confirmed and accepted as
of the date first above written.

Barclays Capital Inc.
Stifel, Nicolaus & Company, Incorporated
As Representatives of the several
Underwriters listed on Schedule I hereto

By: BARCLAYS CAPITAL INC.

By: ____________________________
Name:
Title:

By: STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: ____________________________
Name:
Title:

SCHEDULE I

Schedule of Underwriters

Underwriter	Number of Firm Shares to be Purchased
Barclays Capital Inc.	
Stifel, Nicolaus & Company, Incorporated	
Needham & Company, LLC	
Raymond James & Associates, Inc.	
Roth Capital Partners, LLC	
Total	[●]

SCHEDULE II

[**Price and other terms of the offering conveyed orally**]

SCHEDULE III

[List each Issuer Free Writing Prospectus to be included in the General Disclosure Package including Final Term Sheet, if applicable]

SCHEDULE IV

[**List each “Written Testing-the-Waters Communication”]**

EXHIBIT A

LOCK-UP AGREEMENT

, 2019

Barclays Capital Inc.
Stifel, Nicolaus & Company, Incorporated

As Representatives of the
Several Underwriters

c/o Barclays Capital Inc.
745 Seventh Avenue
New York, NY 10019

c/o Stifel, Nicolaus & Company, Incorporated
787 Seventh Avenue, 11th Floor
New York, NY 10019

Ladies and Gentlemen:

The undersigned understands that Barclays Capital Inc. and Stifel, Nicolaus & Company, Incorporated, as representatives (the "**Representatives**") of the several underwriters (the "**Underwriters**"), propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with SiTime Corporation (the "**Company**"), providing for the public offering by the Underwriters, including the Representatives, of common stock, $0.0001 par value per share (the "**Common Stock**"), of the Company (the "**Public Offering**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned agrees that, without the prior written consent of Barclays Capital Inc., the undersigned will not, directly or indirectly, offer, sell, pledge, contract to sell (including any short sale), grant any option to purchase or otherwise dispose of any shares of Common Stock (including, without limitation, shares of Common Stock which may be deemed to be beneficially owned by the undersigned on the date hereof or hereafter in accordance with the rules and regulations of the Securities and Exchange Commission (the "**Commission**"), shares of Common Stock which may be issued upon exercise of a stock option or warrant and any other security convertible into or exchangeable for Common Stock) or enter into any Hedging Transaction (as defined below) relating to the Common Stock (each of the foregoing referred to as a "**Disposition**") during the period specified in the following paragraph (the "**Lock-Up Period**"). The foregoing restriction is expressly intended to preclude the undersigned from engaging in any Hedging Transaction or other transaction which is designed to or reasonably expected to lead to or result in a Disposition during the Lock-Up Period even if the securities would be disposed of by someone other than the undersigned. "**Hedging Transaction**" means any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from the Common Stock.

The initial Lock-Up Period will commence on the date hereof and continue until, and include, the date that is 180 days after the date of the final prospectus relating to the Public Offering.

Notwithstanding the foregoing, the undersigned may transfer any or all of the shares of Common Stock or other Company securities (including securities convertible into or exercisable or exchangeable for Common Stock) if the transfer does not trigger any filing or reporting requirement or obligation or result in any other voluntary or mandatory public disclosure, including but not limited to Form 4 of Section 16 of the Exchange Act, and is (i) by gift, will or intestacy, (ii) a disposition to any trust the beneficiaries of which are the undersigned and/or immediate family members of the undersigned, or in the case of a trust, to any beneficiaries of the trust, (iii) to an immediate family member of the undersigned or a trust formed for the benefit of an immediate family member, (iv) pursuant to a domestic order or negotiated divorce settlement, [(v) acquired in open market transactions after the completion of the Public Offering,][2] (vi) a distribution to partners, members or shareholders of the undersigned, or to any corporation, partnership or other entity that controls, is controlled by or is under common control with the undersigned, or (vii) a transfer to the Company upon a vesting event of the Company's securities or upon the exercise of options or warrants to purchase the Company's securities on a "cashless" or "net exercise" basis (in each case solely to the extent permitted by the instruments representing such options, warrants or other securities), so long as such transfer, cashless exercise or "net exercise" is effected solely by the surrender to the Company of shares subject to outstanding options, warrants or other securities and the Company's cancellation of all or a portion thereof solely in an amount sufficient to pay the exercise price (or the payment of taxes due as a result of such vesting event or exercise); *provided* that the shares of Common Stock received upon such vesting event or exercise shall continue to be subject to the restrictions on transfer set forth in this Lock-Up Agreement; *provided*, *however*, it shall be a condition to any transfer permitted under clauses (i), (ii), (iii), (iv), and (vi) that the transferee execute an agreement stating that the transferee is receiving and holding the securities subject to the provisions of this Lock-Up Agreement; *provided, however* solely in the case of clause (vii), if a filing on Form 4 is required in connection with a surrender of shares of Common Stock to the Company to cover the exercise price or tax obligations of the undersigned in connection with such exercise or vesting event, then such filing (and transfer) is permitted *provided* that: (x) at least one business day's notice shall be provided to the Representatives prior to such proposed filing; and (y) the filing shall report such transfer using transaction code "D" or "F," as applicable.

If the undersigned is an officer or director of the Company, (i) Barclays Capital Inc. agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, it will notify the Company of the impending release or waiver, and (ii) the Company has agreed or will agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by Barclays Capital Inc. hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In addition, the restrictions set forth in this Lock-Up Agreement shall not prohibit or restrict the undersigned from (i) establishing a trading plan meeting the requirements of Rule 10b5-1 under the Exchange Act; *provided* that (1) no sales of shares of Common Stock shall occur under such plan prior to the expiration of the 180-day period referred to above, (2) any public announcement made regarding such plan during the Lock-Up Period shall state that no sales of shares of Common Stock shall occur under such plan prior to the expiration of the Lock-Up Period and (3) no filings with the Commission

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2 To be excluded in the Parent lockup.

shall be voluntarily made or required prior to the expiration of the Lock-Up Period, (ii) exercising an option to purchase shares of Common Stock granted under any share-based compensation plan of the Company; *provided* that the underlying shares of Common Stock shall continue to be subject to the restrictions on transfer set forth in this Lock-Up Agreement, or (iii) selling shares pursuant to the Underwriting Agreement.

The undersigned agrees that the Company may, (i) with respect to any shares of Common Stock or other Company securities for which the undersigned is the record holder, cause the transfer agent for the Company to note stop transfer instructions with respect to such securities on the transfer books and records of the Company and (ii) with respect to any shares of Common Stock or other Company securities for which the undersigned is the beneficial holder but not the record holder, cause the record holder of such securities to cause the transfer agent for the Company to note stop transfer instructions with respect to such securities on the transfer books and records of the Company.

In addition, the undersigned hereby waives any and all notice requirements and rights with respect to registration of securities pursuant to any agreement, understanding or otherwise setting forth the terms of any security of the Company held by the undersigned, including any registration rights agreement to which the undersigned and the Company may be party; *provided* that such waiver shall apply only to the proposed Public Offering, and any other action taken by the Company in connection with the proposed Public Offering.

The undersigned hereby agrees that, to the extent that the terms of this Lock-Up Agreement conflict with or are in any way inconsistent with any registration rights agreement to which the undersigned and the Company may be a party, this Lock-Up Agreement supersedes such registration rights agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Notwithstanding anything herein to the contrary, if (i) the closing of the Public Offering has not occurred prior to May 1, 2020, (ii) the registration statement related to the Public Offering is withdrawn, or (iii) the Company notifies the Representatives or the Representatives notify the Company, in either case in writing prior to the execution of the Underwriting Agreement, that the notifying party does not intend to proceed with the Public Offering, this Lock-Up Agreement shall automatically terminate and be of no further force or effect.

Signature: ______________________________

Print Name: ______________________________

Number of shares owned subject to warrants, options or convertible securities:

____

Certificate numbers:

____

EXHIBIT B

FORM OF WAIVER

SiTime Corporation

Public Offering of Common Stock

[●], 20[19]

[Name and Address of
Officer or Director
Requesting Waiver]

Dear Mr./Ms. [Name]:

This letter is being delivered to you in connection with the offering by SiTime Corporation (the "**Company**") of [   ] shares of common stock, $0.0001 par value per share (the "**Common Stock**"), of the Company and the lock-up letter dated [   ], 2019 (the "**Lock-up Letter**"), executed by you in connection with such offering, and your request for a [waiver] [release] dated [   ], 2019 , with respect to [   ] shares of Common Stock (the "**Shares**").

Barclays Capital Inc. hereby agrees to [waive] [release] the transfer restrictions set forth in the Lock-up Letter, but only with respect to the Shares, effective [   ], 20[19]; *provided, however*, that such [waiver] [release] is conditioned on the Company announcing the impending [waiver] [release] by press release through a major news service at least two business days before effectiveness of such [waiver] [release]. This letter will serve as notice to the Company of the impending [waiver] [release].

Except as expressly [waived] [released] hereby, the Lock-up Letter shall remain in full force and effect.

Yours very truly,

[●]
[●]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

cc: Company

EXHIBIT C

FORM OF PRESS RELEASE

SiTime Corporation
[●], 20[19]

SiTime Corporation (the “Company”) announced today that Barclays Capital Inc., the lead book-running manager in the Company’s recent public sale of [ ] shares of common stock, is [waiving] [releasing] a lock-up restriction with respect to shares of the Company’s common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

SITIME CORPORATION

SiTime Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

A. The name of the corporation is SiTime Corporation (the "**Company**"). The original Certificate of Incorporation of the Company was filed with the Secretary of State of Delaware on December 3, 2003 and most recently amended and restated pursuant to an Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on November 18, 2014.

B. The Amended and Restated Certificate of the Company in the form attached hereto as Exhibit A has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware by the directors and sole stockholder of the Company.

C. The text of the Company's existing Certificate of Incorporation is amended and restated to read in full as set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Company on this 18th day of October, 2019.

SITIME CORPORATION

By: /s/ Rajesh Vashist
Rajesh Vashist, Chief Executive Officer

EXHIBIT A

FIRST: The name of the corporation is SiTime Corporation (the "***Corporation***").

SECOND: The address of the Corporation's registered office in the State of Delaware is GKL Registered Agents, Inc., 3500 South Dupont Highway, Dover, Delaware 19901, Kent County.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The Corporation is authorized to issue one class of shares to be designated "***Common Stock***." The number of shares of Common Stock authorized to be issued is Two Hundred Million (200,000,000) with a par value of $0.0001 per share.

Upon the effectiveness of this Amended and Restated Certificate of Incorporation, each outstanding share of Common Stock shall be, and hereby is, split and reconstituted into Thirty Thousand (30,000) fully paid and non-assessable shares of Common Stock.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation.

SIXTH: The election of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before the voting begins or unless the bylaws of the Corporation so provide.

SEVENTH:

(A) To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(B) The Corporation shall indemnify to the fullest extent permitted by Delaware law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative (a "***Proceeding***"), by reason of the fact that he or she, his or her testator or interstate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as director or officer at the request of the Corporation of any predecessor to the Corporation, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

(C) Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article would accrue or arise, prior to such amendment, repeal of adoption of an inconsistent provision.

(D) The Corporation may retain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under the Delaware General Corporation Law.

EIGHTH: The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

Exhibit 3.2

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

SITIME CORPORATION

SiTime Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is SiTime Corporation.

SECOND: The original certificate of incorporation of the corporation was filed with the Secretary of State of the State of Delaware on December 3, 2003 and most recently amended and restated pursuant to an Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on .

THIRD: Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation restates, integrates and further amends the provisions of the Certificate of Incorporation of the corporation.

FOURTH: The Certificate of Incorporation of the corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of the corporation is SiTime Corporation (the "***Corporation***").

ARTICLE II

The registered agent and the address of the registered offices in the State of Delaware are:

GKL Registered Agents of DE, Inc.
3500 South Dupont Highway
Dover, DE 19901
Kent County

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (the "***DGCL***").

ARTICLE IV

A. Classes of Stock. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is Two Hundred Ten Million (210,000,000), of

which Two Hundred Million (200,000,000) shares shall be Common Stock, $0.0001 par value per share (the "***Common Stock***"), and of which Ten Million (10,000,000) shares shall be Preferred Stock, $0.0001 par value per share (the "***Preferred Stock***"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such Preferred Stock holders is required pursuant to the provisions established by the board of directors of the Corporation (the "***Board of Directors***") in the resolution or resolutions providing for the issue of such Preferred Stock, and if such holders of such Preferred Stock are so entitled to vote thereon, then, except as may otherwise be set forth in the certificate of incorporation of the Corporation, as amended from time to time (this "***Certificate***"), the only stockholder approval required shall be the affirmative vote of a majority of the voting power of the Common Stock and the Preferred Stock so entitled to vote, voting together as a single class.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series, as determined by the Board of Directors. The Board of Directors is expressly authorized to provide for the issue, in one or more series, of all or any of the remaining shares of Preferred Stock and, in the resolution or resolutions providing for such issue, to establish for each such series the number of its shares, the voting powers, full or limited, of the shares of such series, or that such shares shall have no voting powers, and the designations, preferences and relative, participating, optional or other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof. The Board of Directors is also expressly authorized (unless forbidden in the resolution or resolutions providing for such issue) to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. Unless the Board of Directors provides to the contrary in the resolution which fixes the designations, preferences and rights of a series of Preferred Stock, neither the consent by series, or otherwise, of the holders of any outstanding Preferred Stock nor the consent of the holders of any outstanding Common Stock shall be required for the issuance of any new series of Preferred Stock regardless of whether the rights and preferences of the new series of Preferred Stock are senior or superior, in any way, to the outstanding series of Preferred Stock or the Common Stock.

C. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Certificate, each holder of Common Stock shall have one vote in respect of each share of stock held by such holder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. No holder of shares of Common Stock shall have the right to cumulative votes.

3. Dividends. Subject to the preferential rights of the Preferred Stock and except as otherwise required by law or this Certificate, the holders of shares of Common Stock shall be entitled to receive, dividends when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor.

4. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled, except as otherwise required by law or this Certificate, to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively. A merger, conversion, exchange or consolidation of the Corporation with or into any other person or sale or transfer of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation of the Corporation and the distribution of assets to stockholders) shall not be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

5. No Conversion, Redemption, or Preemptive Rights. The holders of Common Stock shall not have any conversion, redemption, or preemptive rights.

6. Consideration for Shares. The Common Stock authorized by this Certificate shall be issued for such consideration as shall be fixed, from time to time, by the Board of Directors.

ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. Authority and Number of Directors. The Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the Corporation (the “***Bylaws***”), without any action on the part of the stockholders, by the vote of at least a majority of the directors of the Corporation then in office. The business and affairs of the Corporation shall be managed by a Board of Directors. The authorized number of directors of the Corporation shall be fixed in the manner provided in the Bylaws. Other than those directors elected by the holders of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, each director shall serve until his or her successor shall be duly elected and qualified or until his or her earlier resignation, removal from office, death or incapacity.

B. Vacancies; Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole

remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. Directors chosen pursuant to any of the foregoing provisions shall hold office until their successors are duly elected and have qualified or until their earlier resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by this Certificate or the Bylaws, may exercise the powers of the full Board of Directors until the vacancy is filled.

ARTICLE VI

A. No Action Without a Meeting. No action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting called and noticed in the manner required by the Bylaws and the DGCL. The stockholders may not in any circumstance take action by written consent.

B. Special Meetings. Special meetings of the stockholders of the Corporation may be called only by the Chairman of the Board of Directors, the Chief Executive Officer or the President of the Corporation, or by a resolution adopted by the affirmative vote of a majority of the Board of Directors. Any power of stockholders to call a special meeting of stockholders is specifically denied. Except as otherwise required by law or this Certificate, the Board of Directors may postpone, reschedule, or cancel any special meeting of stockholders.

C. Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner and to the extent provided in the Bylaws.

ARTICLE VII

A. Limitation on Liability. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended (including, but not limited to Section 102(b)(7) of the DGCL), a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL hereafter is amended to further eliminate or limit the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended DGCL. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

B. Indemnification. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified and advanced expenses by the Corporation, in accordance with the Bylaws, to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the

Corporation to provide prior to such amendment) or any other applicable laws as presently or hereinafter in effect. The right to indemnification and advancement of expenses hereunder shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the this Certificate or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

C. Repeal and Modification. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

ARTICLE VIII

The affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend in any respect or repeal this Article VIII, Article V, Article VI, or Article VII.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the corporation has caused this certificate to be signed by its Chief Executive Officer this day of , 2019.

SiTime Corporation

By: ______________________________

Rajesh Vashist, Chief Executive Officer

Exhibit 3.3

BYLAWS

OF

SITIME CORPORATION

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BYLAWS

OF

SITIME CORPORATION

ARTICLE I

CORPORATE OFFICES

1.1 **Registered Office**.

The registered office of the corporation shall be in the City of Wilmington, County of New Castle, State of Delaware. The name of the registered agent of the corporation at such location is Corporation Service Company.

1.2 **Other Offices**.

The Board of Directors may at any time establish other offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF STOCKHOLDERS

2.1 **Place Of Meetings.**

Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the registered office of the corporation.

2.2 **Annual Meeting.**

The annual meeting of stockholders shall be held on such date, time and place, either within or without the State of Delaware, as maybe designated by resolution of the Board of Directors each year. At the meeting, directors shall be elected and any other proper business may be transacted.

2.3 **Special Meeting.**

A special meeting of the stockholders may be called at any time by the Board of Directors, the chairman of the board, the president or by one or more stockholders holding shares in the aggregate entitled to cast not less than ten percent of the votes at that meeting.

If a special meeting is called by any person or persons other than the Board of Directors, the president or the chairman of the board, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile

transmission to the chairman of the board, the president, any vice president, or the secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The officer receiving the request shall cause notice to be promptly given to the stockholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of this Article 11, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after the receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

2.4 **Notice Of Stockholders' Meetings.**

All notices of meetings with stockholders shall be in writing and shall be sent or otherwise given in accordance with Section 2.5 of these Bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place (if any), date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.5 **Manner Of Giving Notice; Affidavit Of Notice.**

Written notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic mail or other electronic transmission, in the manner provided in Section 232 of the Delaware General Corporation Law. An affidavit of the secretary or an assistant secretary or of the transfer agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

2.6 **Quorum.**

The holders of a majority of the shares of stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (a) the chairman of the meeting or (b) holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, shall have power to adjourn the meeting to another place (if any), date or time.

2.7 **Adjourned Meeting: Notice.**

When a meeting is adjourned to another place (if any), date or time, unless these Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place (if any), thereof and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the

corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the place (if any), date and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.8 **Organization: Conduct of Business.**

(a) Such person as the Board of Directors may have designated or, in the absence of such a person, the President of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as Chairman of the meeting. In the absence of the Secretary of the Corporation, the Secretary of the meeting shall be such person as the Chairman of the meeting appoints.

(b) The Chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including the manner of voting and the conduct of business. The date and time of opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

2.9 **Voting.**

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.12 of these Bylaws, subject to the provisions of Sections 217 and 218 of the General Corporation Law of Delaware (relating to voting rights of fiduciaries, pledgors and joint owners of stock and to voting trusts and other voting agreements).

Except as may be otherwise provided in the certificate of incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

2.10 **Waiver Of Notice.**

Whenever notice is required to be given under any provision of the General Corporation Law of Delaware or of the certificate of incorporation or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice, or any waiver of notice by electronic transmission, unless so required by the certificate of incorporation or these Bylaws.

2.11 **Stockholder Action By Written Consent Without A Meeting**.

Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is (i) signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and (ii) delivered to the Corporation in accordance with Section 228(a) of the Delaware General Corporation Law.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in this Section. A telegram, cablegram, electronic mail or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for purposes of this Section to the extent permitted by law. Any such consent shall be delivered in accordance with Section 228(d)(1) of the Delaware General Corporation Law.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing (including by electronic mail or other electronic transmission as permitted by law). If the action which is consented to is such as would have required the filing of a certificate under any section of the General Corporation Law of Delaware if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written notice and written consent have been given as provided in Section 228 of the General Corporation Law of Delaware.

2.12 **Record Date For Stockholder Notice; Voting; Giving Consents**.

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action.

If the Board of Directors does not so fix a record date:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent (including consent by electronic mail or other electronic transmission as permitted by law) is delivered to the corporation.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, if such adjournment is for thirty (30) days or less; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.13 **Proxies.**

Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by an instrument in writing or by an electronic transmission permitted by law filed with the secretary of the corporation, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the stockholder's name is placed on the proxy (whether by manual signature, typewriting, facsimile, electronic or telegraphic transmission or otherwise) by the stockholder or the stockholder's attorney-in-fact. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212(e) of the General Corporation Law of Delaware.

ARTICLE III

DIRECTORS

3.1 **Powers.**

Subject to the provisions of the General Corporation Law of Delaware and any limitations in the certificate of incorporation or these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

3.2 **Number Of Directors.**

Upon the adoption of these bylaws, the number of directors constituting the entire Board of Directors shall be one. Thereafter, this number may be changed by a resolution of the Board of Directors or of the stockholders, subject to Section 3.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director’s term of office expires.

3.3 **Election, Qualification And Term Of Office Of Directors.**

Except as provided in Section 3.4 of these Bylaws, and unless otherwise provided in the certificate of incorporation, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the certificate of incorporation or these Bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Unless otherwise specified in the certificate of incorporation, elections of directors need not be by written ballot.

3.4 **Resignation And Vacancies.**

Any director may resign at any time upon written notice to the attention of the Secretary of the corporation. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the certificate of incorporation or these Bylaws:

(a) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(b) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor,

administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these Bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the General Corporation Law of Delaware.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole board (as constituted immediately prior to any such increase), then the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the General Corporation Law of Delaware as far as applicable.

3.5 **Place Of Meetings; Meetings By Telephone.**

The Board of Directors of the corporation may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 **Regular Meetings.**

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

3.7 **Special Meetings; Notice.**

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, facsimile, electronic transmission, or telegram, charges prepaid, addressed to each director at that director’s address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. If the notice is delivered personally or by facsimile, electronic transmission, telephone or telegram, it shall be delivered at least 48 hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to

the director. The notice need not specify the purpose of the meeting. The notice need not specify the place of the meeting, if the meeting is to be held at the principal executive office of the corporation. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.8 **Quorum.**

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the Board of Directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.9 **Waiver Of Notice.**

Whenever notice is required to be given under any provision of the General Corporation Law of Delaware or of the certificate of incorporation or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors, or members of a committee of directors, need be specified in any written waiver of notice unless so required by the certificate of incorporation or these Bylaws.

3.10 **Board Action By Written Consent Without A Meeting.**

Unless otherwise restricted by the certificate of incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

3.11 **Fees And Compensation Of Directors.**

Unless otherwise restricted by the certificate of incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. No such compensation shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

3.12 **Approval Of Loans To Officers.**

The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

3.13 **Removal Of Directors.**

Unless otherwise restricted by statute, by the certificate of incorporation or by these Bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if the stockholders of the corporation are entitled to cumulative voting, if less than the entire Board of Directors is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director’s term of office.

3.14 **Chairman Of The Board Of Directors.**

The corporation may also have, at the discretion of the Board of Directors, a chairman of the Board of Directors who shall not be considered an officer of the corporation.

ARTICLE IV

COMMITTEES

4.1 **Committees Of Directors.**

The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate 1 or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting,

whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in these Bylaws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporate Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any Bylaw of the corporation.

4.2 **Committee Minutes.**

Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

4.3 **Meetings And Action Of Committees.**

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Section 3.5 (place of meetings and meetings by telephone), Section 3.6 (regular meetings). Section 3.7 (special meetings and notice), Section 3.8 (quorum), Section 3.9 (waiver of notice), and Section 3.10 (action without a meeting) of these Bylaws, with such changes in the context of such provisions as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

5.1 **Officers.**

The officers of the corporation shall be a chief executive officer, a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board of Directors one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and any such other officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws. Any number of offices may be held by the same person.

5.2 **Appointment Of Officers**.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these Bylaws, shall be appointed by the Board of Directors, subject to the rights, if any, of an officer under any contract of employment.

5.3 **Subordinate Officers**.

The Board of Directors may appoint, or empower the chief executive officer or the president to appoint, such other officers and agents as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

5.4 **Removal And Resignation Of Officers**.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board of Directors at any regular or special meeting of the board or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom the power of removal is conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5 **Vacancies In Offices**.

Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

5.6 **Chief Executive Officer**.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board, if any, the chief executive officer of the corporation (if such an officer is appointed) shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. He or she shall preside at all meetings of the stockholders and, in the absence or nonexistence of a chairman of the board, at all meetings of the Board of Directors and shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.7 **President**.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board (if any) or the chief executive officer, the president shall have general supervision, direction, and control of the business and other officers of the corporation. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 **Vice Presidents**.

In the absence or disability of the chief executive officer and president, the vice presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a vice president designated by the Board of Directors, shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, the president or the chairman of the board.

5.9 **Secretary**.

The secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required to be given by law or by these Bylaws. He or she shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

5.10 **Chief Financial Officer**.

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the president, the chief executive officer, or the directors, upon request, an account of all his or her transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the bylaws.

5.11 **Representation Of Shares Of Other Corporations.**

The chairman of the board, the chief executive officer, the president, any vice president, the chief financial officer, the secretary or assistant secretary of this corporation, or any other person authorized by the Board of Directors or the chief executive officer or the president or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

5.12 **Authority And Duties Of Officers**.

In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the Board of Directors or the stockholders.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1 **Indemnification Of Directors And Officers.**

The corporation shall, to the maximum extent and in the manner permitted by the General Corporation Law of Delaware, indemnify each of its directors and officers against expenses (including attorneys’ fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this Section 6.1, a “director” or “officer” of the corporation includes any person (a) who is or was a director or officer of the corporation, (b) who is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or (c) who was a director or officer of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.2 **Indemnification Of Others.**

The corporation shall have the power, to the maximum extent and in the manner permitted by the General Corporation Law of Delaware, to indemnify each of its employees and agents (other than directors and officers) against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding, arising by reason of the fact that such person is or was an agent of the corporation. For purposes of this Section 6.2, an "employee" or "agent" of the corporation (other than a director or officer) includes any person (a) who is or was an employee or agent of the corporation, (b) who is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or (c) who was an employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3 **Payment Of Expenses In Advance.**

Expenses incurred in defending any action or proceeding for which indemnification is required pursuant to Section 6.1 or for which indemnification is permitted pursuant to Section 6.2 following authorization thereof by the Board of Directors shall be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4 **Indemnity Not Exclusive.**

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent that such additional rights to indemnification are authorized in the certificate of incorporation

6.5 **Insurance.**

The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of the General Corporation Law of Delaware.

6.6 **Conflicts.**

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the certificate of incorporation, these Bylaws, a resolution of the stockholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

ARTICLE VII

RECORDS AND REPORTS

7.1 **Maintenance And Inspection Of Records.**

The corporation shall, either at its principal executive offices or at such place or places as designated by the Board of Directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books, and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in Delaware or at its principal place of business.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in each such stockholder's name, shall be open to the examination of any such stockholder for a period of at least ten (10) days prior to the meeting in the manner provided by law. The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

7.2 **Inspection By Directors.**

Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the corporation to permit the director to inspect any and all books and records, the stock

ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

ARTICLE VIII

GENERAL MATTERS

8.1 **Checks.**

From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.2 **Execution Of Corporate Contracts And Instruments.**

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.3 **Stock Certificates; Partly Paid Shares.**

The shares of a corporation shall be represented by certificates, provided that the Board of Directors of the corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the corporation by the chairman or vice-chairman of the Board of Directors, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of such corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the

consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

8.4 **Special Designation On Certificates.**

If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the corporation shall issue to represent such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

8.5 **Lost Certificates.**

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or the owner’s legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

8.6 **Construction; Definitions.**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Delaware General Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

8.7 **Dividends.**

The directors of the corporation, subject to any restrictions contained in (a) the General Corporation Law of Delaware or (b) the certificate of incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the corporation’s capital stock.

The directors of the corporation may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any properly of the corporation, and meeting contingencies.

8.8 **Fiscal Year**.

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

8.9 **Seal**.

The corporation may adopt a corporate seal, which may be altered at pleasure, and may use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

8.10 **Transfer Of Stock**.

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

8.11 **Stock Transfer Agreements**.

The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the General Corporation Law of Delaware.

8.12 **Registered Stockholders**.

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

8.13 **Facsimile Signature**

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

ARTICLE IX

AMENDMENTS

The Bylaws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its certificate of incorporation, confer the power to adopt, amend or repeal Bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal Bylaws.

CERTIFICATE OF ADOPTION OF BYLAWS

OF

SITIME CORPORATION

ADOPTION BY INCORPORATOR

The undersigned person appointed in the certificate of incorporation to act as the Incorporator of SiTime Corporation hereby adopts the foregoing bylaws as the Bylaws of the corporation.

Executed this 3rd day of December, 2003.

/s/ Jon Gavenman
Jon Gavenman, Incorporator

CERTIFICATE BY SECRETARY OF ADOPTION BY INCORPORATOR

The undersigned hereby certifies that the undersigned is the duly elected, qualified, and acting Secretary of SiTime Corporation, and that the foregoing Bylaws were adopted as the Bylaws of the corporation on December 3, 2003, by the person appointed in the certificate of incorporation to act as the Incorporator of the corporation.

Executed this 3rd day of December, 2003.

/s/ Nicole Nemirofsky
Nicole Nemirofsky, Assistant Secretary

CERTIFICATE OF AMENDMENT OF BYLAWS OF

SITIME CORPORATION

The undersigned, Nicole Nemirofsky, hereby certifies that:

1. She is the duly elected Assistant Secretary of SiTime Corporation (the "Company").

2. By Action by Written Consent of the Sole Director of the Company dated November 29, 2004, effective as of the Initial Closing of the Company's Series A Preferred Stock Financing (the "Initial Closing"):

(a) Article III, Section 2 of the Bylaws of the Company (the "Bylaws") is hereby amended to read in full as follows:

"3.2 Upon the adoption of these bylaws, the number of directors constituting the entire Board of Directors shall be six. Thereafter, this number may be changed by a resolution of the Board of Directors or of the stockholders, subject to the Certificate of Incorporation of the Company and to Section 3.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires."

(b) Article VIII of the Bylaws is hereby amended to incorporate the following Section 14, which reads in full as follows:

"8.14 **Limitation on Transfer of Company Securities.**

Upon the adoption of these bylaws, at any time prior to the first firm underwritten public offering by the Company of shares of its Common Stock and for so long as the License and Technical Assistance Agreement between the Company and Robert Bosch GmbH ("Bosch") remains in effect, neither the corporation nor any stockholder shall sell, assign, pledge or in any manner transfer any of the shares of stock of the corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise to any of the Competitors of Bosch as listed on Exhibit 5 to the License Agreement."

3. That the Initial Closing occurred on December 1, 2004.

4. The matters set forth in this certificate are true and correct of my own knowledge.

Date: December 1, 2004

/s/ Nicole Nemirofsky
Nicole Nemirofsky, Assistant Secretary

CERTIFICATE OF AMENDMENT TO BYLAWS

CERTIFICATE OF AMENDMENT OF BYLAWS OF

SITIME CORPORATION

The undersigned, Jon Gavenman, hereby certifies that:

1. He is the duly elected Secretary of SiTime Corporation (the "Company").

2. At a meeting of the Board of Directors of the Company held on April 28, 2011, Article III, Section 3.2 of the Bylaws of the Company (the "Bylaws") was amended to read in full as follows:

> "The number of directors constituting the entire Board of Directors shall be eight. Thereafter, this number may be changed by a resolution of the Board of Directors or of the stockholders, subject to Section 3.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires.

3. The matters set forth in this certificate are true and correct of my own knowledge.

Date: May 9, 2011

/s/ Jon Gavenman
Jon Gavenman, Secretary

CERTIFICATE OF AMENDMENT OF BYLAWS OF

SITIME CORPORATION

The undersigned, Jon Gavenman, hereby certifies that:

1. He is the duly elected Secretary of SiTime Corporation (the "Company").

2. Approved by unanimous consent of the Board of Directors of the Company on July 31, 2012, Article III, Section 3.2 of the Bylaws of the Company (the "Bylaws") was amended to read in full as follows:

> "The number of directors constituting the entire Board of Directors shall be seven. Thereafter, this number may be changed by the resolution of the Board of Directors or of the stockholders, subject to Section 3.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires."

3. The matters set forth in this certificate are true and correct of my own knowledge.

Date: July 31, 2012

/s/ Jon Gavenman

Jon Gavenman, Secretary

Exhibit 3.4

AMENDED AND RESTATED

B Y L A W S

OF

SITIME CORPORATION

(a Delaware corporation)

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AMENDED AND RESTATED

B Y L A W S

OF

SITIME CORPORATION
(a Delaware corporation)

ARTICLE 1

Offices

1.1 Registered Office. The registered office of SiTime Corporation shall be set forth in the certificate of incorporation of the corporation.

1.2 Other Offices. The corporation may also have offices at such other places, either within or without the State of Delaware, as the board of directors of the corporation (the “***Board of Directors***”) may from time to time designate, or the business of the corporation may require.

ARTICLE 2

Meeting of Stockholders

2.1 Place of Meeting. Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by or in the manner provided in these bylaws, or, if not so designated, at the principal executive offices of the corporation. The Board of Directors may, in its sole discretion, (a) determine that a meeting of stockholders shall not be held at any place, or (b) permit participation by stockholders at such meeting, by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the “***DGCL***”).

2.2 Annual Meeting.

(a) Annual meetings of stockholders shall be held each year at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At each such annual meeting, the stockholders shall elect the number of directors equal to the number of directors of the class whose term expires at such meeting (or, if fewer, the number of directors properly nominated and qualified for election) to hold office until the third succeeding annual meeting of stockholders after their election. The stockholders shall also transact such other business as may properly be brought before the meeting. Except as otherwise restricted by the certificate of incorporation of the corporation or applicable law, the Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders.

(b) To be properly brought before the annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board

of Directors, or (c) otherwise properly brought before the meeting by a stockholder of record. A motion related to business proposed to be brought before any stockholders' meeting may be made by any stockholder entitled to vote if the business proposed is otherwise proper to be brought before the meeting. However, any such stockholder may propose business to be brought before a meeting only if such stockholder has given timely notice to the Secretary of the corporation in proper written form of the stockholder's intent to propose such business. To be timely, the stockholder's notice must be delivered by a nationally recognized courier service or mailed by first class United States mail, postage or delivery charges prepaid, and received at the principal executive offices of the corporation addressed to the attention of the Secretary of the corporation not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided*, *however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date that is more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (x) the ninetieth (90th) day prior to such annual meeting and (y) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. For the purposes of these bylaws, "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the corporation, the language of the proposed amendment), and the reasons for conducting such business at the annual meeting; (ii) the name and record address of the stockholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made; (iii) the class, series and number of shares of the corporation that are owned beneficially and of record by the stockholder and such beneficial owner; (iv) any material interest of the stockholder in such business; and (v) any other information that is required to be provided by the stockholder pursuant to Section 14 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (collectively, the "***1934 Act***") in such stockholder's capacity as a proponent of a stockholder proposal.

Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section; *provided*, *however*, that nothing in this Section shall be deemed to preclude discussion by any stockholder of any business properly brought before the annual meeting.

The Chairman of the Board (or such other person presiding at the meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

2.3 Special Meetings. Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, by the Secretary only at the request of the Chairman of the Board, the Chief Executive Officer or by a resolution duly adopted by the affirmative vote of a majority of the Board of Directors. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to the matters relating to the purpose or purposes stated in the notice of meeting. Except as otherwise restricted by the certificate of incorporation or applicable law, the Board of Directors may postpone, reschedule or cancel any special meeting of stockholders.

2.4 Notice of Meetings. Except as otherwise provided by law, the certificate of incorporation or these bylaws, written notice of each meeting of stockholders, annual or special, stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

2.5 List of Stockholders. The officer in charge of the stock ledger of the corporation or the transfer agent shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to gain access to such list shall be provided with the notice of the meeting.

2.6 Organization and Conduct of Business. The Chairman of the Board or, in his or her absence, the Chief Executive Officer or President of the corporation or, in their absence, such person as the Board of Directors may have designated or, in the absence of such a person, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her in order.

2.7 Quorum. Except where otherwise provided by law or the certificate of incorporation of the corporation or these bylaws, the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders.

2.8 Adjournments. If a quorum is not present or represented at any meeting of stockholders, a majority of the stockholders present in person or represented by proxy at the meeting and entitled to vote, though less than a quorum, or by any officer entitled to preside at such meeting, shall be entitled to adjourn such meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. When a meeting is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; *provided, however*, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, time and means of remote communications, if any, of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

2.9 Voting Rights. Unless otherwise provided in the DGCL, certificate of incorporation of the corporation, each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of the capital stock having voting power held by such stockholder. No holder of shares of the corporation’s common stock shall have the right to cumulative votes.

2.10 Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the capital stock and entitled to vote present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation of the corporation or of these bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question.

2.11 Record Date for Stockholder Notice and Voting. For purposes of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any other action to which the record date relates. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board of Directors may fix a new record date for the adjourned meeting. If the Board of Directors does not so fix a record date, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

2.12 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Subject to the limitation set forth in the last clause of the first sentence of this Section 2.12, a duly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (a) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy, or (b) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted.

2.13 Inspectors of Election. The corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The corporation may designate one or more persons to act as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability.

2.14 No Action Without a Meeting. No action shall be taken by the stockholders except at an annual or special meeting of stockholders called and noticed in the manner required by these bylaws. The stockholders may not in any circumstance take action by written consent.

ARTICLE 3

Directors

3.1 Number, Election, Tenure and Qualifications. The number of directors that shall constitute the entire Board of Directors shall be fixed from time to time by resolution adopted by a majority of the directors of the corporation then in office. No decrease in the number of authorized directors shall have the effect of removing any director before that director's term of office expires.

The Board of Directors shall be divided into three classes, each class to serve for a term of three (3) years and to be as nearly equal in number as possible. Class I shall be comprised of directors who shall serve until the first annual meeting of stockholders following the effective date of these bylaws. Class II shall be comprised of directors who shall serve until the second annual meeting of stockholders following the effective date of these bylaws. Class III shall be comprised of directors who shall serve until the third annual meeting of stockholders following the effective date of these bylaws. The Board of Directors is authorized, upon the initial effectiveness of the classification of the Board of Directors, to assign members of the Board of Directors already in office among the various classes as determined by the Board of Directors.

3.2 Director Nominations. At each annual meeting of the stockholders, directors shall be elected for that class of directors whose terms are then expiring, except as otherwise provided in Section 3.2, and each director so elected shall hold office until such director's successor is duly elected and qualified or until such director's earlier resignation, removal, death or incapacity.

If a majority of the votes cast for a director are marked "against" or "withheld" in an uncontested election, the director shall promptly tender his or her irrevocable resignation for the Board of Directors' consideration. If such director's resignation is accepted by the Board of Directors, then the Board of Directors, in its sole discretion, may fill the resulting vacancy in accordance with the provisions of Section 3.2 or may decrease the size of the Board of Directors in accordance with the provisions of Section 3.1.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations of persons for election to the Board of Directors must be (a) made by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) made by any stockholder of record of the corporation entitled to vote for the election of directors at the applicable meeting who complies with the notice procedures set forth in this Section 3.2. Directors need not be stockholders. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the corporation. To be timely, a stockholder's notice shall be delivered by a nationally recognized courier service or mailed by first class United States mail, postage or delivery charges prepaid, and received at the principal executive offices of the corporation addressed to the attention of the Secretary of the corporation (i) in the case of an annual meeting of stockholders, not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided*, *however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (A) the ninetieth (90th) day prior to such annual meeting and (B) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made, and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made. Such stockholder's notice to the Secretary shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class, series and number of shares of capital stock of the corporation that are owned beneficially by the person, (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Section 14 of the 1934 Act and the rules and regulations promulgated thereunder and (v) the nominee's written consent

to serve, if elected, and (b) as to the stockholder giving the notice, (i) the name and record address of the stockholder, (ii) the class, series and number of shares of capital stock of the corporation that are owned beneficially by the stockholder, and (iii) a description of all arrangements or understandings between such stockholder and each person the stockholder proposes for election or re-election as a director pursuant to which such proposed nomination is being made. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as a director of the corporation. No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth herein.

In connection with any annual meeting of the stockholders (or, if and as applicable, any special meeting of the stockholders), the Chairman of the Board (or such other person presiding at such meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

3.3 Enlargement and Vacancies. Except as otherwise provided by the certificate of incorporation, subject to the rights of the holders of any series of preferred stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. Directors chosen pursuant to any of the foregoing provisions shall hold office until the next annual election at which the term of the class to which he or she has been elected expires and until such director's successor is duly elected and qualified or until such director's earlier resignation or removal. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by the certificate of incorporation or the bylaws of the corporation, may exercise the powers of the full board until the vacancy is filled.

3.4 Resignation and Removal. Any director may resign at any time upon written notice to the corporation at its principal place of business addressed to the attention of the Chief Executive Officer, the Secretary, the Chairman of the Board or the Chair of the Nominating and Corporate Governance Committee of the Board of Directors, who shall in turn notify the full Board of Directors (although failure to provide such notification to the full Board of Directors shall not impact the effectiveness of such resignation). Such resignation shall be effective upon receipt of such notice by one of the individuals designated above unless the notice specifies such resignation to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, but only for cause, by the holders of not less than two-thirds (2/3) of the voting power of the capital stock issued and outstanding then entitled to vote at an election of directors.

3.5 Powers. The business of the corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation of the corporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.6 Chairman of the Board. The directors shall elect a Chairman of the Board and may elect a Vice Chair of the Board, each to hold such office until their successor is elected and qualified or until their earlier resignation or removal. In the absence or disability of the Chairman of the Board, the Vice Chair of the Board, if one has been elected, or another director designated by the Board of Directors, shall perform the duties and exercise the powers of the Chairman of the Board. The Chairman of the Board of the corporation shall if present preside at all meetings of the stockholders and the Board of Directors and shall have such other duties as may be vested in the Chairman of the Board by the Board of Directors. The Vice Chair of the Board of the corporation shall have such duties as may be vested in the Vice Chair of the Board by the Board of Directors.

3.7 Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as may be determined from time to time by the Board of Directors; *provided, however*, that any director who is absent when such a determination is made shall be given prompt notice of such determination.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, or by the written request of a majority of the directors then in office. Notice of the time and place, if any, of special meetings shall be delivered personally or by telephone to each director, or sent by first-class mail or commercial delivery service, facsimile transmission, or by electronic mail or other electronic means, charges prepaid, sent to such director's business or home address as they appear upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least three (3) days prior to the time of holding of the meeting. In case such notice is delivered personally or by telephone or by commercial delivery service, facsimile transmission, or electronic mail or other electronic means, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

3.10 Quorum, Action at Meeting, Adjournments. At all meetings of the Board of Directors, a majority of directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, as it presently exists or may hereafter be amended, or by the bylaws of the corporation. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.11 Action Without Meeting. Unless otherwise restricted by the certificate of incorporation of the corporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a

meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.12 Telephone Meetings. Unless otherwise restricted by the certificate of incorporation of the corporation or these bylaws, any member of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or by any form of communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.13 Committees. The Board of Directors may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not the member or members present constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all of the lawfully delegated powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request or the charter of such committee may then require. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these bylaws for the conduct of its business by the Board of Directors.

3.14 Fees and Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors.

ARTICLE 4

Officers

4.1 Officers Designated. The officers of the corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. The Board of Directors may also choose a Treasurer, one or more Vice Presidents, and one or more assistant Secretaries or assistant Treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation of the corporation or these bylaws otherwise provide.

4.2 Election. The Board of Directors shall choose a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. Other officers may be appointed by the Board of Directors or may be appointed by the Chief Executive Officer pursuant to a delegation of authority from the Board of Directors.

4.3 Tenure. Each officer of the corporation shall hold office until such officer's successor is appointed and qualified, unless a different term is specified in the vote choosing or appointing such officer, or until such officer's earlier death, resignation, removal or incapacity. Any officer appointed by the Board of Directors or by the Chief Executive Officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors or a committee duly authorized to do so. Any vacancy occurring in any office of the corporation may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering such officer's written resignation to the corporation at its principal place of business to the attention of the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

4.4 The Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, in the absence of the Chairman of the Board, the Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

4.5 The President. The President shall, in the event there is no Chief Executive Officer or in the absence of the Chief Executive Officer or in the event of his or her disability, perform the duties of the Chief Executive Officer, and when so acting, shall have the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as may from time to time be prescribed for such person by the Board of Directors, the Chief Executive Officer or these bylaws.

4.6 The Vice President. The Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated by the directors, or in the absence of any designation, in the order of their election), shall, in the absence of the President or in the event of his or her disability or refusal to act, perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. The Vice President(s) shall perform such other duties and have such other powers as may from time to time be prescribed for them by the Board of Directors, the Chief Executive Officer, the President or these bylaws.

4.7 The Secretary. The Secretary shall attend all meetings of the Board of Directors and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees, when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special

meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board or the Chief Executive Officer, under whose supervision he or she shall act. The Secretary shall sign such instruments on behalf of the corporation as the Secretary may be authorized to sign by the Board of Directors or by law and shall countersign, attest and affix the corporate seal to all certificates and instruments where such countersigning or such sealing and attesting are necessary to their true and proper execution. The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

4.8 The Assistant Secretary. The Assistant Secretary, or if there be more than one, any Assistant Secretaries in the order designated by the Board of Directors (or in the absence of any designation, in the order of their election) shall assist the Secretary in the performance of his or her duties and, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

4.9 The Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer in charge of the general accounting books, accounting and cost records and forms. The Chief Financial Officer may also serve as the principal accounting officer and shall perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer.

4.10 The Treasurer and Assistant Treasurers. The Treasurer (if one is appointed) shall have such duties as may be specified by the Chief Financial Officer to assist the Chief Financial Officer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer. It shall be the duty of any Assistant Treasurers to assist the Treasurer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board of Directors or the Chief Executive Officer.

4.11 Bond. If required by the Board of Directors, any officer shall give the corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of such officer's office and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such officer's possession or under such officer's control and belonging to the corporation.

4.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE 5

Notices

5.1 Delivery. Whenever, under the provisions of law, or of the certificate of incorporation of the corporation or these bylaws, written notice is required to be given to any director or stockholder, such notice may be given by mail, addressed to such director or stockholder, at such person's address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or delivered to a nationally recognized courier service. Unless written notice by mail is required by law, written notice may also be given by commercial delivery service, facsimile transmission, electronic means or similar means addressed to such director or stockholder at such person's address as it appears on the records of the corporation, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the corporation or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery, in person or by telephone, shall be deemed given at the time it is actually given.

5.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of law or of the certificate of incorporation of the corporation or of these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE 6

Indemnification and Insurance

6.1 Indemnification of Officers and Directors. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "***proceeding***"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or officer of the corporation (or any predecessor), or is or was serving at the request of the corporation (or any predecessor) as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, employee benefit plan sponsored or maintained by the corporation, or other enterprise (or any predecessors of such entities) (hereinafter an "***Indemnitee***"), shall be indemnified and held harmless by the corporation to the fullest extent authorized by the ***DGCL***, as the same exists or may hereafter be amended, including, but not limited to, Section 102(b)(7) of the DGCL (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights

than said law permitted the corporation to provide prior to such amendment), or by other applicable law as then in effect, against all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith. Each person who is or was serving as a director, officer, employee or agent of a subsidiary of the corporation shall be deemed to be serving, or have served, at the request of the corporation. The right to indemnification conferred in this Section 6.1 shall be a contract right.

Any indemnification (but not advancement of expenses) under this Article 6 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (a) by a majority vote of the directors who are not or were not parties to the proceeding in respect of which indemnification is being sought by Indemnitee (the "***Disinterested Directors***"), even though less than a quorum, (b) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (c) if there are no such Disinterested Directors, or if the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee, or (d) by the stockholders.

6.2 Indemnification of Others. This Article 6 does not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than those persons identified in Section 6.1 when and as authorized by the Board or by the action of a committee of the Board or designated officers of the corporation established by or designated in resolutions approved by the Board; *provided, however*, that the payment of expenses incurred by such a person in advance of the final disposition of the proceeding shall be made only upon receipt by the corporation of a written undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article 6 or otherwise.

6.3 Advance Payment. The right to indemnification under this Article 6 shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the corporation within thirty (30) days after the receipt by the corporation of a statement or statements from the claimant requesting such advance or advances from time to time; *provided*, *however*, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 6.1 or otherwise.

Notwithstanding the foregoing, unless such right is acquired other than pursuant to this Article 6, no advance shall be made by the corporation to an officer of the corporation (except by reason of the fact that such officer is or was a director of the corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (a) by the Board of Directors by a majority vote of the Disinterested Directors, even though less than a quorum, or (b) by a committee of Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (c) if there are no Disinterested Directors or the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

6.4 Right of Indemnitee to Bring Suit. If a claim for indemnification (following final disposition of such proceeding) or advancement of expenses under this Article 6 is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the corporation.

6.5 Non-Exclusivity and Survival of Rights; Amendments. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 6 shall not be deemed exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation of the corporation, bylaws, agreement, vote of stockholders or Disinterested Directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the corporation and shall inure to the benefit of the heirs, executors and administrators of such a person. Any repeal or modification of the provisions of this Article 6 shall not in any way diminish or adversely affect the rights of any director, officer, employee or agent of the corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

6.6 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee

or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

6.7 Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the corporation shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article 6 in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this Article 6 shall apply to claims made against an Indemnitee arising out of acts or omissions that occurred or occur both prior and subsequent to the adoption hereof.

6.8 Severability. If any word, clause, provision or provisions of this Article 6 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article 6 (including, without limitation, each portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article 6 (including, without limitation, each such portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE 7

Capital Stock

7.1 Certificates for Shares. The shares of the corporation shall be (i) represented by certificates or (ii) uncertificated and evidenced by a book-entry system maintained by or through the corporation's transfer agent or registrar. Certificates shall be signed by, or in the name of the corporation by, the Chairman of the Board, the Chief Executive Officer, the President or a Vice President and by the Chief Financial Officer, the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send or cause to be sent to the registered owner thereof a written notice containing the information required by the DGCL or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.2 Signatures on Certificates. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile

signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

7.3 Transfer of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate of shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, and proper evidence of compliance of other conditions to rightful transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions and proper evidence of compliance of other conditions to rightful transfer from the registered owner of uncertificated shares, such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

7.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.5 Lost, Stolen or Destroyed Certificates. The corporation may direct that a new certificate or certificates be issued to replace any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed and on such terms and conditions as the corporation may require. When authorizing the issue of a new certificate or certificates, the corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require, to indemnify the corporation in such manner as it may require, and/or to give the corporation a bond or other adequate security in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 8

General Provisions

8.1 Dividends. Dividends upon the capital stock of the corporation, subject to any restrictions contained in the DGCL or the provisions of the certificate of incorporation of the corporation, if any, may be declared by the Board of Directors at any regular or special meeting or by unanimous written consent. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the certificate of incorporation of the corporation.

8.2 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.3 Corporate Seal. The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the word "Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced. The seal may be altered from time to time by the Board of Directors.

8.4 Execution of Corporate Contracts and Instruments. The Board of Directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.5 Representation of Shares of Other Corporations. The Chief Executive Officer, the President or any Vice President, the Chief Financial Officer or the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the corporation is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any corporation or corporations or similar ownership interests of other business entities standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares or similar ownership interests held by the corporation in any other corporation or corporations or other business entities may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officers.

ARTICLE 9

Forum for Adjudication of Disputes

To the fullest extent permitted by law, and unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction or is permitted by applicable law to be the sole and exclusive forum, the federal district court for the District of Delaware), shall be the sole and exclusive forum for (a) any derivative action or proceeding brought in the name or right of the corporation or on its behalf, (b) any action asserting a claim for breach of any fiduciary duty owed by any director, officer, employee or agent of the corporation to the corporation or the corporation's stockholders, (c) any action arising or asserting a claim arising pursuant to any provision of the DGCL or any provision of the certificate of incorporation or these bylaws or (d) any action asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce or determine the validity of the certificate of incorporation or these bylaws. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Article 9.

ARTICLE 10

Amendments

Subject to the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation, without any action on the part of the stockholders, by the vote of at least a majority of the directors of the corporation then in office. In addition to any vote of the holders of any class or series of stock of the corporation required by the DGCL or the certificate of incorporation of the corporation, the bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class.

Exhibit 4.1

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

COMMON STOCK

PAR VALUE $0.0001

Certificate Number ZQ00000000

COMMON STOCK

Shares
000000************
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SiTime

SITIME CORPORATION

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP 82982T 10 6

THIS CERTIFIES THAT MR. SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

is the owner of ***ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO***

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

SiTime Corporation (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

DATED DD-MMM-YYYY

FACSIMILE SIGNATURE TO COME

President

SITIME CORPORATION CORPORATE SEAL December 3, 2003 DELAWARE

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By ______________________
AUTHORIZED SIGNATURE

FACSIMILE SIGNATURE TO COME

Secretary

SECURITY INSTRUCTIONS ON REVERSE

1234567

PO BOX 505006, Louisville, KY 40233-5006

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP/IDENTIFIER	XXXXXX XX X
Holder ID	XXXXXXXXXX
Insurance Value	1,000,000.00
Number of Shares	123456
DTC	12345678 123456789012345

Certificate Numbers	Num/No.	Denom.	Total
1234567890/1234567890	1	1	1
1234567890/1234567890	2	2	2
1234567890/1234567890	3	3	3
1234567890/1234567890	4	4	4
1234567890/1234567890	5	5	5
1234567890/1234567890	6	6	6
Total Transaction			7

SITIME CORPORATION

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH SHAREHOLDER WHO SO REQUESTS, A SUMMARY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OF THE COMPANY AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND RIGHTS, AND THE VARIATIONS IN RIGHTS, PREFERENCES AND LIMITATIONS DETERMINED FOR EACH SERIES, WHICH ARE FIXED BY THE CERTIFICATE OF INCORPORATION OF THE COMPANY, AS AMENDED, AND THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE VARIATIONS FOR FUTURE SERIES. SUCH REQUEST MAY BE MADE TO THE OFFICE OF THE SECRETARY OF THE COMPANY OR TO THE TRANSFER AGENT. THE BOARD OF DIRECTORS MAY REQUIRE THE OWNER OF A LOST OR DESTROYED STOCK CERTIFICATE, OR HIS LEGAL REPRESENTATIVES, TO GIVE THE COMPANY A BOND TO INDEMNIFY IT AND ITS TRANSFER AGENTS AND REGISTRARS AGAINST ANY CLAIM THAT MAY BE MADE AGAINST THEM ON ACCOUNT OF THE ALLEGED LOSS OR DESTRUCTION OF ANY SUCH CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UNIF GIFT MIN ACT	-........................ Custodian .... (Cust) (Minor) under Uniform Gifts to Minors Act........................ (State)
TEN ENT	- as tenants by the entireties		
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT	-........................ Custodian (until age........................) (Cust) .... under Uniform Transfers to Minors Act........................ (Minor) (State)

Additional abbreviations may also be used though not in the above list.

For value received, ____________________ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

____

____

____ Shares

of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

____ Attorney

to transfer the said stock on the books of the within-named corporation with full power of substitution in the premises.

Dated: ____________________ 20__________

Signature: ______________________________

Signature: ______________________________

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011. If your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

1234567

Exhibit 10.1

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the “**Agreement**”), dated as of , 20 , between SiTime Corporation, a Delaware corporation (the “**Company**”), and (“**Indemnitee**”).

W I T N E S S E T H:

WHEREAS, Indemnitee is either a member of the Board of Directors of the Company (the “**Board of Directors**”) or an officer of the Company, or both, and in such capacity or capacities, or otherwise as an Agent (as hereinafter defined) of the Company, is performing a valuable service for the Company; and

WHEREAS, the Company is aware that competent and experienced persons are increasingly reluctant to serve as directors or officers of corporations or other business entities unless they are protected by comprehensive indemnification and liability insurance, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and because the exposure frequently bears no reasonable relationship to the compensation of such directors and officers; and

WHEREAS, the Board of Directors of the Company has concluded that, to retain and attract talented and experienced individuals to serve or continue to serve as officers or directors of the Company or as an Agent, and to encourage such individuals to take the business risks necessary for the success of the Company, it is necessary for the Company contractually to indemnify directors, officers and Agents and to assume for itself to the fullest extent permitted by law expenses and damages in connection with claims against such officers, directors and Agents in connection with their service to the Company; and

WHEREAS, Section 145 of the General Corporation Law of the State of Delaware (the “**DGCL**”), under which the Company is organized, empowers the Company to indemnify by agreement its officers, directors, employees and agents, and persons who serve, at the request of the Company, as directors, officers, employees or agents of other corporations or enterprises, and expressly provides that the indemnification provided by the DGCL is not exclusive; and

WHEREAS, the Company desires and has requested the Indemnitee to serve or continue to serve as a director, officer or Agent of the Company free from undue concern for claims for damages arising out of or related to such services to the Company; and

WHEREAS, Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be indemnified as herein provided; and

WHEREAS, it is intended that Indemnitee shall be paid promptly by the Company all amounts necessary to effectuate in full the indemnity provided herein; and

WHEREAS, certain defined terms are set forth in Section 17 below:

NOW, THEREFORE, in consideration of the premises and the covenants in this Agreement, and of Indemnitee serving or continuing to serve the Company as an Agent and intending to be legally bound hereby, the parties hereto agree as follows:

1. Services by Indemnitee. Indemnitee agrees to serve or continue to serve (a) as a director or an officer of the Company, or both, so long as Indemnitee is duly appointed or elected and qualified, and until such time as Indemnitee resigns or fails to stand for election or is removed from Indemnitee's position in each case in accordance with the applicable provisions of the Certificate of Incorporation and Bylaws of the Company, or (b) otherwise as an Agent of the Company. Indemnitee may from time to time also perform other services at the request or for the convenience of, or otherwise benefiting the Company or any subsidiary of the Company. Indemnitee may at any time and for any reason resign or be removed from such position (subject to any other contractual obligation or other obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in any such position.

2. Indemnification of Indemnitee. Subject to the limitations set forth herein and particularly in Section 6 hereof, the Company hereby agrees to indemnify Indemnitee as follows:

(a) The Company shall, with respect to any Proceeding (as hereinafter defined), indemnify Indemnitee to the fullest extent permitted by applicable law or as such law may from time to time be amended (but, in the case of any such amendment, only to the extent such amendment permits the Company to provide broader indemnification rights than the law permitted the Company to provide before such amendment). The right to indemnification conferred herein shall be presumed to have been relied upon by Indemnitee in serving or continuing to serve the Company as an Agent and shall be enforceable as a contract right. Without in any way diminishing the scope of the indemnification provided by this Section 2(a), the rights of indemnification of Indemnitee shall include but shall not be limited to those rights hereinafter set forth.

(b) The Company shall indemnify Indemnitee if Indemnitee is or was a party or is threatened to be made a party to any Proceeding (other than an action by or in the right of the Company) by reason of the fact that Indemnitee is or was an Agent of the Company, or any subsidiary of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as an Agent of another corporation, partnership, joint venture, trust or other enterprise, against Expenses (as hereinafter defined) or Liabilities (as hereinafter defined), actually and reasonably incurred by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(c) The Company shall indemnify Indemnitee if Indemnitee was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Company or any subsidiary of the Company to procure a judgment in its favor by reason of the fact that Indemnitee is or was an Agent of the Company, or any subsidiary of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as an Agent of another corporation, partnership, joint venture, trust or other enterprise, against (i) Expenses and

(ii) to the fullest extent permitted by law, Liabilities if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, except with respect to both clauses (i) and (ii) hereof, no indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

3. Advancement of Expenses. All reasonable Expenses incurred by or on behalf of Indemnitee (including costs of enforcement of this Agreement) shall be advanced from time to time by the Company to Indemnitee within thirty (30) days after the receipt by the Company of a written request for an advance of Expenses, whether prior to or after final disposition of a Proceeding (except to the extent that there has been a Final Adverse Determination (as hereinafter defined) that Indemnitee is not entitled to be indemnified for such Expenses), including without limitation any Proceeding brought by or in the right of the Company. The written request for an advancement of any and all Expenses under this paragraph shall contain reasonable detail of the Expenses incurred by Indemnitee. In the event that such written request shall be accompanied by an affidavit of counsel to Indemnitee to the effect that such counsel has reviewed such Expenses and that such Expenses are reasonable in such counsel's view, then such expenses shall be deemed reasonable in the absence of clear and convincing evidence to the contrary. By execution of this Agreement, Indemnitee shall be deemed to have made whatever undertaking as may be required by law at the time of any advancement of Expenses with respect to repayment to the Company of such Expenses. In the event that the Company shall breach its obligation to advance Expenses under this Section 3, the parties hereto agree that Indemnitee's remedies available at law would not be adequate and that Indemnitee would be entitled to specific performance.

4. Presumptions and Effect of Certain Proceedings. Upon making a request for indemnification, Indemnitee shall be presumed to be entitled to indemnification under this Agreement and the Company shall have the burden of proof to overcome that presumption in reaching any contrary determination. The termination of any Proceeding by judgment, order, settlement, arbitration award or conviction, or upon a plea of nolo contendere or its equivalent shall not affect this presumption or, except as determined by a judgment or other final adjudication adverse to Indemnitee, establish a presumption regarding any factual matter relevant to determining Indemnitee's rights to indemnification hereunder. If the person or persons so empowered to make a determination pursuant to Section 5 hereof shall have failed to make the requested determination within the period provided for in Section 5 hereof, a determination that Indemnitee is entitled to indemnification shall be deemed to have been made.

5. Procedure for Determination of Entitlement to Indemnification.

(a) Whenever Indemnitee believes that Indemnitee is entitled to indemnification pursuant to this Agreement, Indemnitee shall submit a written request for indemnification to the Company. Any request for indemnification shall include sufficient documentation or information reasonably available to Indemnitee for the determination of entitlement to

indemnification. In any event, Indemnitee shall submit Indemnitee's claim for indemnification within a reasonable time, not to exceed five (5) years after any judgment, order, settlement, dismissal, arbitration award, conviction, acceptance of a plea of nolo contendere or its equivalent, or final determination, whichever is the later date for which Indemnitee requests indemnification. The Secretary or other appropriate officer shall, promptly upon receipt of Indemnitee's request for indemnification, advise the Board of Directors in writing that Indemnitee has made such request. Determination of Indemnitee's entitlement to indemnification shall be made not later than sixty (60) days after the Company's receipt of Indemnitee's written request for such indemnification, provided that any request for indemnification for Liabilities, other than amounts paid in settlement, shall have been made after a determination thereof in a Proceeding. If it is so determined that the Indemnitee is entitled to indemnification, and Indemnitee has already paid the Liabilities, reimbursement to the Indemnitee shall be made within ten (10) days after such determination; otherwise, the Company shall pay the Liabilities on behalf of the Indemnitee if and when the Indemnitee becomes legally obligated to make payment.

(b) The Company shall be entitled to select the forum in which Indemnitee's entitlement to indemnification will be heard; provided, however, that if there is a Change in Control of the Company, Independent Legal Counsel (as hereinafter defined) shall determine whether Indemnitee is entitled to indemnification. The forum shall be any one of the following:

(i) a majority vote of Disinterested Directors (as hereinafter defined), even though less than a quorum;

(ii) by a committee of Disinterested Directors designated by majority vote of Disinterested Directors, even though less than a quorum;

(iii) Independent Legal Counsel, whose determination shall be made in a written opinion; or

(iv) the stockholders of the Company.

6. Specific Limitations on Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated under this Agreement to make any payment to Indemnitee with respect to any Proceeding (and Indemnitee hereby waives and relinquishes any right under this Agreement, the Certificate of Incorporation, the Bylaws or otherwise to be indemnified and held harmless or to receive any advancement of Expenses):

(a) Provided there has been no Change in Control, for Liabilities in connection with Proceedings settled without the Company's consent, which consent, however, shall not be unreasonably withheld;

(b) For an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company within the meaning of section 16(b) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or similar provisions of any state statutory or common law;

(c) To the extent it would be otherwise prohibited by law; or

(d) In connection with a Proceeding commenced by Indemnitee (other than a Proceeding commenced by Indemnitee to enforce Indemnitee's rights under this Agreement) unless the commencement of such Proceeding was authorized by the Board of Directors.

7. Fees and Expenses of Independent Legal Counsel. The Company agrees to pay the reasonable fees and expenses of Independent Legal Counsel should such Independent Legal Counsel be retained to make a determination of Indemnitee's entitlement to indemnification pursuant to Section 5(b) of this Agreement, and to fully indemnify such Independent Legal Counsel against any and all expenses and losses incurred by any of them arising out of or relating to this Agreement or their engagement pursuant hereto.

8. Remedies of Indemnitee.

(a) In the event that (i) a determination pursuant to Section 5 hereof is made that Indemnitee is not entitled to indemnification, (ii) advances of Expenses are not made pursuant to this Agreement, (iii) payment has not been timely made following a determination of entitlement to indemnification pursuant to this Agreement, or (iv) Indemnitee otherwise seeks enforcement of this Agreement, Indemnitee shall be entitled to a final adjudication in the Court of Chancery of the State of Delaware of the remedy sought. Alternatively, unless court approval is required by law for the indemnification sought by Indemnitee, Indemnitee at Indemnitee's option may seek an award in arbitration to be conducted by a single arbitrator in accordance with JAMS' Comprehensive Arbitration Rules and Procedures then in effect, which award is to be made within ninety (90) days following the filing of the demand for arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or arbitration award. In any such proceeding or arbitration Indemnitee shall be presumed to be entitled to indemnification and advancement of Expenses under this Agreement and the Company shall have the burden of proof to overcome that presumption.

(b) In the event that a determination that Indemnitee is not entitled to indemnification, in whole or in part, has been made pursuant to Section 5 hereof, the decision in the judicial proceeding or arbitration provided in paragraph (a) of this Section 8 shall be made *de novo* and Indemnitee shall not be prejudiced by reason of a determination that Indemnitee is not entitled to indemnification.

(c) If a determination that Indemnitee is entitled to indemnification has been made pursuant to Section 5 hereof, or is deemed to have been made pursuant to Section 4 hereof or otherwise pursuant to the terms of this Agreement, the Company shall be bound by such determination.

(d) The Company shall be precluded from asserting that the procedures and presumptions of this Agreement are not valid, binding and enforceable. The Company shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(e) Expenses reasonably incurred by Indemnitee in connection with Indemnitee's request for indemnification under, seeking enforcement of or to recover damages for breach of this Agreement shall be advanced by the Company when and as incurred by Indemnitee irrespective of any Final Adverse Determination that Indemnitee is not entitled to indemnification.

9. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

10. Maintenance of Insurance. The Company represents that it presently has in place certain directors' and officers' liability insurance policies covering its directors and officers. Subject only to the provisions within this Section 10, the Company agrees that so long as Indemnitee shall have consented to serve or shall continue to serve as a director or officer of the Company, or both, or as an Agent of the Company, and thereafter so long as Indemnitee shall be subject to any possible Proceeding (such periods being hereinafter sometimes referred to as the "**Indemnification Period**"), the Company will use all reasonable efforts to maintain in effect for the benefit of Indemnitee one or more valid, binding and enforceable policies of directors' and officers' liability insurance from established and reputable insurers, providing, in all material respects, coverage both in scope and amount which are substantially similar to that presently provided or, following the Company's initial public offering, than that provided as of the time of such initial public offering.

Anything in this Agreement to the contrary notwithstanding, to the extent that and for so long as the Company shall choose to continue to maintain any policies of directors' and officers' liability insurance during the Indemnification Period, the Company shall maintain similar and equivalent insurance for the benefit of Indemnitee during the Indemnification Period (unless such insurance shall be less favorable to Indemnitee than the Company's existing policies).

11. Modification, Waiver, Termination and Cancellation. No supplement, modification, termination, cancellation or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

12. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

13. Notice by Indemnitee and Defense of Claim. Indemnitee shall promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint,

indictment, information or other document relating to any matter, whether civil, criminal, administrative or investigative that may result in the right to indemnification or the advancement of Expenses, but the omission so to notify the Company will not relieve it from any liability that it may have to Indemnitee if such omission does not prejudice the Company's rights. If such omission does prejudice the Company's rights, the Company will be relieved from liability only to the extent of such prejudice. Notwithstanding the foregoing, such omission will not relieve the Company from any liability that it may have to Indemnitee otherwise than under this Agreement. With respect to any Proceeding as to which Indemnitee notifies the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense; and

(b) The Company jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee; provided, however, that the Company shall not be entitled to assume the defense of any Proceeding if there has been a Change in Control or if Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee with respect to such Proceeding. After notice from the Company to Indemnitee of its election to assume the defense thereof, the Company will not be liable to Indemnitee under this Agreement for any Expenses subsequently incurred by Indemnitee in connection with the defense thereof, other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless:

(i) the employment of counsel by Indemnitee has been authorized by the Company;

(ii) Indemnitee shall have reasonably concluded that counsel engaged by the Company may not adequately represent Indemnitee due to, among other things, actual or potential differing interests; or

(iii) the Company shall not in fact have employed counsel to assume the defense in such Proceeding or shall not in fact have assumed such defense and be acting in connection therewith with reasonable diligence; in each of which cases the fees and expenses of such counsel shall be at the expense of the Company.

(c) The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent; provided, however, that Indemnitee will not unreasonably withhold his or her consent to any proposed settlement.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth below Indemnitee's signature on the signature page hereof.

(b) If to the Company, to:

SiTime Corporation
5451 Patrick Henry Drive
Santa Clara, CA 95054

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

15. Nonexclusivity. The rights of Indemnitee hereunder shall not be deemed exclusive of any other rights to which Indemnitee may be entitled under applicable law, the Company's Certificate of Incorporation or Bylaws, or any agreements, vote of stockholders, resolution of the Board of Directors or otherwise, and to the extent that during the Indemnification Period the rights of the then existing directors and officers are more favorable to such directors or officers than the rights currently provided to Indemnitee thereunder or under this Agreement, Indemnitee shall be entitled to the full benefits of such more favorable rights.

16. Indemnification and Advancement Rights Primary. The Company hereby acknowledges that Indemnitee has or may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more parties other than the Company or an affiliate of the Company (collectively, the "**Secondary Indemnitors**"). The Company hereby acknowledges and the Company and Indemnitee hereby agree that: (i) the Company is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Secondary Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary); (ii) the Company shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation and/or Bylaws of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Secondary Indemnitors; and (iii) the Company irrevocably waives, relinquishes and releases the Secondary Indemnitors from any and all claims against the Secondary Indemnitors that the Company may have for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Secondary Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Secondary Indemnitors shall have a right of contribution and/or subrogation to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Secondary Indemnitors are express third party beneficiaries of the terms of this provision.

17. Certain Definitions.

(a) "**Agent**" shall mean any person who is or was, or who has consented to serve as, a director, officer, employee, agent, fiduciary, joint venturer, partner, manager or other official of

the Company or a subsidiary or an affiliate of the Company, or any other entity (including without limitation, an employee benefit plan), in each case either at the request of, for the convenience of, or otherwise to benefit the Company or a subsidiary of the Company. Any person who is or was serving as a director, officer, employee or agent of a subsidiary of the Company shall be deemed to be serving, or have served, at the request of the Company.

(b) "**Change in Control**" shall mean the occurrence, after the Company's initial public offering, of any of the following:

(i) Both (A) any "person" (as defined below) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least twenty percent (20%) of the total voting power represented by the Company's then outstanding voting securities and (B) the beneficial ownership by such person of securities representing such percentage is not approved by a majority of the "Continuing Directors" (as defined below);

(ii) Any "person" is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the total voting power represented by the Company's then outstanding voting securities;

(iii) A change in the composition of the Board of Directors occurs, as a result of which fewer than two-thirds of the incumbent directors are directors (the "**Continuing Directors**") who either (A) had been directors of the Company on the "look-back date" (as defined below) (the "**Original Directors**") or (B) were elected, or nominated for election, to the Board of Directors with the affirmative votes of at least a majority in the aggregate of the Original Directors who were still in office at the time of the election or nomination and directors whose election or nomination was previously so approved;

(iv) The stockholders of the Company approve a merger or consolidation of the Company with any other Company, if such merger or consolidation would result in the voting securities of the Company outstanding immediately prior thereto representing (either by remaining outstanding or by being converted into voting securities of the surviving entity) 50% or less of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(v) The stockholders of the Company approve (A) a plan of complete liquidation of the Company or (B) an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

For purposes of Subsections (i) and (ii) above, the term "**person**" shall have the same meaning as when used in sections 13(d) and 14(d) of the Exchange Act, but shall exclude (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a parent or subsidiary of the Company or (y) a Company owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company.

For purposes of Subsection (iii) above, the term "**look-back date**" shall mean the later of (x) the date first written above in the preamble to this Agreement or (y) the date 24 months prior to the date of the event that may constitute a "Change in Control."

Any other provision of this Section 17(b) notwithstanding, the term "Change in Control" shall not include a transaction, if undertaken at the election of the Company, the result of which is to sell all or substantially all of the assets of the Company to another corporation (the "**Surviving Company**"); provided that the Surviving Company is owned directly or indirectly by the stockholders of the Company immediately following such transaction in substantially the same proportions as their ownership of the Company's common stock immediately preceding such transaction; and provided, further, that the Surviving Company expressly assumes this Agreement.

(c) "**Disinterested Director**" shall mean a director of the Company who is not or was not a party to the Proceeding in respect of which indemnification is being sought by Indemnitee.

(d) "**Expenses**" shall include all direct and indirect costs (including, without limitation, attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, all other disbursements or out-of-pocket expenses and reasonable compensation for time spent by Indemnitee for which Indemnitee is otherwise not compensated by the Company or any third party) actually and reasonably incurred in connection with either the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Agreement, applicable law or otherwise; provided, however, that "Expenses" shall not include any Liabilities.

(e) "**Final Adverse Determination**" shall mean that a determination that Indemnitee is not entitled to indemnification shall have been made pursuant to Section 5 hereof and either (1) a final adjudication in the courts of the State of Delaware from which there is no further right of appeal or decision of an arbitrator pursuant to Section 8(a) hereof shall have denied Indemnitee's right to indemnification hereunder, or (2) Indemnitee shall have failed to file a complaint in a Delaware court or seek an arbitrator's award pursuant to Section 8(a) for a period of one hundred twenty (120) days after the determination made pursuant to Section 5 hereof.

(f) "**Independent Legal Counsel**" shall mean a law firm or a member of a firm selected by the Company and approved by Indemnitee (which approval shall not be unreasonably withheld) or, if there has been a Change in Control, selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), that neither is presently nor in the past five (5) years has been retained to represent: (i) the Company or any of its subsidiaries or affiliates, or Indemnitee or any Company of which Indemnitee was or is a director, officer, employee or agent, or any subsidiary or affiliate of such a corporation, in any material matter, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's right to indemnification under this Agreement.

(g) "**Liabilities**" shall mean liabilities of any type whatsoever including, but not limited to, any judgments, fines, Employee Retirement Income Security Act excise taxes and penalties, penalties and amounts paid in settlement (including all interest assessments and other charges paid or payable in connection with or in respect of such judgments, fines, penalties or amounts paid in settlement) of any Proceeding.

(h) "**Proceeding**" shall mean any threatened, pending or completed action, claim, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party, as a witness or otherwise, that is associated with Indemnitee's being an Agent of the Company.

18. Binding Effect; Duration and Scope of Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), spouses, heirs and personal and legal representatives. This Agreement shall be deemed to be effective as of the commencement date of the Indemnitee's service as an officer or director of the Company and shall continue in effect during the Indemnification Period, regardless of whether Indemnitee continues to serve as an Agent.

19. Severability. If any provision or provisions of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and

(b) to the fullest extent legally possible, the provisions of this Agreement shall be construed so as to give effect to the intent of any provision held invalid, illegal or unenforceable.

20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, as applied to contracts between Delaware residents entered into and to be performed entirely within the State of Delaware, without regard to conflict of laws rules.

21. Consent to Jurisdiction. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 8 of this Agreement, the Company and Indemnitee each irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the State of Delaware.

22. Entire Agreement. This Agreement represents the entire agreement between the parties hereto, and there are no other agreements, contracts or understandings between the parties hereto with respect to the subject matter of this Agreement, except as specifically referred to herein or as provided in Section 15 hereof.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Indemnitee has executed this Agreement as of the date first above written.

SITIME CORPORATION,
a Delaware corporation

By: ______________________
Name: ______________________
Title: ______________________

INDEMNITEE

By: ______________________
Printed name: ______________________

Address: ______________________
____

Exhibit 10.2

SITIME CORPORATION

2019 STOCK INCENTIVE PLAN

(Adopted by the Board of Directors on __________, 2019)

(Approved by the Stockholders on __________, 2019)

(Effective on __________, 2019)

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SITIME CORPORATION

2019 STOCK INCENTIVE PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE.

The Plan was adopted by the Board of Directors on _________, 2019 and is effective on _________, 2019 (the "Effective Date"). The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership and other incentive opportunities.

Until the closing of an Offering, the Awards under the Plan are intended to be exempt from the securities qualification requirements of the California Corporations Code by satisfying the exemption under Section 25102(o) of the California Corporations Code. However, Awards may be made in reliance upon other state securities law exemptions. To the extent that other state exemptions are relied upon, the terms of this Plan which are included only to comply with Section 25102(o) shall be disregarded to the extent provided in the applicable Award Agreement. In addition, to the extent that Section 25102(o) or the regulations promulgated thereunder are amended to delete any requirements set forth in such law or regulations, the terms of this Plan which are included only to comply with Section 25102(o) or the regulations promulgated thereunder as in effect prior to any such amendment shall be disregarded to the extent permitted by applicable law.

SECTION 2. DEFINITIONS.

(a) "Administrator" means committee appointed pursuant to Section 3(b), with such powers as are granted or limited therein.

(b) "Affiliate" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

(c) "Award" means any award of an Option, a SAR, a Restricted Share, a Stock Unit or a Cash-Based Award under the Plan.

(d) "Award Agreement" means the agreement between the Company and the recipient of an Award which contains the terms, conditions and restrictions pertaining to such Award.

(e) "Board of Directors" or "Board" means the Board of Directors of the Company, as constituted from time to time.

(f) "Cash-Based Award" means an Award that entitles the Participant to receive a cash-denominated payment.

(g) “Change in Control” means the occurrence of any of the following events:

(i) A change in the composition of the Board of Directors occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company on the “look-back date” (as defined below) (the “original directors”); or

(B) Were elected, or nominated for election, to the Board of Directors with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved (the “continuing directors”);

provided, however, that for this purpose, the “original directors” and “continuing directors” shall not include any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(ii) Any “person” (as defined below) who by the acquisition or aggregation of securities, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the “Base Capital Stock”); except that any change in the relative beneficial ownership of the Company’s securities by any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person’s ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person’s beneficial ownership of any securities of the Company;

(iii) The consummation of a merger or consolidation of the Company or a Subsidiary of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the Company (or its successor) and (B) any direct or indirect parent corporation of the Company (or its successor); or

(iv) The sale, transfer or other disposition of all or substantially all of the Company’s assets.

For purposes of subsection (f)(i) above, the term “look-back” date means the later of (1) the Effective Date and (2) the date that is 24 months prior to the date of the event that may constitute a Change in Control.

For purposes of subsection (f)(ii) above, the term “person” shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a Parent or Subsidiary and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Stock.

Any other provision of this Section 2(f) notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction, and a Change in Control shall not be deemed to occur if the Company files a registration statement with the United States Securities and Exchange Commission in connection with an initial or secondary public offering of securities or debt of the Company to the public.

(h) “Code” means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(i) “Committee” means the Compensation Committee as designated by the Board of Directors, which is authorized to administer the Plan, as described in Section 3 hereof.

(j) “Company” means SiTime Corporation, a Delaware corporation.

(k) “Consultant” means an individual who is a consultant or advisor and who provides bona fide services to the Company, a Parent, a Subsidiary or an Affiliate as an independent contractor (not including service as a member of the Board of Directors) or a member of the board of directors of a Parent or a Subsidiary, in each case who is not an Employee.

(l) “Disability” means any permanent and total disability as defined by Section 22(e)(3) of the Code.

(m) “Employee” means any individual who is a common-law employee of the Company, a Parent, a Subsidiary or an Affiliate.

(n) “Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(o) “Exercise Price” means, in the case of an Option, the amount for which one Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. “Exercise Price” means, in the case of a SAR, an amount, as specified in the applicable SAR Award Agreement, which is subtracted from the Fair Market Value of one Share in determining the amount payable upon exercise of such SAR.

(p) “Fair Market Value” with respect to a Share, means the market price of one Share, determined by the Committee as follows:

(i) If the Stock was traded over-the-counter on the date in question, then the Fair Market Value shall be equal to the last transaction price quoted for such date by the OTC Bulletin Board or, if not so quoted, shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the principal automated inter-dealer quotation system on which the Stock is quoted or, if the Stock is not quoted on any such system, by the Pink Quote system;

(ii) If the Stock was traded on any established stock exchange (such as the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market) or national market system on the date in question, then the Fair Market Value shall be equal to the closing price reported for such date by the applicable exchange or system; or

(iii) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

In all cases, the determination of Fair Market Value by the Committee shall be conclusive and binding on all persons.

(q) “ISO” means an employee incentive stock option described in Section 422 of the Code.

(r) “Nonstatutory Option” or “NSO” means an employee stock option that is not an ISO.

(s) “Offering” means the closing of a firm commitment underwritten public offering of the Company’s Stock pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act.

(t) “Option” means an ISO or Nonstatutory Option granted under the Plan and entitling the holder to purchase Shares.

(u) “Outside Director” means a member of the Board of Directors who is not a common-law employee of, or paid consultant to, the Company, a Parent or a Subsidiary.

(v) “Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be a Parent commencing as of such date.

(w) “Participant” means a person who holds an Award.

(x) “Plan” means this 2019 Stock Incentive Plan of SiTime Corporation, as amended from time to time.

(y) “Purchase Price” means the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option), as specified by the Committee.

(z) “Restricted Share” means a Share awarded under the Plan.

(aa) “SAR” means a stock appreciation right granted under the Plan.

(bb) “Section 409A” means Section 409A of the Code.

(cc) “Securities Act” means the United States Securities Act of 1933, as amended, the rules and regulations promulgated thereunder,

(dd) “Service” means service as an Employee, Consultant or Outside Director, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. Service does not terminate when an Employee goes on a bona fide leave of absence, that was approved by the Company in writing, if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by applicable law. However, for purposes of determining whether an Option is entitled to ISO status, an Employee’s employment will be treated as terminating three months after such Employee went on leave, unless such Employee’s right to return to active work is guaranteed by law or by a contract. Service terminates in any event when the approved leave ends, unless such Employee immediately returns to active work. The Company determines which leaves of absence count toward Service, and when Service terminates for all purposes under the Plan.

(ee) “Share” means one share of Stock, as adjusted in accordance with Section 12 (if applicable).

(ff) “Stock” means the Common Stock, par value $0.0001 per share, of the Company.

(gg) “Stock Unit” means a bookkeeping entry representing the Company’s obligation to deliver one Share (or distribute cash) on a future date in accordance with the provisions of a Stock Unit Award Agreement.

(hh) “Subsidiary” means any corporation, if the Company and/or one or more other Subsidiaries own not less than 50% of the total combined voting power of all classes of outstanding stock of such corporation. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

SECTION 3. ADMINISTRATION.

(a) *Committee Composition*. The Plan shall be administered by a Committee appointed by the Board, or by the Board acting as the Committee. The Committee shall consist of two or more directors of the Company. In addition, to the extent required by the Board, the composition of the Committee shall satisfy such requirements as the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 (or its successor) under the Exchange Act.

(b) *Committee Appointment*. The Board may also appoint one or more separate committees of the Board (each an "Administrator"), each composed of one or more directors of the Company who need not satisfy the requirements of Section 3(a), who may administer the Plan, may grant Awards under the Plan and may determine all terms of such grants, in each case with respect to all Employees, Consultants and Outside Directors (except such as may be on such committee), provided that following an Offering, such committee or committees may perform these functions only with respect to Employees who are not considered officers or directors of the Company under Section 16 of the Exchange Act. Within the limitations of the preceding sentence, any reference in the Plan to the Committee shall include such committee or committees appointed pursuant to the preceding sentence. To the extent permitted by applicable laws, the Board of Directors may also authorize one or more officers of the Company to designate Employees, other than officers under Section 16 of the Exchange Act, to receive Awards and/or to determine the number of such Awards to be received by such persons; provided, however, that the Board of Directors shall specify the total number of Awards that such officers may so award. Notwithstanding the foregoing, beginning after an Offering, the Board shall constitute the Administrator and shall grant Awards under the Plan to Outside Director and shall determine all the terms of such Awards.

(c) *Committee Procedures*. The Board of Directors shall designate one of the members of the Committee as chairman. The Committee may hold meetings at such times and places as it shall determine. The acts of a majority of the Committee members present at meetings at which a quorum exists, or acts reduced to or approved in writing (including via email) by all Committee members, shall be valid acts of the Committee.

(d) *Committee Responsibilities*. Subject to the provisions of the Plan, the Committee shall have full authority and discretion to take the following actions:

(i) To interpret the Plan and to apply its provisions;

(ii) To adopt, amend or rescind rules, procedures and forms relating to the Plan;

(iii) To adopt, amend or terminate sub-plans established for the purpose of satisfying applicable foreign laws including qualifying for preferred tax treatment under applicable foreign tax laws;

(iv) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(v) To determine when Awards are to be granted under the Plan;

(vi) To select the Participants to whom Awards are to be granted;

(vii) To determine the type of Award and number of Shares or amount of cash to be made subject to each Award;

(viii) To prescribe the terms and conditions of each Award, including (without limitation) the Exercise Price and Purchase Price, and the vesting or duration of the Award (including accelerating the vesting of Awards, either at the time of the Award or thereafter, without the consent of the Participant), to determine whether an Option is to be classified as an ISO or as a Nonstatutory Option, and to specify the provisions of the agreement relating to such Award;

(ix) To amend any outstanding Award Agreement, subject to applicable legal restrictions and to the consent of the Participant if the Participant's rights or obligations would be materially impaired;

(x) To prescribe the consideration for the grant of each Award or other right under the Plan and to determine the sufficiency of such consideration;

(xi) To determine the disposition of each Award or other right under the Plan in the event of a Participant's divorce or dissolution of marriage;

(xii) To determine whether Awards under the Plan will be granted in replacement of other grants under an incentive or other compensation plan of an acquired business;

(xiii) To correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award Agreement;

(xiv) To establish or verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting and/or ability to retain any Award; and

(xv) To take any other actions deemed necessary or advisable for the administration of the Plan.

Subject to the requirements of applicable law, the Committee may designate persons other than members of the Committee to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate, except that the Committee may not delegate its authority with regard to the selection for participation of or the granting of Awards under the Plan to persons subject to Section 16 of the Exchange Act. All decisions, interpretations and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan or any Award under the Plan.

SECTION 4. ELIGIBILITY.

(a) *General Rule*. Only Employees, Consultants and Outside Directors shall be eligible for the grant of Awards. Only common-law employees of the Company, a Parent or a Subsidiary shall be eligible for the grant of ISOs.

(b) *Ten-Percent Stockholders*. An Employee who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, a Parent or Subsidiary shall not be eligible for the grant of an ISO unless such grant satisfies the requirements of Section 422(c)(5) of the Code.

(c) *Attribution Rules*. For purposes of Section 4(b) above, in determining stock ownership, an Employee shall be deemed to own the stock owned, directly or indirectly, by or for such Employee's brothers, sisters, spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be deemed to be owned proportionately by or for its stockholders, partners or beneficiaries.

(d) *Outstanding Stock*. For purposes of Section 4(b) above, "outstanding stock" shall include all stock actually issued and outstanding immediately after the grant. "Outstanding stock" shall not include shares authorized for issuance under outstanding options held by the Employee or by any other person.

SECTION 5. STOCK SUBJECT TO PLAN.

(a) *Basic Limitation*. Shares offered under the Plan shall be authorized but unissued Shares or treasury Shares. The aggregate number of Shares authorized for issuance as Awards under the Plan shall not exceed the sum of (x) four million seven hundred thousand (4,700,000) Shares, plus (y) an annual increase on the first day of each fiscal year, for a period of not more than 10 years, beginning on January 1, 2020, and ending on (and including) January 1, 2029, in an amount equal to the lesser of (i) three (3%) of the outstanding Shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the applicable Administrator determines for purposes of the annual increase for that fiscal year. Notwithstanding the foregoing, the number of Shares that may be delivered in the aggregate pursuant to the exercise of ISOs granted under the Plan shall not exceed four million seven hundred thousand (4,700,000) Shares plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan pursuant to Section 5(c). The limitations of this Section 5(a) shall be subject to adjustment pursuant to Section 12. The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares which then remain available for issuance under the Plan. The Company shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(b) *Additional Shares*. If Restricted Shares or Shares issued upon the exercise of Options are forfeited, then such Shares shall again become available for Awards under the Plan. If Stock Units, Options or SARs are forfeited or terminate for any reason before being exercised or settled, or an Award is settled in cash without the delivery of Shares to the holder, then any Shares subject to the Award shall again become available for Awards under the Plan. Only the

number of Shares (if any) actually issued in settlement of Awards (and not forfeited) shall reduce the number available in Section 5(a) and the balance shall again become available for Awards under the Plan. Any Shares withheld to satisfy the grant price or Exercise Price or tax withholding obligation pursuant to any Award shall again become available for Awards under the Plan. Notwithstanding the foregoing provisions of this Section 5(b), Shares that have actually been issued shall not again become available for Awards under the Plan, except for Shares that are forfeited and do not become vested.

(c) *Substitution and Assumption of Awards*. The Committee may make Awards under the Plan by assumption, substitution or replacement of stock options, stock appreciation rights, stock units or similar awards granted by another entity (including a Parent or Subsidiary), if such assumption, substitution or replacement is in connection with an asset acquisition, stock acquisition, merger, consolidation or similar transaction involving the Company (and/or its Parent or Subsidiary) and such other entity (and/or its affiliate). The terms of such assumed, substituted or replaced Awards shall be as the Committee, in its discretion, determines is appropriate, notwithstanding limitations on Awards in the Plan. Any such substitute or assumed Awards shall not count against the Share limitation set forth in Section 5(a) (nor shall Shares subject to such Awards be added to the Shares available for Awards under the Plan as provided in Section 5(b) above), except that Shares acquired by exercise of substitute ISOs will count against the maximum number of Shares that may be issued pursuant to the exercise of ISOs under the Plan.

SECTION 6. RESTRICTED SHARES.

(a) *Restricted Share Award Agreement*. Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Share Award Agreement between the Participant and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Share Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards*. Restricted Shares may be sold or awarded under the Plan for such consideration as the Committee may determine, including (without limitation) cash, cash equivalents, full-recourse promissory notes, past services and future services.

(c) *Vesting*. Each Award of Restricted Shares may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Share Award Agreement. A Restricted Share Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability or retirement or other events. The Committee may determine, at the time of granting Restricted Shares or thereafter, that all or part of such Restricted Shares shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights*. The holders of Restricted Shares awarded under the Plan shall have the same voting, dividend and other rights as the Company's other stockholders. A Restricted Share Award Agreement, however, may require that the holders of Restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the Award with respect to which the dividends were paid.

(e) *Restrictions on Transfer of Shares*. Restricted Shares shall be subject to such rights of repurchase, rights of first refusal or other restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Restricted Share Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS.

(a) *Stock Option Award Agreement*. Each grant of an Option under the Plan shall be evidenced by a Stock Option Award Agreement between the Participant and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Stock Option Award Agreement. The Stock Option Award Agreement shall specify whether the Option is an ISO or an NSO. The provisions of the various Stock Option Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares*. Each Stock Option Award Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price*. Each Stock Option Award Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than 100% of the Fair Market Value of a Share on the date of grant, except as otherwise provided in 4(b), and the Exercise Price of an NSO shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, Options may be granted with an Exercise Price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 7(c), the Exercise Price under any Option shall be determined by the Committee in its sole discretion. The Exercise Price shall be payable in one of the forms described in Section 8.

(d) *Withholding Taxes*. As a condition to the exercise of an Option, the Participant shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such exercise. The Participant shall also make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(e) *Exercisability and Term*. Each Stock Option Award Agreement shall specify the date when all or any installment of the Option is to become exercisable. The Stock Option Award Agreement shall also specify the term of the Option; provided that the term of an ISO shall in no event exceed 10 years from the date of grant (five years for ISOs granted to Employees described in Section 4(b)). A Stock Option Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination

of the Participant's Service. Options may be awarded in combination with SARs, and such an Award may provide that the Options will not be exercisable unless the related SARs are forfeited. Subject to the foregoing in this Section 7(e), the Committee in its sole discretion shall determine when all or any installment of an Option is to become exercisable and when an Option is to expire.

(f) *Exercise of Options*. Each Stock Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's Service with the Company and its Subsidiaries, and the right to exercise the Option of any executors or administrators of the Participant's estate or any person who has acquired such Option(s) directly from the Participant by bequest or inheritance. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Options issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination of Service.

(g) *Effect of Change in Control*. The Committee may determine, at the time of granting an Option or thereafter, that such Option shall become exercisable as to all or part of the Shares subject to such Option in the event that a Change in Control occurs with respect to the Company.

(h) *No Rights as a Stockholder*. A Participant shall have no rights as a stockholder with respect to any Shares covered by his Option until the date of the issuance of a stock certificate for such Shares. No adjustments shall be made, except as provided in Section 12.

(i) *Modification, Extension and Renewal of Options*. Within the limitations of the Plan, the Committee may modify, extend or renew outstanding options or may accept the cancellation of outstanding options (to the extent not previously exercised), whether or not granted hereunder, in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares, without stockholder approval. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Participant, materially impair his or her rights or obligations under such Option.

(j) *Restrictions on Transfer of Shares*. Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Option Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

(k) *Buyout Provisions*. The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents an Option previously granted or (ii) authorize a Participant to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 8. PAYMENT FOR SHARES.

(a) *General Rule*. The entire Exercise Price or Purchase Price of Shares issued under the Plan shall be payable in lawful money of the United States of America at the time when such Shares are purchased, except as provided in Section 8(b) through Section 8(h) below.

(b) *Surrender of Stock*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by surrendering, or attesting to the ownership of, Shares which have already been owned by the Participant or his or her representative. Such Shares shall be valued at their Fair Market Value on the date when the new Shares are purchased under the Plan. The Participant shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) *Services Rendered*. At the discretion of the Committee, Shares may be awarded under the Plan in consideration of services rendered to the Company or a Subsidiary. If Shares are awarded without the payment of a Purchase Price in cash, the Committee shall make a determination (at the time of the Award) of the value of the services rendered by the Participant and the sufficiency of the consideration to meet the requirements of Section 6(b).

(d) *Cashless Exercise*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price.

(e) *Exercise/Pledge*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker or lender to pledge Shares, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of the aggregate Exercise Price.

(f) *Net Exercise*. To the extent that a Stock Option Award Agreement so provides, by a “net exercise” arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate Exercise Price (plus tax withholdings, if applicable) and any remaining balance of the aggregate Exercise Price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by the Participant in cash or any other form of payment permitted under the Stock Option Agreement.

(g) *Promissory Note*. To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made all or in part by delivering (on a form prescribed by the Company) a full-recourse promissory note.

(h) *Other Forms of Payment*. To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made in any other form that is consistent with applicable laws, regulations and rules.

(i) *Limitations under Applicable Law*. Notwithstanding anything herein or in a Stock Option Award Agreement or Restricted Share Award Agreement to the contrary, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

SECTION 9. STOCK APPRECIATION RIGHTS.

(a) *SAR Award Agreement*. Each grant of a SAR under the Plan shall be evidenced by a SAR Award Agreement between the Participant and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares*. Each SAR Award Agreement shall specify the number of Shares to which the SAR pertains and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price*. Each SAR Award Agreement shall specify the Exercise Price. The Exercise Price of a SAR shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, SARs may be granted with an Exercise Price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 9(c), the Exercise Price under any SAR shall be determined by the Committee in its sole discretion.

(d) *Exercisability and Term*. Each SAR Award Agreement shall specify the date when all or any installment of the SAR is to become exercisable. The SAR Award Agreement shall also specify the term of the SAR. A SAR Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. SARs may be awarded in combination with Options, and such an Award may provide that the SARs will not be exercisable unless the related Options are forfeited. A SAR may be included in an ISO only at the time of grant but may be included in an NSO at the time of grant or thereafter. A SAR granted under the Plan may provide that it will be exercisable only in the event of a Change in Control.

(e) *Effect of Change in Control*. The Committee may determine, at the time of granting a SAR or thereafter, that such SAR shall become fully exercisable as to all Common Shares subject to such SAR in the event that a Change in Control occurs with respect to the Company.

(f) *Exercise of SARs*. Upon exercise of a SAR, the Participant (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (i) Shares, (ii) cash or (iii) a combination of Shares and cash, as the Committee shall determine. The amount of cash and/or the Fair Market Value of Shares received upon exercise of SARs shall, in the aggregate, be equal to the amount by which the Fair Market Value (on the date of surrender) of the Shares subject to the SARs exceeds the Exercise Price.

(g) *Modification, Extension or Assumption of SARs*. Within the limitations of the Plan, the Committee may modify, extend or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares, without stockholder approval. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the holder, materially impair his or her rights or obligations under such SAR.

(h) *Buyout Provisions*. The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents a SAR previously granted, or (ii) authorize a Participant to elect to cash out a SAR previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 10. STOCK UNITS.

(a) *Stock Unit Award Agreement*. Each grant of Stock Units under the Plan shall be evidenced by a Stock Unit Award Agreement between the Participant and the Company. Such Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Stock Unit Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards*. To the extent that an Award is granted in the form of Stock Units, no cash consideration shall be required of the Award recipients.

(c) *Vesting Conditions*. Each Award of Stock Units may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Stock Unit Award Agreement. A Stock Unit Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability or retirement or other events. The Committee may determine, at the time of granting Stock Units or thereafter, that all or part of such Stock Units shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights*. The holders of Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Stock Unit awarded under the Plan may, at the Committee's discretion, carry with it a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Share while the Stock Unit is outstanding. Dividend equivalents may be converted into additional Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Prior to distribution, any dividend equivalents which are not paid shall be subject to the same conditions and restrictions (including without limitation, any forfeiture conditions) as the Stock Units to which they attach.

(e) *Form and Time of Settlement of Stock Units*. Settlement of vested Stock Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of both, as determined by the Committee. The actual number of Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fair Market Value of Shares over a series of trading days. A Stock Unit Award Agreement may provide that vested Stock Units may be settled in a lump sum or in installments. A Stock Unit Award Agreement may provide that the distribution may occur or commence when all vesting conditions applicable to the Stock Units have been satisfied or have lapsed, or it may be deferred to any later date, subject to compliance with Section 409A. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Stock Units is settled, the number of such Stock Units shall be subject to adjustment pursuant to Section 12.

(f) *Death of Participant*. Any Stock Unit Award that becomes payable after the Participant's death shall be distributed to the Participant's beneficiary or beneficiaries. Each recipient of a Stock Unit Award under the Plan shall designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then any Stock Units Award that becomes payable after the Participant's death shall be distributed to the Participant's estate.

(g) *Creditors' Rights*. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Stock Unit Award Agreement.

SECTION 11. CASH-BASED AWARDS

The Committee may, in its sole discretion, grant Cash-Based Awards to any Participant in such number or amount and upon such terms, and subject to such conditions, as the Committee shall determine at the time of grant and specify in an applicable Award Agreement. The Committee shall determine the maximum duration of the Cash-Based Award, the amount of cash which may be payable pursuant to the Cash-Based Award, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Committee shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Committee. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash or in Shares, as the Committee determines.

SECTION 12. ADJUSTMENT OF SHARES.

(a) *Adjustments*. In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Stock (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spin-off or a similar occurrence, the Committee shall make appropriate and equitable adjustments in:

(i) The number of Shares available for future Awards and the limitations set forth under Section 5;

(ii) The number of Shares subject to formula grants set forth in Section 4(e);

(iii) The number of Shares covered by each outstanding Award; and

(iv) The Exercise Price under each outstanding Option and SAR.

(b) *Dissolution or Liquidation*. To the extent not previously exercised or settled, Options, SARs and Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

(c) *Reorganizations*. In the event that the Company is a party to a merger or other reorganization, outstanding Awards shall be subject to the agreement of merger or reorganization. Subject to compliance with Section 409A, such agreement shall provide for:

(i) The continuation of the outstanding Awards by the Company, if the Company is a surviving corporation;

(ii) The assumption of the outstanding Awards by the surviving corporation or its parent or subsidiary;

(iii) The substitution by the surviving corporation or its parent or subsidiary of its own awards for the outstanding Awards;

(iv) Immediate vesting, exercisability or settlement of outstanding Awards followed by the cancellation of such Awards upon or immediately prior to the effectiveness of such transaction; or

(v) Settlement of the intrinsic value of the outstanding Awards (whether or not then vested or exercisable) in cash or cash equivalents or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Awards or the underlying Shares) followed by the cancellation of such Awards (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant’s rights, then such Award may be terminated by the Company without payment); in each case without the Participant’s consent. Any acceleration of payment of an amount that is subject to Section 409A will be delayed, if necessary, until the earliest time that such payment would be permissible under Section 409A without triggering any additional taxes applicable under Section 409A.

The Company will have no obligation to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

(d) *Reservation of Rights*. Except as provided in this Section 12, a Participant shall have no rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend or any other increase or decrease in the number of shares of stock of any class. Any issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Award. The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets. In the event of any change affecting the Shares or the Exercise Price of Shares subject to an Award, including a merger or other reorganization, for reasons of administrative convenience, the Company in its sole discretion may refuse to permit the exercise of any Award during a period of up to 30 days prior to the occurrence of such event.

SECTION 13. DEFERRAL OF AWARDS.

(a) *Committee Powers*. Subject to compliance with Section 409A, the Committee (in its sole discretion) may permit or require a Participant to:

(i) Have cash that otherwise would be paid to such Participant as a result of the exercise of a SAR or the settlement of Stock Units credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books;

(ii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR converted into an equal number of Stock Units; or

(iii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR or the settlement of Stock Units converted into amounts credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books. Such amounts shall be determined by reference to the Fair Market Value of such Shares as of the date when they otherwise would have been delivered to such Participant.

(b) *General Rules*. A deferred compensation account established under this Section 13 may be credited with interest or other forms of investment return, as determined by the Committee. A Participant for whom such an account is established shall have no rights other than those of a general creditor of the Company. Such an account shall represent an unfunded and unsecured obligation of the Company and shall be subject to the terms and conditions of the applicable agreement between such Participant and the Company. If the deferral or conversion of Awards is permitted or required, the Committee (in its sole discretion) may establish rules, procedures and forms pertaining to such Awards, including (without limitation) the settlement of deferred compensation accounts established under this Section 13.

SECTION 14. AWARDS UNDER OTHER PLANS.

The Company may grant awards under other plans or programs. Such awards may be settled in the form of Shares issued under the Plan. Such Shares shall be treated for all purposes under the Plan like Shares issued in settlement of Stock Units and shall, when issued, reduce the number of Shares available under Section 5.

SECTION 15. PAYMENT OF DIRECTOR'S FEES IN SECURITIES.

(a) *Effective Date*. No provision of this Section 15 shall be effective unless and until the Board has determined to implement such provision.

(b) *Elections to Receive NSOs, SARs, Restricted Shares or Stock Units*. An Outside Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash, NSOs, SARs, Restricted Shares or Stock Units, or a combination thereof, as determined by the Board. Alternatively, the Board may mandate payment in any of such alternative forms. Such NSOs, SARs, Restricted Shares and Stock Units shall be issued under the Plan. An election under this Section 15 shall be filed with the Company on the prescribed form.

(c) *Number and Terms of NSOs, SARs, Restricted Shares or Stock Units*. The number of NSOs, SARs, Restricted Shares or Stock Units to be granted to Outside Directors in lieu of annual retainers and meeting fees that would otherwise be paid in cash shall be calculated in a manner determined by the Board. The terms of such NSOs, SARs, Restricted Shares or Stock Units shall also be determined by the Board.

SECTION 16. LEGAL AND REGULATORY REQUIREMENTS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares complies with (or is exempt from) all applicable requirements of law, including (without limitation) the United States Securities Act, state securities laws and regulations and the regulations of any stock exchange on which the Company's securities may then be listed, and the Company has obtained the approval or favorable ruling from any governmental agency which the Company determines is necessary or advisable. The Company shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Company has not obtained from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under the Plan; and (b) any tax consequences expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Award granted under the Plan.

SECTION 17. TAXES.

(a) *Withholding Taxes*. To the extent required by applicable federal, state, local or foreign law, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any Shares or make any cash payment under the Plan until such obligations are satisfied.

(b) *Share Withholding*. The Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Shares that he or she previously acquired. Such Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. In no event may a Participant have Shares withheld that would otherwise be issued to him or her in excess of the number necessary to satisfy the maximum legally required tax withholding.

(c) *Section 409A*. Each Award that provides for "nonqualified deferred compensation" within the meaning of Section 409A shall be subject to such additional rules and requirements as specified by the Committee from time to time in order to comply with Section 409A. If any amount under such an Award is payable upon a "separation from service" (within the meaning of Section 409A) to a Participant who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant's separation from service, or (ii) the Participant's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. In addition, the settlement of any such Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 18. TRANSFERABILITY.

Unless the agreement evidencing an Award (or an amendment thereto authorized by the Committee) expressly provides otherwise, no Award granted under the Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to Shares issued under such Award), other than by will or the laws of descent and distribution; provided, however, that an ISO may be transferred or assigned only to the extent consistent with Section 422 of the Code. Any purported assignment, transfer or encumbrance in violation of this Section 18 shall be void and unenforceable against the Company.

SECTION 19. PERFORMANCE BASED AWARDS.

The number of Shares or other benefits granted, issued, retainable and/or vested under an Award may be made subject to the attainment of performance goals. The Committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

SECTION 20. NO EMPLOYMENT RIGHTS.

No provision of the Plan, nor any Award granted under the Plan, shall be construed to give any person any right to become, to be treated as, or to remain an Employee or Consultant. The Company and its Subsidiaries reserve the right to terminate any person's Service at any time and for any reason, with or without notice.

SECTION 21. DURATION AND AMENDMENTS.

(a) *Term of the Plan*. The Plan, as set forth herein, shall come into existence on the date of its adoption by the Board of Directors; provided, however, that no Award may be granted hereunder prior to the Effective Date. The Board of Directors may suspend or terminate the Plan at any time. No ISOs may be granted after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board of Directors, or (ii) the date the Plan is approved the stockholders of the Company.

(b) *Right to Amend the Plan*. The Board of Directors may amend the Plan at any time and from time to time. Rights and obligations under any Award granted before amendment of the Plan shall not be materially impaired by such amendment, except with consent of the Participant. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations or rules.

(c) *Effect of Termination*. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan shall not affect Awards previously granted under the Plan.

SECTION 22. AWARDS TO NON-U.S. PARTICIPANTS.

Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise, vesting or settlement of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

SECTION 23. GOVERNING LAW.

The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

SECTION 24. SUCCESSORS AND ASSIGNS.

The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

SECTION 25. EXECUTION.

To record the adoption of the Plan by the Board of Directors, the Company has caused its authorized officer to execute the same.

SITIME CORPORATION

By: ______________________________
Name:
Title:

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You have been granted the following Option (this "*Option*" or this "*Award*") to purchase shares of Common Stock ("*Stock*") of SiTime Corporation (the "*Company*") under the SiTime Corporation 2019 Stock Incentive Plan (as may be amended from time to time, the "*Plan*"):

Name of Optionee:	[Name of Optionee]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Option:	[Total Shares]
Type of Option:	☐ Incentive Stock Option
	☐ Nonstatutory Stock Option
Exercise Price Per Share:	$[Exercise Price]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[This Option becomes exercisable when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]
Expiration Date:	[Expiration Date] This Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the term and conditions of the Plan and the Stock Option Agreement (this "*Agreement*"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

OPTIONEE	**SITIME CORPORATION**	
______________________	By:	______________________
Optionee's Signature	Name:	______________________
______________________	Title:	______________________
Optionee's Printed Name		

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

The Plan and Other Agreements	The Option that you are receiving is granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Option are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Tax Treatment	This Option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory option, as provided in the Notice of Stock Option Grant. Even if this Option is designated as an incentive stock option, it will be deemed to be a nonstatutory option to the extent required by the $100,000 annual limitation under Section 422(d) of the Code.
Vesting	This Option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. This Option will in no event become exercisable for additional Shares after your Service as an Employee or a Consultant has terminated for any reason.
Term	This Option expires in any event at the close of business at Company headquarters on the day before the tenth (10th) anniversary of the Grant Date, as shown on the Notice of Stock Option Grant (fifth (5th) anniversary for a more than ten percent (10%) shareholder as provided under the Plan if this is an incentive stock option). This Option may expire earlier if your Service terminates, as described below.
Regular Termination	If your Service terminates for any reason except due to your death or Disability, then this Option will expire at the close of business at Company headquarters on the date three (3) months after the date your Service terminates (or, if earlier, the Expiration Date). The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.

Death	If your Service terminates because of your death, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to twelve (12) months, your estate or heirs may exercise this Option.
Disability	If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date).
Leaves of Absence	For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of the Stock pursuant to this Option will relieve the Company of any liability with respect to the non-issuance or sale of the Stock as to which such approval will not have been obtained.
Notice of Exercise	When you wish to exercise this Option you must provide a written or electronic notice of exercise form (substantially in the form attached to this Agreement as Exhibit A) in accordance with such procedures as are established by the Company and communicated to you from time to time. Any notice of exercise must specify how many Shares you wish to purchase and how your Shares should be registered. The notice of exercise will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment	When you submit your notice of exercise, you must include payment of the Option exercise price for the Shares you are purchasing. Payment may be made in the following form(s):

- Your personal check, a cashier's check, a money order or a wire transfer.
- Certificates for Shares that you own, along with any forms needed to effect a transfer of those Shares to the Company. The value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering Shares, you may attest to the ownership of those Shares on a form provided by the Company and have the same number of Shares subtracted from the Shares issued to you upon exercise of this Option. However, you may not surrender or attest to the ownership of Shares in payment of the exercise price if your action would cause the Company to recognize a compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker approved by the Company to sell all or part of the Shares that are issued to you when you exercise this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by providing a notice of exercise form approved by the Company.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker or lender approved by the Company to pledge Shares that are issued to you when you exercise this Option as security for a loan and to deliver to the Company from the loan proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The directions must be given by providing a notice of exercise form approved by the Company.
- If permitted by the Committee, by a "*net exercise*" arrangement pursuant to which the number of Shares issuable upon exercise of the Option will be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price (plus tax withholdings, if applicable) and any remaining balance of the aggregate exercise price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued will be paid by you in cash other form of payment permitted under this Option. The directions must be given by providing a notice of exercise form approved by the Company.

- Any other form permitted by the Committee in its sole discretion.

Notwithstanding the foregoing, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

Withholding Taxes and Stock Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("*Employer*") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("*Tax-Related Items*"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option grant, including the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of this Option to reduce or eliminate your liability for Tax-Related Items.

Prior to exercise of this Option, you will pay or make adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this Option, provided that the Company only withholds the amount of Shares necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Company. The Fair Market Value of the Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise and refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.

Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
Transfer of Option	In general, only you can exercise this Option prior to your death. You may not sell, transfer, assign, pledge or otherwise dispose of this Option, other than as designated by you by will or by the laws of descent and distribution, except as provided below. For instance, you may not use this Option as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may in any event dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in this Option in any other way. However, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "*family member*" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than fifty percent (50%) of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than fifty percent (50%) of the voting interest. In addition, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights. The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement.

Retention Rights	Neither this Option nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Shareholder Rights	This Option carries neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a shareholder of the Company unless and until you have exercised this Option by giving the required notice to the Company and paying the exercise price. No adjustments will be made for dividends or other rights if the applicable record date occurs before you exercise this Option, except as described in the Plan.
Adjustments	The number of Shares covered by this Option and the exercise price per Share will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Company Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional stock options or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.

Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware as to matters within the scope thereof, and as to all other matters, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of any state. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation will be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.
Miscellaneous	You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares subject to awards, the exercise price and the vesting schedule, will be at the sole discretion of the Company. The value of this Option will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement. You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "*Data*"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

EXHIBIT A

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
NOTICE OF EXERCISE OF STOCK OPTION

OPTIONEE INFORMATION:

Name:	
Social Security Number:	
Employee Number:	
Address:	

OPTION INFORMATION:

Grant Date:	
Exercise Price per Share:	$
Total Number of Shares of SiTime Corporation (the "*Company*") Covered by Option:	
Type of Stock Option:	☐ Nonstatutory (NSO) ☐ Incentive (ISO)
Number of Shares of the Company for which Option is Being Exercised Now:	("*Purchased Shares*")
Total Exercise Price for the Purchased Shares:	$
Form of Payment:	☐ Cash or Check for $ payable to "SiTime Corporation" ☐ Cashless exercise ☐ Net exercise
Name(s) in which the Purchased Shares should be Registered:	
The Certificate for the Purchased Shares (if any) should be sent to the Following Address:	

ACKNOWLEDGMENTS:

1. I understand that all sales of Purchased Shares are subject to compliance with the Company's policy on securities trades.

2. I hereby acknowledge that I received and read a copy of the prospectus describing the SiTime Corporation 2019 Stock Incentive Plan and the tax consequences of an exercise.

3. In the case of a nonstatutory option, I understand that I must recognize ordinary income equal to the spread between the fair market value of the Purchased Shares on the date of exercise and the exercise price. I further understand that I am required to pay withholding taxes at the time of exercising a nonstatutory option.

4. In the case of an incentive stock option, I agree to notify the Company if I dispose of the Purchased Shares before I have met both of the tax holding periods applicable to incentive stock options (that is, if I dispose of the Purchased Shares prior to the date that is two (2) years after the Grant Date and one (1) year after the date the option was exercised).

SIGNATURE AND DATE:

______________________________ , 20

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD

You have been granted the following Restricted Stock Units (the "*Restricted Stock Units*" or this "*Award*") representing shares of Common Stock of SiTime Corporation (the "*Company*") under the SiTime Corporation 2019 Stock Incentive Plan (as may be amended from time to time, the "*Plan*"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Restricted Stock Units:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The RSUs vest when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the RSUs are granted under and governed by the term and conditions of the Plan and the Restricted Stock Unit Agreement (this "*Agreement*"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

____
Recipient's Signature

____
Recipient's Printed Name

SITIME CORPORATION

By: __________________________
Name: __________________________
Title: __________________________

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

The Plan and Other Agreements	The RSUs that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Payment for RSUs	No cash payment is required for the RSUs you receive. You are receiving the RSUs in consideration for Services rendered by you.
Vesting	The RSUs that you are receiving will vest in installments, as shown in the Notice of RSU Award. No additional RSUs vest after your Service as an Employee or a Consultant has terminated for any reason.
Forfeiture	If your Service terminates for any reason, then this Award expires immediately as to the number of RSUs that have not vested before the termination date and do not vest as a result of termination. This means that the unvested RSUs will immediately be cancelled. You receive no payment for RSUs that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Leaves of Absence	For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Nature of RSUs	Your RSUs are mere bookkeeping entries. They represent only the Company's unfunded and unsecured promise to issue Shares on a future date. As a holder of RSUs, you have no rights other than the rights of a general creditor of the Company.
No Voting Rights or Dividends	Your RSUs carry neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a stockholder of the Company unless and until your RSUs are settled by issuing Shares. No adjustments will be made for dividends or other rights if the applicable record date occurs before your Shares are issued, except as described in the Plan.
RSUs Nontransferable	You may not sell, transfer, assign, pledge or otherwise dispose of any RSUs. For instance, you may not use your RSUs as security for a loan. If you attempt to do any of these things, your RSUs will immediately become invalid.
Settlement of RSUs	Each of your vested RSUs will be settled when it vests; provided, however, that if the Committee requires you to pay withholding taxes through a sale of Shares, settlement of each RSU may be deferred to the first permissible trading day for the Shares, if later than the applicable vesting date. Under no circumstances may your RSUs be settled later than two and one-half (2-1/2) months following the calendar year in which the applicable vesting date occurs. For purposes of this Agreement, "*permissible trading day*" means a day that satisfies all of the following requirements: (1) the exchange on which the Shares are traded is open for trading on that day; (2) you are permitted to sell Shares on that day without incurring liability under Section 16(b) of the Exchange Act; (3) either (a) you are not in possession of material non-public information that would make it illegal for you to sell Shares on that day under Rule 10b-5 under the Exchange Act or (b) Rule 10b5-1 under the Exchange Act would apply to the sale; (4) you are permitted to sell Shares on that day under such written insider trading policy as may have been adopted by the Company; and (5) you are not prohibited from selling Shares on that day by a written agreement between you and the Company or a third party. At the time of settlement, you will receive one Share for each vested RSU; provided, however, that no fractional Shares will be issued or delivered pursuant to the Plan or this Agreement, and the Committee will determine whether cash will be paid in lieu of any fractional Share or whether such fractional Share and any rights thereto will be canceled, terminated or otherwise eliminated. In addition, the Shares are issued to you subject to the condition that the issuance of the Shares not violate any law or regulation.

Withholding Taxes and Stock Withholding	Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("*Employer*") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("*Tax-Related Items*"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the award, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to settlement and the receipt of any dividends; and (2) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items. Prior to the settlement of the RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. Unless an alternative arrangement satisfactory to the Committee has been provided prior to the vesting date, the default method for paying withholding taxes is withholding Shares that otherwise would be issued to you when the RSUs are settled, provided that the Company only withholds Shares having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding. The Committee may also require the withholding of taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section, and your rights to the Shares will be forfeited if you do not comply with such obligations on or before the date that is two and one-half (2-1/2) months following the calendar year in which the applicable vesting date for the RSUs occurs.

Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of RSUs covered by this Award will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional restricted stock units or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware as to matters within the scope thereof, and as to all other matters, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of any state.

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation will be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of Shares subject to awards and the vesting schedule, will be at the sole discretion of the Company.

The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company’s other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all awards or any other entitlements to Shares awarded, canceled,

exercised, vested, unvested or outstanding in your favor (the "*Data*"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, , and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK AWARD

You have been granted the following restricted shares of Common Stock (the "*Restricted Shares*" or this "*Award*") of SiTime Corporation (the "*Company*") under the SiTime Corporation 2019 Stock Incentive Plan (as may be amended from time to time, the "*Plan*"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Granted:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The Restricted Shares vest when you complete [●] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted*.]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the Restricted Shares are granted under and governed by the term and conditions of the Plan and the Restricted Stock Agreement (this "*Agreement*"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT	**SITIME CORPORATION**
	By: ______________________
______________________ Recipient's Signature	Name: ______________________
	Title: ______________________
______________________ Recipient's Printed Name	

SITIME CORPORATION
2019 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

The Plan and Other Agreements	The Restricted Shares that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan.
	The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Payment For Shares	No cash payment is required for the Shares you receive. You are receiving the Shares in consideration for Services rendered by you.
Vesting	The Shares that you are receiving will vest in installments, as shown in the Notice of Restricted Stock Award. No additional Shares vest after your Service as an Employee or a Consultant has terminated for any reason.
Shares Restricted	Unvested Shares will be considered "*Restricted Shares*." Except to the extent permitted by the Committee, you may not sell, transfer, assign, pledge or otherwise dispose of Restricted Shares.
Forfeiture	If your Service terminates for any reason, then your Shares will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of termination. This means that the Restricted Shares will immediately revert to the Company. You receive no payment for Restricted Shares that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Leaves of Absence	For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

	If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Stock Certificates or Book Entry Form	The Restricted Shares will be evidenced by either stock certificates or book entries on the Company's stock transfer records pending expiration of the restrictions thereon. If you are issued certificates for the Restricted Shares, the certificates will have stamped on them a special legend referring to the forfeiture restrictions. In addition to or in lieu of imposing the legend, the Company may hold the certificates in escrow. As your vested percentage increases, you may request (at reasonable intervals) that the Company release to you a non-legended certificate for your vested Shares.
Shareholder Rights	During the period of time between the Grant Date and the date the Restricted Shares become vested, you will have all the rights of a shareholder with respect to the Restricted Shares except for the right to transfer the Restricted Shares, as set forth above. Accordingly, you will have the right to vote the Restricted Shares and to receive any cash dividends paid with respect to the Restricted Shares.
Withholding Taxes and Stock Withholding	Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("*Employer*") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("*Tax-Related Items*"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Shares received under this Award, including the award or vesting of such Shares, the subsequent sale of Shares under this Award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items. No stock certificates will be released to you or no notations on any Restricted Shares issued in book-entry form will be removed, as applicable, unless you have paid or made adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation

	paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be delivered to you when they vest having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Company. The Fair Market Value of the Shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.
Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of Restricted Shares covered by this Award will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional restricted shares or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the State of Delaware as to matters within the scope thereof, and as to all other matters, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of any state. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation will be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.
Miscellaneous	You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of Shares subject to awards, the purchase price and the vesting schedule, will be at the sole discretion of the Company. The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement. You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all awards or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "*Data*"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

The Smart Timing Choice™

October 21, 2014

Subject: New Terms of Employment

Dear Rajesh,

As we have announced, a transaction is pending (the “Transaction”) whereby SiTime Corporation (the “Company”) will be acquired by MegaChips Corporation (“MegaChips”), and the Company will become a wholly owned subsidiary of MegaChips. In connection with the Transaction, you will remain an employee of the Company, subject to the revised terms and conditions of employment set forth below. These terms and conditions are subject to the Transaction closing. In the event the Transaction does not close, your employment with the Company will continue unchanged and the terms and conditions set forth herein will become null and void.

Following the Transaction, you will remain employed in your current position of Chief Executive Officer. You will also serve as Officer, MEMS business for MegaChips. You will report to me, the CEO of MegaChips, Akira Takata, and your work location will remain the same. Of course, the Company may change your position, duties, and work location from time to time at its discretion, subject to the remaining terms and conditions herein.

Following the Transaction, your salary will be $425,000 per year, less payroll deductions and withholdings, payable semi-monthly. Following the Transaction, you will continue to be eligible to participate in the Company’s benefit plans. As you know, the Company may change your compensation and benefits at any time in its sole discretion, subject to the remaining terms and conditions herein.

You will be eligible to participate in our Exemplary Performance Bonus Plan. Under this plan, you will be eligible to receive an annual bonus of up to $300,000, to be paid out on a quarterly basis during the month following the end of each quarter; provided, that you (1) meet your pre-determined MBO objectives and goals for the applicable quarter, and (2) are an employee in good standing on the applicable payment date. This plan will start in 2015.

Following the closing of the Transaction, subject to the approval of the Board of Directors of MegaChips (the “MegaChips Board”), you will be granted an option to purchase 70,000 shares of MegaChips common stock (the “MegaChips Option”). The MegaChips Option will be granted under the MegaChips Equity Plan (the “MegaChips Equity Plan”) and will be governed by and subject to the terms and conditions of the MegaChips Equity Plan and the applicable stock option grant notice and option agreement thereunder (“Option Documents”). Subject to applicable laws, the MegaChips Option will be subject to a one-year vesting schedule pursuant to which the shares subject to the MegaChips Option will vest in four (4) (substantially equal installments on each three-month anniversary of the vesting commencement date, as set forth in your Option Documents, provided you are continuously employed with the Company and/or MegaChips on each applicable vesting date. Your Option shall remain outstanding and exercisable through December 31 2018, provided that, you keep MegaChips informed as to your then-current primary residence and you exercise the Option no later than December 31, 2018.

If the Company terminates your employment without Cause or you resign due to an Involuntary Termination, subject to (1) your execution (and non-revocation) of a release of claims in the form provided by the Company (the “Release”) within forty five (45) days following the date of your termination, plus the statutorily required seven-day revocation period (the “Release Period”), and (2) your continued compliance with your Proprietary Information and Invention Assignment Agreement and any other confidentiality or restrictive covenant agreement between you and the Company, you will be entitled to receive the following severance benefits:

- The Company will make salary continuation payments to you in an amount equal to six (6) months of your monthly base salary as in effect on the date of your termination, plus one-half of your target bonus amount under the Exemplary Performance Bonus Plan as in effect on the date of your termination, payable in substantially equal installments in accordance with the Company’s normal payroll practices over the six (6) months following your termination, with the first installment commencing on the date on which the Release becomes irrevocable; *provided*, that if the Release Period spans two calendar years, the severance will commence to be paid in the second calendar year (and such first installment will include all installment payments that would otherwise have been paid prior to such date if this provision did not apply); and
- If you were participating in the Company’s group health plans as of the date of your termination and you timely elect to continue your group health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Company will promptly reimburse you for the costs of the COBRA premiums for yourself and your eligible dependents from the date of your termination until the earliest to occur of: (a) the date which occurs one (1) year after your date of termination, (b) the expiration of your eligibility for continuation coverage under COBRA, and (c) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (the “COBRA Period”). Notwithstanding the foregoing, if at any time the Company

determines, in its sole discretion, that the reimbursement of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of reimbursing you for the COBRA premiums, the Company will instead pay you, on the first day of each month of the remainder of the COBRA Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings and deductions (such amount, the "Special Severance Payment"). Notwithstanding the foregoing, no payments or reimbursements under this section will be made prior to the date on which the Release becomes effective; *provided, further,* that if the Release Period spans two calendar years, no payments or reimbursements will be made until the second calendar year (and such payment will include any other payments that would otherwise have been paid prior to such date if this provision did not apply). If you become eligible for coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the COBRA Period, you must immediately notify the Company of such event, and all payments and obligations under this paragraph will cease; and

- The Company will accelerate the vesting of the MegaChips Option such that all then-unvested shares subject to the MegaChips Option shall be deemed immediately vested and exercisable.

For purposes of this offer letter, "Cause" for your termination will exist at any time after the occurrence of one or more of the following events, in each case, as determined in good faith by the Company's Board of Directors: (a) your willful failure substantially to perform your duties and responsibilities to the Company or your deliberate violation of any policy of the Company, which is not remedied (if remediable) within twenty (20) business days after written notice from the Board, which written notice shall state that failure to remedy such conduct may result in your termination for Cause; (b) your commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in material injury to the Company; (c) your conviction of a felony or a crime involving moral turpitude causing material harm to the standing and reputation of the Company; (d) your willful breach of any of your obligations under any written agreement or covenant with the Company; or (e) your material breach of any material provision of the Proprietary Information and Invention Assignment Agreement, including without limitation, your theft or other misappropriation of any proprietary information of the Company.

For purposes of this offer letter, an "Involuntary Termination" means the occurrence, without your consent, of any of the following conditions: (a) a reduction of ten percent (10%) or more in your annual base salary, except as part of a general salary reduction applicable to all of the Company's executive officers; (b) a material reduction or change in your job duties, responsibilities and requirements; or (c) your relocation to a facility or location more than fifty (50) miles from your principal place of employment as of the date of this offer letter; *provided*, that you provide written notice to the Company of the existence of any such condition within sixty (60) days of your knowledge of the initial existence of such condition and the Company fails to remedy such condition within thirty (30) days of receipt of such notice (the "Cure Period"); and *provided, further,* that you actually terminate your employment no later than thirty (30) days following the end of the Cure Period.

This offer letter is intended to comply with, or be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Notwithstanding anything to the contrary herein, except to the extent any expenses, reimbursement or in-kind benefit provided pursuant to this offer letter does not constitute "deferred compensation" within the meaning of Section 409A of the Code, the amount of expenses eligible for reimbursement or in-kind benefits provided to you during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to you in any other calendar year, the reimbursements for expenses for which you are entitled to be reimbursed will be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

In 2016, you will be eligible for a profit sharing bonus, as follows:

- If SiTime's operating profit ("OP") is greater than or equal to US$10,000,000, then you will be eligible for a profit sharing bonus equal to 10% of the OP.
- If SiTime's OP is between US$9,999,999 and US$7,000,001, then you will be eligible for a profit sharing bonus equal to (a) US$600,000, plus (b) an amount that is equal to the product obtained by multiplying (i) a fraction, the numerator of which is the OP minus US$7,000,000* and the denominator of which is US$3,000,000*, by (ii) US$400,000*.
- If SiTime's OP is equal to US$7,000,000, then you will be eligible for a profit sharing bonus equal to US$600,000.
- If SiTime's OP is between US$6,999,999 and US$5,000,001, then you will be eligible for a profit sharing bonus equal to (a) US$330,000, plus (b) an amount that is equal to the product obtained by multiplying (i) a fraction, the numerator of which is the OP minus US$5,000,000* and the denominator of which is US$2,000,000*, by (ii) US$270,000*.
- If SiTime's OP is equal to $5,000,000, then you will be eligible for a profit sharing bonus equal to $330,000
- If SiTime's OP is less than $5,000,000, then you will not be eligible for any profit sharing bonus.

In the above calculation, all target operating profit figures, the base bonus amounts described in the six bullet points above and other figures used in the formula and marked with an asterisk will be prorated on a daily basis should your employment be terminated without Cause or should you resign due to an Involuntary Termination.

Any profit sharing bonus shall be payable to you within thirty (30) days after the close of the fiscal year, less deductions and withholdings. In the event your employment ends for any reason during the 2016 fiscal year (except for a termination by the Company for Cause (as defined above)), you will remain eligible for a pro-rated profit sharing bonus, based on SiTime's OP at the time of separation, payable within thirty (30) days after separation, less deductions and withholdings.

Following the Transaction, you will be expected to continue to abide by the Company's rules and policies, including the Proprietary Information and Invention Assignment Agreement.

Your employment will remain at-will. As such, your employment may be terminated at any time, with or without prior notice or cause, by you or the Company. The Company agrees, however, that regardless of your employment status, you will remain in an advisory capacity to provide advisory services of not more than 10 hours each month through December 2018.

To accept this offer of employment with the Company, please review, complete, sign and return a copy of this offer letter.

We are excited about the opportunity to have you join the MegaChips group!

Sincerely,

/s/ Akira Takata
Akira Takata
Chief Executive Officer, MegaChips Corporation

I have read and accept the above amended terms of employment.

/s/ Rajesh Vashist	Nov 1, 2014
Rajesh Vashist	Date

The Smart Timing Choice™

June 14, 2016

Subject: Amendment to Terms of Employment letter

Dear Rajesh,

This letter is to memorialize our agreement to amend your New Terms of Employment letter dated October 21, 2014 (the "Letter"). At page 3 of the Letter, the following language "The Company agrees, however, that regardless of your employment status, you will remain in an advisory capacity to provide advisory services of not more than 10 hours each month through December 2018" shall be amended and replaced with "MegaChips and the Company agree, however, that regardless of your employment status, you will remain in an advisory capacity to provide advisory services of not more than 10 hours each month through June 30, 2020 to either MegaChips or Company at the option of MegaChips."

All other terms in the Letter remain unchanged.

To confirm your agreement to this amendment to the Letter, please review, sign and return a copy of this amendment.

Sincerely,

/s/ Akira Takata
Akira Takata
Chief Executive Officer, MegaChips Corporation

I have read and agree to the above amendment to my New Terms of Employment letter dated October 21, 2014. I further understand that my employment with SiTime remains at-will.

/s/ Rajesh Vashist	6/21/16
Rajesh Vashist	Date

September 24, 2019

Arthur D. Chadwick

Re: Offer of Employment

Dear Art:

I am delighted to offer you a regular full-time position as Executive Vice President, Chief Financial Officer, reporting to me. I deeply believe we have an exceptional opportunity over the next decade to build an iconic semiconductor company that can change the world. And I know that you share this vision. I am eagerly looking forward to our future collaboration at SiTime Corporation ("SiTime" or the "Company"), a wholly owned subsidiary of MegaChips Corporation.

Your compensation will include an annual base salary of $300,000, (paid semi-monthly at a rate of $12,500), less applicable payroll deductions and all required withholdings.

You will be eligible to participate in our Exemplary Performance Bonus Plan. Under this plan, you will be eligible to receive an annual bonus of up to $100,000, to be paid out on a quarterly basis during the month following the end of each quarter; *provided*, that you (1) meet your pre-determined MBO objectives and goals for the applicable quarter, and (2) are an employee in good standing on the applicable payment date.

You will be eligible to participate in the Company's long-term incentive plans as may be adopted and in effect from to time. The Company intends to implement a stock option plan following the closing of an initial public offering (IPO). Subject to the approval of the Board of Directors of SiTime and the closing of an IPO, you would be eligible for a grant of equity equal to 0.8% of outstanding shares of common stock, of which one-fourth (¼) will be issued on the one year anniversary date of your start date, and one-sixteenth (1/16) each quarter thereafter. Any grant of options and RSUs would be subject the terms and conditions approved by the Board and set forth in the award agreements and applicable plan.

Please note that, as is typical with growth companies like ours, our equity program is under ongoing review and our Board will determine in its discretion whether you will be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time.

As the company grows and implements future compensation programs, you will be eligible to participate in these programs.

You will also be eligible for change in control severance benefits subject to approval of the Board and the terms of an approved agreement.

As a full time, regular employee of SiTime, you will be eligible to participate in our benefits programs. Benefits become effective on the first day of the month following date of hire. These programs will be outlined for you when you begin your employment.

Your continued employment is also contingent upon reading and signing the Proprietary Information and Invention Assignment Agreement. Please review and sign this document within your first week of employment with SiTime.

SiTime is an at-will employer and this offer of employment does not constitute a contract of employment. If employed by SiTime, your employment is for no definite or determinable period and may be terminated at any time, with or without prior notice, at the option of either you or the company, and not for a specified duration.

This offer is contingent upon successfully passing a background check clearance, reference check, and satisfactory proof of your right to work in the United States. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions. Pursuant to the Immigration Reform and Control Act of 1986, the Company is required to verify within the first three days of employment an individual's employment eligibility in the United States. Documentation acceptable by the Immigration and Naturalization Service is listed on the attached I-9 Employment Eligibility Verification Form. To insure compliance with the Act, please bring original copies of your documentation on your first day of employment. All job offers are contingent upon successful completion of the I-9 verification process.

This offer will expire on September 27, 2019 if not accepted, signed and returned to SiTime Corporation by this date.

We are excited to offer you the challenge of contributing to SiTime's growth. It is our sincere wish and intention that you find your experience here exciting and rewarding.

Sincerely,

/s/ Rajesh Vashist

Rajesh Vashist
CEO

I have read and accept the above offer of employment:

Accepted by: /s/ Arthur D. Chadwick — 9/26/2019
Arthur D. Chadwick — Date

Start Date: Sept. 30, 2019

Enclosures: SiTime Confidential Information and Invention Assignment
Agreement I-9 Employment Eligibility Verification Form

The Smart Timing Choice™

January 27, 2018

Lionel Bonnot

Re: Offer of Employment

Dear Lionel:

SiTime is pleased to offer you a regular full-time position of Senior Vice President, Business Development, reporting to the CEO. We have worked so successfully together in the past, that I am eagerly looking forward to our future collaboration. I believe we have an exceptional opportunity over the next decade to build an iconic company that can change the world. Your start date will be the 5th February 2018.

SiTime Corporation ("SiTime" or the "Company"), is a wholly owned subsidiary of MegaChips Corporation, and the offer comes from it.

Your compensation will include an annual base salary of $260,000, (paid semi-monthly at a rate of $10,833.34), less applicable payroll deductions and all required withholdings.

You will be eligible to participate in our Exemplary Performance Bonus Plan. Under this plan, you will be eligible to receive an annual bonus of up to $100,000, to be paid out on a quarterly basis during the month following the end of each quarter; *provided*, that you (1) meet your pre-determined MBO objectives and goals for the applicable quarter, and (2) are an employee in good standing on the applicable payment date.

As a full time, regular employee of SiTime, you will be eligible to participate in our benefits programs. Benefits become effective on the first day of the moth following date of hire. These programs will be outlined for you when you begin your employment.

Your continued employment is also contingent upon reading and signing the Proprietary Information and Invention Assignment Agreement. Please review and sign this document within your first week of employment with SiTime.

SiTime is an at-will employer and this offer of employment does not constitute a contract of employment. If employed by SiTime, your employment is for no definite or determinable period and may be terminated at any time, with or without prior notice, at the option of either you or the company, and not for a specified duration.

This offer is contingent upon successfully passing a background check clearance, reference check, and satisfactory proof of your right to work in the United States. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions. Pursuant to the Immigration Reform and Control Act of 1986, the Company is required to verify within the first three days of employment an individual's employment eligibility in the United States.

Documentation acceptable by the Immigration and Naturalization Service is listed on the attached I-9 Employment Eligibility Verification Form. To insure compliance with the Act, please bring original copies of your documentation on your first day of employment. All job offers are contingent upon successful completion of the I-9 verification process.

This offer will expire on January 29, 2018 if not accepted, signed and returned to SiTime Corporation by this date.

I am excited to offer you the challenge of contributing to SiTime's growth. It is my sincere wish and intention that you find your experience here exciting and rewarding.

Sincerely,

/s/ Rajesh Vashist
Rajesh Vashist
CEO

I have read and accept the above offer of employment:

Accepted by:	/s/ Lionel Bonnot Lionel Bonnet	1/29/2018 Date
Start Date:	2/5/2018	
Enclosures:	SiTime Confidential Information and Invention Assignment Agreement I-9 Employment Eligibility Verification Form	

The Smart Timing Choice™

October 20, 2014

Subject: New Terms of Employment

Dear Piyush,

As we have announced, a transaction is pending (the “Transaction”) whereby SiTime Corporation (the “Company”) will be acquired by MegaChips Corporation (“MegaChips”), and the Company will become a wholly owned subsidiary of MegaChips. In connection with the Transaction, you will remain an employee of the Company, subject to the revised terms and conditions of employment set forth below. These terms and conditions are subject to the Transaction closing. In the event the Transaction does not close, your employment with the Company will continue unchanged and the terms and conditions set forth herein will become null and void.

Following the Transaction, you will remain employed in your current position of Executive VP of Marketing. Your duties will remain the same, as well as your reporting relationship and work location. Of course, the Company may change your position, duties, and work location from time to time at its discretion.

Following the Transaction, your salary will be $25,000.00 per month, less payroll deductions and withholdings, payable semi-monthly. Following the Transaction, you will continue to be eligible to participate in the Company’s benefit plans. As you know, the Company may change your compensation and benefits at any time in its sole discretion.

You will be eligible to participate in our Exemplary Performance Bonus Plan. Under this plan, you will be eligible to receive an annual bonus of up to $100,000, to be paid out on a quarterly basis during the month following the end of each quarter; provided, that you (l) meet your pre-determined MBO objectives and goals for the applicable quarter, and (2) are an employee in good standing on the applicable payment date. This plan will start in 2015.

You will also be eligible for a retention bonus of $30,000 for each of 2015 and 2016. The 2015 retention bonus will be paid on the first regularly scheduled payroll date to occur on or after January 15, 2016, provided that you are an employee in good standing on December 31, 2015. The 2016 retention bonus will be paid on the first regularly scheduled payroll date to occur on or after January 15, 2017, provided that you are an employee in good standing on December 31, 2016.

Following the closing of the Transaction, subject to the approval of the Board of Directors of MegaChips (the “MegaChips Board”), you will be granted an option to purchase 45,000 shares of MegaChips common stock (the “MegaChips Option”). The MegaChips Option will be granted under the MegaChips Equity Plan (the “MegaChips Equity Plan”) and will be governed by and subject to the terms and conditions of the MegaChips Equity Plan and the applicable stock option grant notice and option agreement thereunder (“Option Documents”). Subject to applicable laws, the MegaChips Option will be subject to a two-year vesting schedule pursuant to which the shares subject to the MegaChips Option will vest in eight (8) substantially equal installments on each three-month anniversary of the vesting commencement date, as set forth in your Option Documents, provided that you are continuously employed with the Company and/or MegaChips on each applicable vesting date.

The Company plans to adopt a profit sharing plan for 2017 and 2018. If you an employee in good standing at the time it is adopted and otherwise meet the eligibility criteria for participation in the plan at such time, you will be eligible to participate in such plan. Based on current projections, which may change based on business operating results in the future, it is expected that your interest in such plan would be 5.00%. The Company may change such percentage in its discretion. Further details regarding this plan will be communicated to you at a later date.

If the Company terminates your employment without Cause or you resign due to an Involuntary Termination, subject to (1) your execution (and non-revocation) of a release of claims in the form provided by the Company (the “Release”) within forty five (45) days following the date of your termination, plus the statutorily required seven-day revocation period (the “Release Period”), and (2) your continued compliance with your Proprietary Information and Invention

Assignment Agreement and any other confidentiality or restrictive covenant agreement between you and the Company, you will be entitled to receive the following severance benefits:

- The Company will make salary continuation payments to you in an amount equal to four (4) months of your monthly base salary as in effect on the date of your termination, payable in substantially equal installments in accordance with the Company's normal payroll practices, with the first installment commencing on the date on which the Release becomes irrevocable; *provided*, that if the Release Period spans two calendar years, the severance will commence to be paid in the second calendar year (and such first installment will include all installment payments that would otherwise have been paid prior to such date if this provision did not apply); and

- If you were participating in the Company's group health plans as of the date of your termination and you timely elect to continue your group health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will promptly reimburse you for the costs of the COBRA premiums for yourself and your eligible dependents from the date of your termination until the earliest to occur of: (a) the date which occurs four (4) months after your date of (b) the expiration of your eligibility for continuation coverage under COBRA, and (c) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (the "COBRA Period"). Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that the reimbursement of the COBRA premiums would result in a violation of the nondiscrimination rules of Section of the Code or any statute or regulation of similar effect (including, without limitation, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of reimbursing you for the COBRA premiums, the Company will instead pay you, on the first day of each month of the remainder of the COBRA Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings and deductions (such amount, the "Special Severance Payment"). Notwithstanding the foregoing, no payments or reimbursements under this section will be made prior to the date on which the Release becomes effective; *provided*, *further*, that if the Release Period spans two calendar years, no payments or reimbursements will be made until the second calendar year (and such payment will include any other payments that would otherwise have been paid prior to such date if this provision did not apply). If you become eligible for coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the COBRA Period, you must immediately notify the Company of such event, and all payments and obligations under this paragraph will cease.

For purposes of this offer letter, "Cause" for your termination will exist at any time after the occurrence of one or more of the following events, in each case, as determined in good faith by the Company: (a) your willful failure substantially to perform your duties and responsibilities to the Company or your deliberate violation of any policy of the Company, which is not remedied (if remediable) within twenty (20) business days after written notice from the Company, which written notice shall state that failure to remedy such conduct may result in your termination for Cause; (b) your commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in injury to the Company; (c) your conviction of a felony or a crime involving moral turpitude; (d) your willful breach of any of your obligations under any written agreement or covenant with the Company; or (e) your breach of any provision of the Proprietary Information and Invention Assignment Agreement, including without limitation, your theft or other misappropriation of any proprietary information of the Company.

For purposes of this offer letter, an "Involuntary Termination" means the occurrence, without your consent, of any of the following conditions: (a) a reduction often percent (10%) or more in your annual base salary, except as part of a general salary reduction applicable to all of the Company's executive officers; (b) a material reduction or change in your job duties, responsibilities and requirements; or (c) your relocation to a facility or location more than fifty (50) miles from your principal place of employment as of the date of this offer letter; *provided*, that you provide written notice to the Company of the existence of any such condition within thirty (30) days of your knowledge of the initial existence of such condition and the Company fails to remedy such condition within thirty (30) days of receipt of such notice (the "Cure Period"); and *provided*, *further*, that you actually terminate your employment no later than thirty (30) days following the end of the Cure Period.

This offer letter is intended to comply with, or be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Notwithstanding anything to the contrary herein, except to the extent any expenses, reimbursement or in-kind benefit provided pursuant to this offer letter does not constitute "deferred compensation" within the meaning of Section409A of the Code, the amount of expenses eligible for reimbursement or in-kind benefits provided to you during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to you in any other calendar year, the reimbursements for expenses for which you are entitled to be reimbursed will be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred, and the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

Following the Transaction, you will be expected to continue to abide by the Company's rules and policies, including the Proprietary Information and Invention Assignment Agreement.

Your employment will remain at-will. As such, your employment may be terminated at any time, with or without prior notice or cause, by you or the Company.

To accept this offer of employment with the Company, please review, complete, sign and return a copy of this offer letter, and the Proprietary Information and Invention Assignment Agreement, if applicable.

To expedite the processing of your acceptance of these terms and conditions of employment, you may scan your signed documents and email them to Human Resources at ns@sitime.com. All required documents must be completed and received no later than October 21st, 2014 at 9am.

Piyush, we are excited about the opportunity to have you join the MegaChips group!

Sincerely,

/s/ Rajesh Vashist
Rajesh Vashist
CEO

I have read and accept the above amended terms of employment

/s/ Piyush Sevalia 20 OCT 2014
Piyush Sevalia Date

Exhibit 10.8

SITIME CORPORATION

CHANGE OF CONTROL AND SEVERANCE AGREEMENT

This Change of Control Severance Agreement (this "Agreement") is made and entered into effective as of (the "Effective Date"), by and between Rajesh Vashist ("Executive") and SiTime Corporation, a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Section 1 below.

RECITALS

A. It is expected that the Company from time to time will consider the possibility of a Change of Control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities.

B. The Board believes that it is in the best interests of the Company and its shareholders to provide Executive with an incentive to continue his employment and to maximize the value of the Company upon a Change of Control for the benefit of its shareholders.

C. In order to provide Executive with enhanced financial security and sufficient encouragement to remain with the Company notwithstanding the possibility of a Change of Control, the Board believes that it is imperative to provide Executive with certain severance and other benefits upon Executive's termination of employment in connection with a Change of Control.

D. The Board also believes it is in the best interests of the Company and its shareholders to provide Executive with severance upon involuntary termination other than in connection with a Change of Control.

AGREEMENT

In consideration of the mutual covenants herein contained and the continued employment of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. "Cause" shall mean Executive's (i) commission of a felony, an act involving moral turpitude, or an act constituting common law fraud, and which has a material adverse effect on the business or affairs of the Company or its affiliates or stockholders; (ii) intentional or willful misconduct or refusal to follow the lawful instructions of the Board that is not cured within thirty (30) days following written notice from the Board; or (iii) intentional breach of Company confidential information obligations which has an adverse effect on the Company or its affiliates or stockholders. For these purposes, no act or failure to act shall be considered "intentional or willful" unless it is done, or omitted to be done, in bad faith without a reasonable belief that the action or omission is in the best interests of the Company.

(b) Change of Control. "Change of Control" shall mean the occurrence of any of the following events:

(i) the approval by the shareholders of the Company of a plan of complete liquidation or dissolution of the Company or the closing of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition to a subsidiary of the Company or to an entity, the voting securities of which are owned by the stockholders of the Company in substantially the same proportions as their ownership of the Company's voting securities immediately prior to such sale or disposition;

(ii) a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent directly or indirectly (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iii) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; or

(iv) a change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date hereof or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those directors whose election or nomination was not in connection with any transactions described in subsections (i), (ii) or (iii), or in connection with an actual or threatened proxy contest relating to the election of directors of the Company.

Notwithstanding the foregoing, the term "Change of Control" shall not be deemed to have occurred if the Company files for bankruptcy protection, or if a petition for involuntary relief is filed against the Company.

(c) Disability. "Disability" shall mean "disability" within the meaning of Section 22(e)(3) of the Code

(d) Equity Award. "Equity Award" shall mean Executive's awards of options, stock appreciation rights, restricted shares or stock units with respect to the Company or its successor, or the direct or indirect parent of either, or of any deferred compensation into which such stock options, stock appreciation rights, restricted shares or stock units were converted upon or prior to a Change of Control.

(e) Involuntary Termination. "Involuntary Termination" shall mean:

(i) a material reduction in Executive's title, duties, authorities or responsibilities relative to Executive's title, duties, authorities, or responsibilities as of the Effective Date, or, on or following a Change of Control, a material reduction in Executive's title, duties, authorities, or responsibilities relative to Executive's title, duties, authorities, or responsibilities in effect immediately prior to the Change of Control (including Executive reporting to anyone other than the Board of Directors of the acquirer), in each case without the Executive's consent;

(ii) without Executive's express written consent, a reduction by the Company of Executive's base compensation of more than ten percent (10%), unless such reduction in base compensation is part of a general reduction in compensation applicable to senior executives of the Company;

(iii) without Executive's express written consent, the relocation of Executive's principal place of employment to a facility or a location more than fifty (50) miles from its location as of the Effective Date or, on or following a Change of Control, from its location immediately prior to such Change of Control;

(iv) any termination of Executive by the Company which is not effected for Cause; or

(v) the failure of the Company to obtain the assumption of this Agreement or any other agreement between the Company and Executive by any successors contemplated in Section 12 below.

A termination shall not be considered an "Involuntary Termination" unless Executive provides notice to the Company of the existence of the condition described in subsections (i), (ii), (iii) or (v) above within ninety (90) days of the initial existence of such condition, the Company fails to remedy the condition within thirty (30) days following the receipt of such notice, and Executive terminates employment within one-hundred eighty (180) days following the initial existence of such condition. A termination due to death or disability shall not be considered an Involuntary Termination.

(f) Termination Date. "Termination Date" shall mean Executive's "separation from service" within the meaning of that term under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

2. Term of Agreement. This Agreement shall terminate upon the date that all obligations of the parties hereto under this Agreement have been satisfied.

3. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law.

4. Effect of Change of Control on Equity Awards. If Executive is employed at the time of a Change of Control and signs and does not revoke a standard release of claims with the Company in a form acceptable to the Company (a "Release") that becomes irrevocable within sixty (60) days following the Change of Control, all of Executive's outstanding Equity Awards will become fully vested and exercisable immediately prior to the Change of Control.

5. Involuntary Termination in Connection with a Change of Control. If Executive's employment with the Company terminates as a result of an Involuntary Termination either on or at any time within twelve months (12) months after a Change of Control, or within three (3) months prior to a Change of Control, and Executive signs and does not revoke a Release that has become irrevocable within sixty (60) days following the later of the Change of Control or the Termination Date, then Executive shall be entitled to the following severance benefits:

(a) 200% of the sum of Executive's annual base salary (as in effect prior to any reduction that constitutes a basis for Involuntary Termination pursuant to this Agreement) plus annual target bonus as in effect on the Termination Date, payable in a lump sum on the sixtieth (60th) day following the later of the Termination Date or the Change of Control, subject to Section 11 below;

(b) any earned but unpaid annual bonus for any annual bonus period which had ended prior to the Termination Date, which amount shall be paid at such time as annual bonuses are paid to other senior executives of the Company;

(c) all of Executive's outstanding Equity Awards will become fully vested and exercisable (to the extent not already accelerated pursuant to Section 4 above); provided, however, that notwithstanding any contrary term of the Equity Award agreement, if Executive is entitled to accelerated vesting under this Section 5 as a result of an Involuntary Termination within three (3) months prior to a Change of Control: (1) the portion of the Equity Award subject to such accelerated vesting shall not be forfeited or terminated upon the Termination Date pending the Change of Control, (2) the accelerated vesting shall be deemed to take place immediately prior to the effective date of the Change of Control, and (3) the period within which the Equity Award may be exercised following the Termination Date, if applicable, will expire no less than one (1) month following the effective date of the Change of Control (but no later than the expiration of the term of the Equity Award); and

(d) if Executive so elects and pays to continue health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or corresponding provision of state law ("COBRA"), then beginning in the month following the Termination Date (or if later, the date the Release becomes irrevocable, with a catch-up payment for payments deferred pending the irrevocability of the Release), Company will pay Executive's monthly COBRA premium costs up to the monthly amount the Company was paying as the employer-portion of premium contributions for health coverage for Executive and Executive's eligible dependents immediately before the Termination Date, until the earlier of: (1) the end of the eighteen (18)-month period following the Termination Date or (2) the date Executive or Executive's eligible dependents lose eligibility for COBRA continuation coverage. The period of such Company-paid COBRA continuation coverage shall be considered part of Executive's (and Executive's eligible dependents') COBRA coverage entitlement period. Executive will be solely responsible for timely electing such continuation coverage for Executive and Executive's eligible dependents. Any increase in the premium contribution and/or in the number of covered dependents by Executive during the period that Executive continues in the Company's health insurance benefit plans or receives company-paid COBRA continuation coverage will be at Executive's own expense.

6. Involuntary Termination Apart from a Change of Control. If Executive's employment with the Company terminates as a result of an Involuntary Termination that occurs more then three (3) months prior to a Change of Control, and Executive signs and does not revoke a Release that has become irrevocable within sixty (60) days following the Termination Date, then Executive shall be entitled to the following severance benefits:

(a) 100% of the sum of Executive's annual base salary (as in effect prior to any reduction that constitutes a basis for Involuntary Termination pursuant to this Agreement) plus annual target bonus as in effect on the Termination Date, payable in a lump sum on the sixtieth (60th) day following the Termination Date, subject to Section 11 below;

(b) any earned but unpaid annual bonus for any annual bonus period which had ended prior to the Termination Date, which amount shall be paid at such time as annual bonuses are paid to other senior executives of the Company;

(c) all of Executive's outstanding Equity Awards will become fully vested and exercisable; and

(d) if Executive so elects and pays to continue health insurance under COBRA, then beginning in the month following the Termination Date (or if later, the date the Release becomes irrevocable, with a catch-up payment for payments deferred pending the irrevocability of the Release), Company will pay Executive's monthly COBRA premium costs up to the monthly amount the Company was paying as the employer-portion of premium contributions for health coverage for Executive and Executive's eligible dependents immediately before the Termination Date, until the earlier of: (1) the end of the twelve (12)-month period following the Termination Date or (2) the date Executive or Executive's eligible dependents lose eligibility for COBRA continuation coverage. The period of such Company-paid COBRA continuation coverage shall be considered part of Executive's (and Executive's eligible dependents') COBRA coverage entitlement period. Executive will be solely responsible for timely electing such continuation coverage for Executive and Executive's eligible dependents. Any increase in the premium contribution and/or in the number of covered dependents by Executive during the period that Executive continues in the Company's health insurance benefit plans or receives company-paid COBRA continuation coverage will be at Executive's own expense.

7. Other Benefits. Executive shall also receive the following:

(a) in the event of Executive's death or Disability, all of Executive's outstanding Equity Awards will become fully vested and exercisable;

(b) if Executive's employment terminates for any reason except Cause, then the vested portion of Executive's Equity Awards will be exercisable, as applicable, for three (3) years following such termination, provided no Equity Award may be exercised beyond that award's expiration date as set forth in the applicable award agreement or beyond the termination of the award in connection with a Change of Control pursuant to the applicable stock incentive plan; and

(c) the Company shall permit Executive to satisfy all or part of any Equity Award's exercise price and applicable tax withholding obligation in either cash or shares subject to the award.

8. Mutually Exclusive Benefits. For the avoidance of doubt, the benefits afforded under Section 6 are mutually exclusive with the benefits afforded under Section 5. If Executive has an Involuntary Termination within three months prior to a Change of Control and becomes entitled to cash severance pursuant to Section 5, but already received cash severance pursuant to Section 6, the amount of the cash severance payable pursuant to Section 5 shall be offset by the amount already paid, subject to compliance with Section 409A of the Code.

9. Accrued Wages and Vacation; Expenses. If Executive's employment with the Company terminates, without regard to the reason for, or the timing of, Executive's termination of employment, then (i) the Company shall pay Executive any unpaid wages due for periods prior to the Termination Date; (ii) the Company shall pay Executive all of Executive's accrued and unused vacation through the Termination Date; and (iii) following submission of proper expense reports by Executive, the Company shall reimburse Executive for all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the Termination Date. These payments shall be made promptly upon termination and within the period of time mandated by law.

10. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Executive's benefits under this Agreement shall be either:

(a) delivered in full or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 10 shall be made in writing by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 10, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably

request in order to make a determination under this Section 10. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 10. In the event that a reduction is required, the reduction shall be applied first to any benefits that are not subject to Section 409A of the Code, and then shall be applied to benefits (if any) that are subject to Section 409A of the Code, with the benefits payable latest in time subject to reduction first.

11. Section 409A; Delayed Commencement of Benefits. Notwithstanding any provision to the contrary in this Agreement, no cash severance and no Company-paid health care coverage to which Executive otherwise becomes entitled under this Agreement shall be made or provided to Executive prior to the earlier of (i) the expiration of the six (6)-month period measured from the Termination Date or (ii) the date of Executive's death, if Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Code Section 409A and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments and benefits deferred pursuant to this Section 11 (whether they would have otherwise been payable in a single sum or in installments in the absence of such deferral) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Executive shall be entitled to interest on the deferred benefits and payments for the period the commencement of those benefits and payments is delayed by reason of Code Section 409A(a)(2), with such interest to accrue at the prime rate in effect from time to time during that period and to be paid in a lump sum upon the expiration of the deferral period. Each installment payment under Sections 5 or 6 shall be considered a separate payment for purposes of Code Section 409A.

12. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the Company's obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. Without the written consent of the Company, Executive shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity. Notwithstanding the foregoing, the terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

13. Notices.

(a) General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices shall be addressed to him at the home address which he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive as a result of an Involuntary Termination shall be communicated by a notice of termination to the other party hereto given in accordance with this Section 13. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the Termination Date (which shall be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his rights hereunder, subject to the requirements of Section 1(c).

14. Arbitration. Any controversy involving the construction or application of any terms, covenants or conditions of this Agreement, or any claims arising out of any alleged breach of this Agreement, will be governed by the rules of the American Arbitration Association and submitted to and settled by final and binding arbitration in Santa Clara County, California, except that any alleged breach of Executive’s confidential information obligations shall not be submitted to arbitration and instead the Company may seek all legal and equitable remedies, including without limitation, injunctive relief.

15. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement, nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Integration. This Agreement supersedes and replaces any prior agreements, representation or understandings, whether written, oral, express or implied, between Executive and the Company and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Employment Taxes. All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

* * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

SITIME CORPORATION

By: ________________________
Name: ________________________
Title: ________________________

EXECUTIVE:

____
Signature

____
Printed Name: Rajesh Vashist
Title: Chief Executive Officer

Exhibit 10.9

SITIME CORPORATION

CHANGE OF CONTROL AND SEVERANCE AGREEMENT

This Change of Control Severance Agreement (this "Agreement") is made and entered into effective as of   (the "Effective Date"), by and between [name] ("Executive") and SiTime Corporation, a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Section 1 below.

RECITALS

A. It is expected that the Company from time to time will consider the possibility of a Change of Control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities.

B. The Board believes that it is in the best interests of the Company and its shareholders to provide Executive with an incentive to continue his employment and to maximize the value of the Company upon a Change of Control for the benefit of its shareholders.

C. In order to provide Executive with enhanced financial security and sufficient encouragement to remain with the Company notwithstanding the possibility of a Change of Control, the Board believes that it is imperative to provide Executive with certain severance and other benefits upon Executive's termination of employment in connection with a Change of Control.

D. The Board also believes it is in the best interests of the Company and its shareholders to provide Executive with severance upon involuntary termination other than in connection with a Change of Control.

AGREEMENT

In consideration of the mutual covenants herein contained and the continued employment of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. "Cause" shall mean Executive's (i) commission of a felony, an act involving moral turpitude, or an act constituting common law fraud, and which has a material adverse effect on the business or affairs of the Company or its affiliates or stockholders; (ii) intentional or willful misconduct or refusal to follow the lawful instructions of the Board or Chief Executive Officer that is not cured within thirty (30) days following written notice from the Board or Chief Executive Officer; or (iii) intentional breach of Company confidential information obligations which has an adverse effect on the Company or its affiliates or

stockholders. For these purposes, no act or failure to act shall be considered "intentional or willful" unless it is done, or omitted to be done, in bad faith without a reasonable belief that the action or omission is in the best interests of the Company.

(b) Change of Control. "Change of Control" shall mean the occurrence of any of the following events:

(i) the approval by the shareholders of the Company of a plan of complete liquidation or dissolution of the Company or the closing of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition to a subsidiary of the Company or to an entity, the voting securities of which are owned by the stockholders of the Company in substantially the same proportions as their ownership of the Company's voting securities immediately prior to such sale or disposition;

(ii) a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent directly or indirectly (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iii) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; or

(iv) a change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date hereof or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those directors whose election or nomination was not in connection with any transactions described in subsections (i), (ii) or (iii), or in connection with an actual or threatened proxy contest relating to the election of directors of the Company.

Notwithstanding the foregoing, the term "Change of Control" shall not be deemed to have occurred if the Company files for bankruptcy protection, or if a petition for involuntary relief is filed against the Company.

(c) Disability. "Disability" shall mean "disability" within the meaning of Section 22(e)(3) of the Code

(d) Equity Award. "Equity Award" shall mean Executive's awards of options, stock appreciation rights, restricted shares or stock units with respect to the Company or its successor, or the direct or indirect parent of either, or of any deferred compensation into which such stock options, stock appreciation rights, restricted shares or stock units were converted upon or prior to a Change of Control.

(e) Involuntary Termination. “Involuntary Termination” shall mean:

(i) Without Executive’s express written consent, the assignment to Executive of duties or responsibilities inconsistent with Executive’s education and experience;

(ii) without Executive’s express written consent, a reduction by the Company of Executive’s base compensation of more than ten percent (10%), unless such reduction in base compensation is part of a general reduction in compensation applicable to senior executives of the Company;

(iii) without Executive’s express written consent, the relocation of Executive’s principal place of employment to a facility or a location more than fifty (50) miles from its location as of the Effective Date or, on or following a Change of Control, from its location immediately prior to such Change of Control;

(iv) any termination of Executive by the Company which is not effected for Cause; or

(v) the failure of the Company to obtain the assumption of this Agreement or any other agreement between the Company and Executive by any successors contemplated in Section 10 below.

A termination shall not be considered an “Involuntary Termination” unless Executive provides notice to the Company of the existence of the condition described in subsections (i), (ii), (iii) or (v) above within ninety (90) days of the initial existence of such condition, the Company fails to remedy the condition within thirty (30) days following the receipt of such notice, and Executive terminates employment within one-hundred eighty (180) days following the initial existence of such condition. A termination due to death or disability shall not be considered an Involuntary Termination.

(f) Termination Date. “Termination Date” shall mean Executive’s “separation from service” within the meaning of that term under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

2. Term of Agreement. This Agreement shall terminate upon the date that all obligations of the parties hereto under this Agreement have been satisfied.

3. At-Will Employment. The Company and Executive acknowledge that Executive’s employment is and shall continue to be at-will, as defined under applicable law.

4. Involuntary Termination in Connection with a Change of Control. If Executive’s employment with the Company terminates as a result of an Involuntary Termination either on or at any time within twelve months (12) months after a Change of Control, or within three (3) months prior to a Change of Control, and Executive signs and does not revoke a release in a form

approved by the Company (a "Release") that has become irrevocable within sixty (60) days following the later of the Change of Control or the Termination Date, then Executive shall be entitled to the following severance benefits:

(a) 100% of the sum of Executive's annual base salary (as in effect prior to any reduction that constitutes a basis for Involuntary Termination pursuant to this Agreement) plus annual target bonus as in effect on the Termination Date, payable in a lump sum on the sixtieth (60th) day following the later of the Termination Date or the Change of Control, subject to Section 9 below;

(b) any earned but unpaid annual bonus for any annual bonus period which had ended prior to the Termination Date, which amount shall be paid at such time as annual bonuses are paid to other senior executives of the Company;

(c) all of Executive's outstanding Equity Awards will become fully vested and exercisable; provided, however, that notwithstanding any contrary term of the Equity Award agreement, if Executive is entitled to accelerated vesting under this Section 4 as a result of an Involuntary Termination within three (3) months prior to a Change of Control: (1) the portion of the Equity Award subject to such accelerated vesting shall not be forfeited or terminated upon the Termination Date pending the Change of Control, (2) the accelerated vesting shall be deemed to take place immediately prior to the effective date of the Change of Control, and (3) the period within which the Equity Award may be exercised following the Termination Date, if applicable, will expire no less than one (1) month following the effective date of the Change of Control (but no later than the expiration of the term of the Equity Award); and

(d) if Executive so elects and pays to continue health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or corresponding provision of state law ("COBRA"), then beginning in the month following the Termination Date (or if later, the date the Release becomes irrevocable, with a catch-up payment for payments deferred pending the irrevocability of the Release), Company will pay Executive's monthly COBRA premium costs up to the monthly amount the Company was paying as the employer-portion of premium contributions for health coverage for Executive and Executive's eligible dependents immediately before the Termination Date, until the earlier of: (1) the end of the twelve (12)-month period following the Termination Date or (2) the date Executive or Executive's eligible dependents lose eligibility for COBRA continuation coverage. The period of such Company-paid COBRA continuation coverage shall be considered part of Executive's (and Executive's eligible dependents') COBRA coverage entitlement period. Executive will be solely responsible for timely electing such continuation coverage for Executive and Executive's eligible dependents. Any increase in the premium contribution and/or in the number of covered dependents by Executive during the period that Executive continues in the Company's health insurance benefit plans or receives company-paid COBRA continuation coverage will be at Executive's own expense.

5. Involuntary Termination Apart from a Change of Control. If Executive's employment with the Company terminates as a result of an Involuntary Termination that occurs more than three (3) months prior to a Change of Control, and Executive signs and does not revoke a Release that has become irrevocable within sixty (60) days following the Termination Date, then Executive shall be entitled to the following severance benefits:

(a) 50% of the sum of Executive's annual base salary (as in effect prior to any reduction that constitutes a basis for Involuntary Termination pursuant to this Agreement), payable in a lump sum on the sixtieth (60th) day following the Termination Date, subject to Section 9 below;

(b) any earned but unpaid annual bonus for any annual bonus period which had ended prior to the Termination Date, which amount shall be paid at such time as annual bonuses are paid to other senior executives of the Company; and

(c) if Executive so elects and pays to continue health insurance under COBRA, then beginning in the month following the Termination Date (or if later, the date the Release becomes irrevocable, with a catch-up payment for payments deferred pending the irrevocability of the Release), Company will pay Executive's monthly COBRA premium costs up to the monthly amount the Company was paying as the employer-portion of premium contributions for health coverage for Executive and Executive's eligible dependents immediately before the Termination Date, until the earlier of: (1) the end of the six (6)-month period following the Termination Date or (2) the date Executive or Executive's eligible dependents lose eligibility for COBRA continuation coverage. The period of such Company-paid COBRA continuation coverage shall be considered part of Executive's (and Executive's eligible dependents') COBRA coverage entitlement period. Executive will be solely responsible for timely electing such continuation coverage for Executive and Executive's eligible dependents. Any increase in the premium contribution and/or in the number of covered dependents by Executive during the period that Executive continues in the Company's health insurance benefit plans or receives company-paid COBRA continuation coverage will be at Executive's own expense.

6. Mutually Exclusive Benefits. For the avoidance of doubt, the benefits afforded under Sections 4 and 5 are mutually exclusive. If Executive has an Involuntary Termination within three months prior to a Change of Control and becomes entitled to cash severance pursuant to Section 4, but already received cash severance pursuant to Section 5, the amount of the cash severance payable pursuant to Section 4 shall be offset by the amount already paid, subject to compliance with Section 409A of the Code.

7. Accrued Wages and Vacation; Expenses. If Executive's employment with the Company terminates, without regard to the reason for, or the timing of, Executive's termination of employment, then (i) the Company shall pay Executive any unpaid wages due for periods prior to the Termination Date; (ii) the Company shall pay Executive all of Executive's accrued and unused vacation through the Termination Date; and (iii) following submission of proper expense reports by Executive, the Company shall reimburse Executive for all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the Termination Date. These payments shall be made promptly upon termination and within the period of time mandated by law.

8. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Executive's benefits under this Agreement shall be either:

(a) delivered in full or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 8 shall be made in writing by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 8, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 8. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 8. In the event that a reduction is required, the reduction shall be applied first to any benefits that are not subject to Section 409A of the Code, and then shall be applied to benefits (if any) that are subject to Section 409A of the Code, with the benefits payable latest in time subject to reduction first.

9. Section 409A; Delayed Commencement of Benefits. Notwithstanding any provision to the contrary in this Agreement, no cash severance and no Company-paid health care coverage to which Executive otherwise becomes entitled under this Agreement shall be made or provided to Executive prior to the earlier of (i) the expiration of the six (6)-month period measured from the Termination Date or (ii) the date of Executive's death, if Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Code Section 409A and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments and benefits deferred pursuant to this Section 9 (whether they would have otherwise been payable in a single sum or in installments in the absence of such deferral) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Executive shall be entitled to interest on the deferred benefits and payments for the period the commencement of those benefits and payments is delayed by reason of Code Section 409A(a)(2), with such interest to accrue at the prime rate in effect from time to time during that period and to be paid in a lump sum upon the expiration of the deferral period. Each installment payment under Sections 4 or 5 shall be considered a separate payment for purposes of Code Section 409A.

10. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the Company's obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. Without the written consent of the Company, Executive shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity. Notwithstanding the foregoing, the terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

11. Notices.

(a) General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices shall be addressed to him at the home address which he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive as a result of an Involuntary Termination shall be communicated by a notice of termination to the other party hereto given in accordance with this Section 11. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the Termination Date (which shall be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his rights hereunder, subject to the requirements of Section 1(c).

12. Arbitration. Any controversy involving the construction or application of any terms, covenants or conditions of this Agreement, or any claims arising out of any alleged breach of this Agreement, will be governed by the rules of the American Arbitration Association and submitted to and settled by final and binding arbitration in Santa Clara County, California, except that any alleged breach of Executive's confidential information obligations shall not be submitted to arbitration and instead the Company may seek all legal and equitable remedies, including without limitation, injunctive relief.

13. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment contemplated by this Agreement, nor shall any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Integration. This Agreement supersedes and replaces any prior agreements, representation or understandings, whether written, oral, express or implied, between Executive and the Company and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Employment Taxes. All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

* * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

SITIME CORPORATION

By: ____________________
Name: ____________________
Title: ____________________

EXECUTIVE:

____
Signature

____
Printed Name: [name]
Title: [title]

Exhibit 10.10

MEGACHIPS CORPORATION
RESTRICTED STOCK UNIT PLAN

Effective May 13, 2016

MEGACHIPS CORPORATION
RESTRICTED STOCK UNIT PLAN

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MEGACHIPS CORPORATION
RESTRICTED STOCK UNIT PLAN

1. ESTABLISHMENT, PURPOSE AND TERM OF PLAN.

1.1. Establishment of Plan. The MegaChips Corporation Restricted Stock Unit Plan is hereby adopted by the Board effective as of May 13, 2016 (the "***Effective Date***").

1.2. Purpose. The purpose of the Plan is to attract and retain the best available personnel, to provide additional incentives to officers, directors, employees, consultants and other independent contractors of the Company and other members of the Participating Company Group and to promote the success of the Company's business. The Company intends that securities issued pursuant to the Plan be exempt from requirements of registration and qualification of such securities pursuant to the exemptions afforded by Rule 701 promulgated under the Securities Act and Section 25102(o) of the California Corporations Code or any other applicable exemptions, and the Plan shall be so construed. Further, the Company intends that Awards granted pursuant to the Plan be exempt from or comply with Section 409A of the Code (including any amendments or replacements of such section), and the Plan shall be so construed.

1.3. Term of Plan. The Plan shall continue in effect until its termination by the Board; provided, however, that all Awards shall be granted, if at all, within ten (10) years from the Effective Date.

2. DEFINITIONS AND CONSTRUCTION.

2.1. Definitions. Whenever used herein, the following terms shall have their respective meanings set forth below:

(a) "***Award***" means a Restricted Stock Unit granted under the Plan.

(b) "***Award Agreement***" means a written or electronic agreement between the Company and a Participant setting forth the terms, conditions and restrictions of the Award granted to the Participant.

(c) "***Board***" means the Board of Directors of the Company. If one or more Committees have been appointed by the Board to administer the Plan, "***Board***" also means such Committee(s).

(d) "***Cash Award***" means an Award payable in cash to the Participant.

(e) "***Change in Control***" means, unless such term or an equivalent term is otherwise defined by the applicable Award Agreement or other written agreement between the Participant and a Participating Company applicable to an Award, the occurrence of any of the following:

(i) an Ownership Change Event or a series of related Ownership Change Events (collectively, a "***Transaction***") in which the stockholders of the Company immediately before the Transaction do not retain immediately after the Transaction direct

or indirect beneficial ownership of more than fifty percent (50%) of the total combined voting power of the outstanding securities entitled to vote generally in the election of Directors or, in the case of an Ownership Change Event described in Section 2.1(q)(iii), the entity to which the assets of the Company were transferred (the "***Transferee***"), as the case may be; or

(ii) approval by the stockholders of a plan of complete liquidation or dissolution of the Company;

provided, however, that a Change in Control shall be deemed not to include a transaction described in subsections (i) of this Section 2.1(e) in which a majority of the members of the board of directors of the continuing, surviving or successor entity, or parent thereof, immediately after such transaction is comprised of Incumbent Directors.

For purposes of the preceding sentence, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company or the Transferee, as the case may be, either directly or through one or more subsidiary or other business entities. The Board shall have the right to determine whether multiple sales or exchanges of the voting securities of the Company or multiple Ownership Change Events are related, and its determination shall be final, binding and conclusive.

(f) "***Code***" means the Internal Revenue Code of 1986, as amended, and any applicable regulations and administrative guidelines promulgated thereunder.

(g) "***Committee***" means the compensation committee or other committee or subcommittee of the Board duly appointed to administer the Plan and having such powers as shall be specified by the Board. Unless the powers of the Committee have been specifically limited, the Committee shall have all of the powers of the Board granted herein, including, without limitation, the power to amend or terminate the Plan at any time, subject to the terms of the Plan and any applicable limitations imposed by law. For any period during which no such Committee is in existence, "Committee" means the Board, and all authority and responsibility assigned to the Committee under the Plan shall be exercised, if at all, by the Board.

(h) "***Company***" means MegaChips Corporation, a Japanese corporation, or any successor corporation thereto.

(i) "***Consultant***" means a person engaged to provide consulting or advisory services (other than as an Employee or a Director) to a Participating Company, provided that the identity of such person, the nature of such services or the entity to which such services are provided would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act.

(j) "***Director***" means a member of the Board.

(k) “***Employee***” means any person treated as an employee (including an Officer or a Director who is also treated as an employee) in the records of a Participating Company; provided, however, that neither service as a Director nor payment of a director’s fee shall be sufficient to constitute employment for purposes of the Plan. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual’s employment or termination of employment, as the case may be. For purposes of an individual’s rights, if any, under the terms of the Plan as of the time of the Company’s determination of whether or not the individual is an Employee, all such determinations by the Company shall be final, binding and conclusive as to such rights, if any, notwithstanding that the Company or any court of law or governmental agency subsequently makes a contrary determination as to such individual’s status as an Employee.

(l) “***Exchange Act***” means the Securities Exchange Act of 1934, as amended.

(m) ***“Fair Market Value***” means, as of any date, the value of a share of Stock or other property as determined by the Board, in its discretion, subject to the following:

(i) If, on such date, the Stock is listed or quoted on a national or regional securities exchange or quotation system, the Fair Market Value of a share of Stock shall be the closing price of a share of Stock as quoted on the national or regional securities exchange or quotation system constituting the primary market for the Stock, as reported in *The Nikkei* or such other source as the Company deems reliable. If the relevant date does not fall on a day on which the Stock has traded on such securities exchange or quotation system, the date on which the Fair Market Value shall be established shall be the last day on which the Stock was so traded or quoted prior to the relevant date, or such other appropriate day as shall be determined by the Board, in its discretion.

(ii) If, on such date, the Stock is not listed or quoted on a national or regional securities exchange or quotation system, the Fair Market Value of a share of Stock shall be as determined by the Board in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse, and in a manner consistent with the requirements of Section 409A of the Code.

(n) “***Incumbent Director***” means a director who either (i) is a member of the Board as of the Effective Date or (ii) is elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but excluding a director who was elected or nominated in connection with an actual or threatened proxy contest relating to the election of directors of the Company).

(o) “***Insider***” means an Officer, a Director or other person whose transactions in Stock are subject to Article 166 of the Financial Instruments and Exchange Act of Japan.

(p) “***Officer***” means any person designated by the Board as an officer of the Company.

(q) “***Ownership Change Event***” means the occurrence of any of the following with respect to the Company: (i) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders of the Company of securities of the Company representing

more than fifty percent (50%) of the total combined voting power of the Company's then-outstanding securities entitled to vote generally in the election of Directors; (ii) a merger or consolidation in which the Company is a party; or (iii) the sale, exchange, or transfer of all or substantially all of the assets of the Company (other than a sale, exchange or transfer to one or more subsidiaries of the Company).

(r) "***Participant***" means any eligible person who has been granted one or more Awards.

(s) "***Participating Company***" means the Company or any Subsidiary. As of the Effective Date, SiTime Corporation is a Participating Company.

(t) "***Participating Company Group***" means, at any point in time, all entities collectively which are then Participating Companies.

(u) "***Plan***" means the MegaChips Corporation Restricted Stock Unit Plan.

(v) "***Restricted Stock Unit Award***" means an Award of a Restricted Stock Unit pursuant to Section 6.

(w) "***Securities Act***" means the Securities Act of 1933, as amended.

(x) "***Service***" means a Participant's employment or service with the Participating Company Group, whether as an Employee, a Director or a Consultant. Unless otherwise provided by the Board, a Participant's Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders such Service or a change in the Participating Company for which the Participant renders such Service, provided that there is no interruption or termination of the Participant's Service. Furthermore, a Participant's Service shall not be deemed to have been interrupted or terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by the Company. However, unless otherwise provided by the Board, if any such leave taken by a Participant exceeds ninety (90) days, then on the ninety-first (91st) day following the commencement of such leave the Participant's Service shall be deemed to have terminated, unless the Participant's right to return to Service is guaranteed by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or required by law, an unpaid leave of absence shall not be treated as Service for purposes of determining vesting under the Participant's Award Agreement. A Participant's Service shall be deemed to have terminated either upon an actual termination of Service or upon the business entity for which the Participant performs Service ceasing to be a Participating Company. Subject to the foregoing, the Company, in its discretion, shall determine whether the Participant's Service has terminated and the effective date of and reason for such termination.

(y) "***Stock***" means the common stock of the Company, as adjusted from time to time in accordance with Section 4.2.

(z) "***Subsidiary***" means any present or future subsidiary of the Company, as determined by the Board from time to time.

(aa) "***Vesting Conditions***" mean those conditions established in accordance with the Plan prior to the satisfaction of which shares subject to an Award remain subject to forfeiture or a repurchase option in favor of the Company exercisable for the Participant's monetary purchase price, if any, for such shares upon the Participant's termination of Service.

2.2. Construction. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

3. ADMINISTRATION.

3.1. Administration by the Board. The Plan shall be administered by the Board. All questions of interpretation of the Plan, of any Award Agreement or of any other form of agreement or other document employed by the Company in the administration of the Plan or of any Award shall be determined by the Board, and such determinations shall be final, binding and conclusive upon all persons having an interest in the Plan or such Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Board in the exercise of its discretion pursuant to the Plan or Award Agreement or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest therein. All expenses incurred by the Company in connection with the administration of the Plan shall be paid by the Company. In addition, the Company shall pay annual fees (but not transaction fees) charged to a Participant by the Company's designated broker to maintain the Participant's brokerage account for owning and selling the Stock once issued to the Participant under the Plan.

3.2. Authority of Officers. Any Officer of the Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, determination or election which is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, determination or election.

3.3. Powers of the Board. In addition to any other powers set forth in the Plan and subject to the provisions of the Plan and applicable law, the Board shall have the full and final power and authority, in its discretion:

(a) to determine the persons to whom, and the time or times at which, Awards shall be granted and the number of shares of Stock to be subject to each Award;

(b) to determine the terms, conditions and restrictions applicable to each Award (which need not be identical) and any shares acquired pursuant thereto, including, without limitation, (i) the purchase price of shares pursuant to any Award, (ii) the method of payment for shares purchased pursuant to any Award, (iii) the method for satisfaction of any tax withholding obligation arising in connection with any Award, including by the withholding or delivery of shares of Stock, (iv) the timing, terms and conditions of the exercisability or vesting of any Award or any shares acquired pursuant thereto, (v) the time of expiration of any Award, (vi) the effect of any Participant's termination of Service on any of the foregoing, and (vii) all other terms, conditions and restrictions applicable to any Award or shares acquired pursuant thereto not inconsistent with the terms of the Plan;

(c) to approve one or more forms of Award Agreement;

(d) to amend, modify, extend, cancel or renew any Award or to waive any restrictions or conditions applicable to any Award or any shares acquired pursuant thereto;

(e) to accelerate, continue, extend or defer the vesting of any Award or any shares acquired pursuant thereto, including with respect to the period following a Participant's termination of Service;

(f) to prescribe, amend or rescind rules, guidelines and policies relating to the Plan, or to adopt sub-plans or supplements to, or alternative versions of, the Plan, including, without limitation, as the Board deems necessary or desirable to comply with the laws of, or to accommodate the tax policy, accounting principles or custom of, jurisdictions whose citizens may be granted Awards; and

(g) to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award Agreement and to make all other determinations and take such other actions with respect to the Plan or any Award as the Board may deem advisable to the extent not inconsistent with the provisions of the Plan or applicable law.

3.4. Administration with Respect to Insiders. With respect to participation by Insiders in the Plan, at any time that any class of equity security of the Company is traded on the Tokyo Stock Exchange, the Plan shall be administered in compliance with the requirements, if any, of Article 166 of the Financial Instruments Act of Japan and regulations promulgated thereunder.

3.5. Indemnification. In addition to such other rights of indemnification as they may have as members of the Board or as Officers or Employees of the Participating Company Group, members of the Board and any Officers or Employees of the Participating Company Group to whom authority to act for the Board or the Company is delegated shall be indemnified by the Company against all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any right granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct in duties; provided, however, that within sixty (60) days after the institution of such action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at its own expense to handle and defend the same.

4. SHARES SUBJECT TO PLAN.

4.1. Maximum Number of Shares Issuable. Subject to adjustment as provided in Section 4.2, the maximum aggregate number of shares of Stock that may be issued under the Plan shall be 1.4755% of the total outstanding shares of Stock as of June 23, 2016 and shall consist of authorized but unissued or reacquired shares of Stock or any combination thereof. Notwithstanding the foregoing, at any such time as the offer and sale of securities pursuant to the Plan is subject to compliance with Section 260.140.45 of Title 10 of the California Code of Regulations ("***Section 260.140.45***"), the total number of shares of Stock issuable upon the exercise of all outstanding Awards (together with options outstanding under any other stock plan of the Company) and the total number of shares provided for under any stock bonus or similar plan of the Company shall not exceed thirty percent (30%) (or such other higher percentage limitation as may be approved by the stockholders of the Company pursuant to Section 260.140.45) of the then outstanding shares of the Company as calculated in accordance with the conditions and exclusions of Section 260.140.45.

4.2. Adjustments for Changes in Capital Structure. Subject to any required action by the stockholders of the Company, the requirements of Sections 409A of the Code to the extent applicable, and any other applicable law, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (excepting regular, periodic cash dividends) that has a material effect on the fair market value of shares of Stock, appropriate and proportionate adjustments shall be made in the number and kind of shares subject to the Plan and to any outstanding Awards, in order to prevent dilution or enlargement of Participants' rights under the Plan. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." If a majority of the shares which are of the same class as the shares that are subject to outstanding Awards are exchanged for, converted into, or otherwise become shares of another corporation (the "***New Shares***"), the Board may unilaterally amend the outstanding Awards to provide that such Awards are for New Shares. In the event of any such amendment, the number of shares subject to the outstanding Awards shall be adjusted in a fair and equitable manner as determined by the Board, in its discretion. Any fractional share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Board, and its determination shall be final, binding and conclusive.

4.3. Assumption or Substitution of Awards. The Board may, without affecting the number of shares of Stock available pursuant to Section 4.1, authorize the issuance or assumption of benefits under this Plan in connection with any merger, consolidation, acquisition of property or stock, or reorganization upon such terms and conditions as it may deem appropriate, subject to compliance with Section 409A and any other applicable provisions of the Code, and any other applicable law.

4.4. Equitable Adjustment. Notwithstanding Sections 4.2 and 4.3 above, in the event that an increase in the number of shares is not permissible under applicable law, the Board may make an equitable adjustment so that the Participants shall enjoy the same economic benefit as prior to such changes in capital structure or reorganization.

5. ELIGIBILITY AND PARTICIPATION.

5.1. Persons Eligible for Awards. Awards may be granted only to Employees, Consultants and Directors.

5.2. Participation in the Plan. Awards are granted solely at the discretion of the Board. Eligible persons may be granted more than one Award. However, eligibility in accordance with this Section shall not entitle any person to be granted an Award, or, having been granted an Award, to be granted an additional Award.

6. RESTRICTED STOCK UNIT AWARDS.

6.1. Grant of Restricted Stock Units. Subject to the terms and provisions of this Plan, the Committee, at any time and from time to time, may grant Restricted Stock Units to Participants in such amounts as the Committee shall determine. Restricted Stock Units shall represent the right of a Participant to receive a share of Stock and a Cash Award at a later date upon the satisfaction of such terms and conditions as are established by the Board.

6.2. Restricted Stock Unit Agreement. Each Restricted Stock Unit grant shall be evidenced by an Award Agreement that shall specify the number of Restricted Stock Units granted, the term and nature of any restrictions and under what circumstances such restrictions shall lapse, and such other provisions as the Board shall determine.

6.3. Other Restrictions. The Board shall impose such other conditions and/or restrictions on any Restricted Stock Units granted pursuant to this Plan as it may deem advisable including, without limitation, a requirement that Participants pay a stipulated purchase price for each Restricted Stock Unit, restrictions based upon the achievement of specific performance goals, time-based restrictions on vesting following the attainment of the performance goals, time- based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such shares of Stock are listed or traded, or holding requirements or sale restrictions placed on the shares of Stock by the Company upon vesting of such Restricted Stock Units. Restricted Stock Units shall be paid in cash, Stock, or a combination of cash and Stock as the Board, in its sole discretion, shall determine.

6.4. Voting Rights; Dividends and Distributions. A Participant shall have no voting rights with respect to any Restricted Stock Units granted hereunder. Unless otherwise provided by the Board in the Award Agreement, a Participant shall not be entitled to any dividends or distributions with respect to Awards of Restricted Stock Units until such time as the Participant receives Stock in connection with such Award.

6.5. Effect of Termination of Service. Unless otherwise provided by the Board in the Award Agreement evidencing a Restricted Stock Unit Award, if a Participant’s Service terminates for any reason, whether voluntary or involuntary (including the Participant’s death or disability) prior to the satisfaction of the conditions associated with the Award, then the Participant shall forfeit the Award to the Company for no consideration as of the date of the Participant’s termination of Service.

6.6. Nontransferability of Restricted Stock Unit Awards. Rights to receive shares of Stock pursuant to a Restricted Stock Unit Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance or garnishment by creditors of the Participant or the Participant's beneficiary.

7. STANDARD FORMS OF AWARD AGREEMENTS.

7.1. Award Agreements. Each Award shall comply with and be subject to the terms and conditions set forth in the appropriate form of Award Agreement approved by the Board and as amended from time to time. No Award or purported Award shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement, which execution may be evidenced by electronic means.

7.2. Authority to Vary Terms. The Board shall have the authority from time to time to vary the terms of any standard form of Award Agreement either in connection with the grant or amendment of an individual Award or in connection with the authorization of a new standard form or forms; provided, however, that the terms and conditions of any such new, revised or amended standard form or forms of Award Agreement are not inconsistent with the terms of the Plan.

8. CHANGE IN CONTROL.

8.1. Effect of Change in Control on Awards. Subject to the requirements and limitations of Section 409A of the Code, if applicable, and subject to other applicable law, the Board may provide for any one or more of the following:

(a) ***Accelerated Vesting***. In its discretion, the Board may provide in the grant of any Award or at any other time may take such action as it deems appropriate to provide for acceleration of the exercisability and/or vesting in connection with a Change in Control of each or any outstanding Award or portion thereof and shares acquired pursuant thereto upon such conditions, including termination of the Participant's Service prior to, upon, or following such Change in Control, and to such extent as the Board shall determine.

(b) ***Assumption, Continuation or Substitution of Awards***. In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the "***Acquiror***"), may, without the consent of any Participant, assume or continue the Company's rights and obligations under each or any Award or portion thereof outstanding immediately prior to the Change in Control or substitute for each or any such outstanding Award or portion thereof a substantially equivalent award with respect to the Acquiror's stock. For purposes of this Section, if so determined by the Board, in its discretion, an Award or any portion thereof shall be deemed assumed if, following the Change in

Control, the Award confers the right to receive, subject to the terms and conditions of the Plan and the applicable Award Agreement, for each share of Stock subject to such portion of the Award immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a share of Stock on the

effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Stock); provided, however, that if such consideration is not solely common stock of the Acquiror, the Board may, with the consent of the Acquiror, provide for the consideration to be received upon the issuance of the Award for each share of Stock to consist solely of common stock of the Acquiror equal in Fair Market Value to the per share consideration received by holders of Stock pursuant to the Change in Control. If any portion of such consideration may be received by holders of Stock pursuant to the Change in Control on a contingent or delayed basis, the Board may, in its discretion, determine such Fair Market Value per share as of the time of the Change in Control on the basis of the Board's good faith estimate of the present value of the probable future payment of such consideration. Any Award or portion thereof which is assumed or continued by the Acquiror in connection with the Change in Control shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control. Notwithstanding the foregoing, any consideration received pursuant to the Change in Control with respect to such shares shall continue to be subject to all applicable provisions of the Award Agreement evidencing such Award except as otherwise provided in such Award Agreement.

8.2. Federal Excise Tax Under Section 4999 of the Code.

(a) ***Excess Parachute Payment***. If any acceleration of vesting pursuant to an Award and any other payment or benefit received or to be received by a Participant would subject the Participant to any excise tax pursuant to Section 4999 of the Code due to the characterization of such acceleration of vesting, payment or benefit as an "excess parachute payment" under Section 280G of the Code, then, provided such election would not subject the Participant to taxation under Section 409A of the Code, the Participant may elect, in his or her sole discretion, to reduce the amount of any acceleration of vesting called for under the Award in order to avoid such characterization.

(b) ***Determination by Independent Accountants***. To aid the Participant in making any election called for under Section 8.2(a), no later than the date of the occurrence of any event that might reasonably be anticipated to result in an "excess parachute payment" to the Participant as described in Section 8.2(a), the Company shall request a determination in writing by independent public accountants selected by the Company (the "***Accountants***"). As soon as practicable thereafter, the Accountants shall determine and report to the Company and the Participant the amount of such acceleration of vesting, payments and benefits which would produce the greatest after-tax benefit to the Participant. For the purposes of such determination, the Accountants may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Participant shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make their required determination. The Company shall bear all fees and expenses the Accountants charge in connection with their services contemplated by this Section.

9. TAX WITHHOLDING.

9.1. Tax Withholding in General. The Company shall have the right to deduct from any and all payments made under the Plan, or to require the Participant, through payroll withholding, cash payment or otherwise, to make adequate provision for, the federal, state, local

and foreign taxes (including any social insurance tax), if any, required by law to be withheld by the Participating Company Group with respect to an Award or the Shares or the Cash Award acquired pursuant thereto.

9.2. Tax Withholding and Cash Award. The Company shall have the right, but not the obligation, to deduct from the Cash Award issuable to a Participant upon the vesting of an Award, an amount equal to all or any part of the tax withholding obligations of the Participating Company Group. The Cash Award withheld to satisfy any such tax withholding obligations shall not exceed the amount determined by the applicable minimum statutory withholding rates. In the event that the Cash Award is not sufficient to cover the tax withholding obligations of any Participating Company, the Company may require a Participant to remit an amount equal to such tax withholding obligations to the Company in cash.

10. COMPLIANCE WITH SECURITIES LAW.

The grant of Awards and the issuance of shares of Stock pursuant to any Award shall be subject to compliance with all applicable requirements of federal, state and foreign law with respect to such securities and the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, no shares may be issued pursuant to an Award unless (a) a registration statement under the Securities Act shall at the time of such issuance be in effect with respect to the shares issuable pursuant to the Award or (b) in the opinion of legal counsel to the Company, the shares issuable pursuant to the Award may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act and the applicable state securities laws. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company’s legal counsel to be necessary to the lawful issuance and sale of any shares hereunder shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to issuance of any Stock, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

11. AMENDMENT OR TERMINATION OF PLAN.

The Board may amend, suspend or terminate the Plan at any time. However, without the approval of the Company’s stockholders, there shall be (a) no increase in the maximum aggregate number of shares of Stock that may be issued under the Plan and (b) no other amendment of the Plan that would require approval of the Company’s stockholders under any applicable law, regulation or rule, including the rules of any stock exchange or quotation system upon which the Stock may then be listed or quoted. No amendment, suspension or termination of the Plan shall affect any then outstanding Award unless expressly provided by the Board. Except as provided by the next sentence, no amendment, suspension or termination of the Plan may have a materially adverse effect on any then outstanding Award without the consent of the Participant. Notwithstanding any other provision of the Plan or any Award Agreement to the contrary, the Board may, in its sole and absolute discretion and without the consent of any Participant, amend the Plan or any Award Agreement, to take effect retroactively or otherwise, as it deems necessary or advisable for the purpose of conforming the Plan or such Award Agreement to any present or future law, regulation or rule applicable to the Plan, including, but not limited to, Section 409A of the Code.

12. MISCELLANEOUS PROVISIONS.

12.1. Forfeiture Events. The Board may specify in an Award Agreement that the Participant's rights, payments, and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of specified events, in addition to any otherwise applicable vesting or performance conditions of an Award.

12.2. Provision of Information. At least annually, copies of the Company's balance sheet and income statement for the just completed fiscal year shall be made available to each Participant and purchaser of shares of Stock upon the issuance of an Award; provided, however, that this requirement shall not apply if all offers and sales of securities pursuant to the Plan comply with all applicable conditions of Rule 701 under the Securities Act. The Company shall not be required to provide such information to key persons whose duties in connection with the Company assure them access to equivalent information. The Company shall deliver to each Participant such disclosures as are required in accordance with Rule 701 under the Securities Act.

12.3. Rights as Employee, Consultant or Director. No person, even though eligible pursuant to Section 5, shall have a right to be selected as a Participant, or, having been so selected, to be selected again as a Participant. Nothing in the Plan or any Award granted under the Plan shall confer on any Participant a right to remain an Employee, Consultant or Director or interfere with or limit in any way any right of a Participating Company to terminate the Participant's Service at any time. To the extent that an Employee of a Participating Company other than the Company receives an Award under the Plan, that Award shall in no event be understood or interpreted to mean that the Company is the Employee's employer or that the Employee has an employment relationship with the Company.

12.4. Rights as a Stockholder. A Participant shall have no rights as a stockholder with respect to any shares covered by an Award until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 4.2 or another provision of the Plan.

12.5. Delivery of Title to Shares. Subject to any governing rules or regulations, the Company shall issue or cause to be issued the shares of Stock acquired pursuant to an Award and shall deliver such shares to or for the benefit of the Participant by means of one or more of the following: (a) by delivering to the Participant evidence of book entry shares of Stock credited to the account of the Participant or (b) by depositing such shares of Stock for the benefit of the Participant with any broker with which the Participant has an account relationship.

12.6. Fractional Shares. The Company shall not be required to issue fractional shares upon the settlement of any Award.

12.7. Retirement and Welfare Plans. Neither Awards made under this Plan nor shares of Stock or Cash Award may be included as "compensation" for purposes of computing the

benefits payable to any Participant under any Participating Company's retirement plans (both qualified and non-qualified) or welfare benefit plans unless such other plan expressly provides that such compensation shall be taken into account in computing a Participant's benefits.

12.8. Severability. If any one or more of the provisions (or any part thereof) of this Plan shall be held invalid, illegal or unenforceable in any respect, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions (or any part thereof) of the Plan shall not in any way be affected or impaired thereby.

12.9. No Constraint on Corporate Action. Nothing in this Plan shall be construed to: (a) limit, impair, or otherwise affect the Company's or another Participating Company's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets; or (b) limit the right or power of the Company or another Participating Company to take any action which such entity deems to be necessary or appropriate.

12.10. Choice of Law and Forum Selection. Except to the extent governed by applicable federal law, the validity, interpretation, construction and performance of the Plan and each Award Agreement shall be governed by the laws of the State of California, without regard to its conflict of law rules. Any action brought to enforce any claim to obtain any benefit under the Plan will be litigated in Santa Clara County state court in California or the United States District Court for the Northern District of California and no other.

12.11. Stockholder Approval. The Plan or any increase in the maximum aggregate number of shares of Stock issuable thereunder as provided in Section 4.1 (the "***Authorized Shares***") shall be approved by two-thirds of the outstanding securities of the Company entitled to vote prior to the first issuance of any security hereunder.

12.12. Employees Based Outside of the United States. Notwithstanding any provision of this Plan to the contrary, in order to comply with the laws in other countries in which the Company or other members of the Participating Company Group operate or have Employees, Directors and/or Consultants, the Board, in its sole discretion, shall have the power and authority to:

(a) Determine which members of the Participating Company Group shall be covered by this Plan;

(b) Determine which Employees, Directors and Consultants outside the United States are eligible to participate in this Plan;

(c) Modify the terms and conditions of any Award granted to Employees, Directors and Consultants outside the United States to comply with applicable foreign laws;

(d) Establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 12.12 by the Board shall be attached to this Plan document as appendices; and

(e) Take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals.

Notwithstanding the above, the Board may not take any actions hereunder, and no Awards shall be granted, that would violate applicable law.

IN WITNESS WHEREOF, the undersigned Secretary of the Company certifies that the foregoing sets forth the MegaChips Corporation Restricted Stock Unit Plan as duly adopted by the Board on May 13, 2016.

/s/ Fujii Masayuki
Corporate Secretary

Exhibit 10.11

MEGACHIPS CORPORATION

SITIME CORPORATION

RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (hereinafter, this "***Agreement***") made as of the day of , 20 (the "***Agreement Date***"), between MegaChips Corporation, a Japanese corporation ("***MCC***"), and SiTime Corporation, a Delaware corporation ("***SiTime***", together with MCC, the "***Company***") on one hand, and (the "***Participant***") on other hand.

WHEREAS, the Participant is employed by, or otherwise renders services to, a Participating Company; and

WHEREAS, the Company wishes to grant to the Participant an award of restricted stock units under the MegaChips Corporation Restricted Stock Unit Plan (the "***Plan***"), and subject to the conditions and restrictions set forth in the Plan and this Agreement. Any capitalized terms used in this Agreement that are not otherwise defined herein shall have the respective definitions set forth in the Plan.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Company and the Participant agree as follows:

1. Grant of Units. The Company agrees to grant to the Participant restricted stock units (collectively, the "***Units***"), effective as of , 20 , Japan Standard Time. Each Unit represents a right to receive one share of common stock of MCC ("***Common Stock***") or its equivalent in cash, as set forth herein. Upon the Participant's payment of One Cent per Unit (the "***Consideration***") to the Company on each payment date set forth in Schedule 1 attached hereto, the number of share(s) of Common Stock which is equal to **%** of the Units that vest on the applicable payment date corresponding to the associated Notice Date (as defined below) shall be issued to the Participant (shares issued in each such instance, collectively, the "***Shares***") and the remaining **%** of such vested Units shall be paid to the Participant in cash (in the manner as provided in Section 3) (the "***Cash Award***"), as calculated based on the closing price of Common Stock as of such payment date. Prior to the issuance date of the Shares represented by a Unit, the Participant shall have no ownership interest in the Common Stock represented by such Unit and the Participant shall have no right to vote, exercise proxies, or receive dividends or other distributions with respect to the Common Stock represented by such Unit. No stock certificates will be issued, and no book entry will be made evidencing the Participant's ownership of the Shares unless and until the Participant pays the Consideration in accordance with Section 2 below. The Units shall be subject to forfeiture and other restrictions as set forth below.

2. Vesting of Units. The Units will vest according to the schedule attached hereto as Schedule 1, provided that the Participant has continuously provided Service (as defined in the Plan) for the Participating Company through the applicable payment date corresponding to such Notice Date and that the Consideration has been paid on or before such payment date. If the Participant's Service terminates for any reason, whether voluntarily or involuntarily (including as a result of the Participant's death or disability), prior to the payment date associated with the

number of Units as set forth in the corresponding Application Notice (as defined below), then the Participant shall forfeit the Units as specified in such Application Notice. The Participant shall also forfeit the Units if the Participant does not pay the Consideration on or before the applicable payment date as set faith in such Application Notice corresponding to such Notice Date.

3. Procedures for Issuance of Shares and Payment of Cash Award. On each notice date set forth in Schedule 1 (the "***Notice Date***"), MCC shall provide the Participant with a Notice on Application for Subscription for Shares in substantially the form attached hereto as Annex A-1 (Japanese original) (the "***Application Notice***" and its English translation is attached hereto as Annex A-2); provided that if a Notice Date falls on a Saturday, Sunday or MCC's holiday, MCC shall provide the Participant with the Application Notice on the immediately preceding business day. Upon receipt of the Application Notice, the Participant shall submit to MCC a duly signed Application for Subscription for Shares in substantially the form attached hereto as Annex B-1 (Japanese original) (the "***Subscription Notice***" and its English translation is attached hereto as Annex B-2). Upon receipt of the duly signed Subscription Notice and the Consideration, MCC shall provide the Participant with a share allotment notice in substantially the form attached hereto as Annex C-1 (Japanese original) (the "***Allotment Notice***" and its English translation is attached hereto as Annex C-2), provide for book entry transfer of Shares to the Participant, and pay the applicable Cash Award to the Participant. For purposes of the foregoing, (a) the Consideration shall be deemed to have been paid by the Participant to MCC when SiTime has made such payment to MCC on behalf of the Participant; (b) SiTime will collect the funds for the Consideration from the Participant in the payment period immediately following the Notice Date and will pay such Consideration to MCC; and (c) the applicable Cash Award shall be deemed to be paid to the Participant upon MCC's payment of such Cash Award to SiTime, which SiTime shall pay over to the Participant, less any legally required withholdings, on the next regularly scheduled payday for the Participant.

4. Status of Shares. Upon issuance of the Shares, they will:

(i) be credited as fully paid for;

(ii) rank equally with the other existing issued shares of Common Stock for dividends having a record date on or after the date of issuance; and

(iii) otherwise rank equally with the other existing issued shares of Common Stock at the time of the issuance.

5. Forfeiture. If the Participant's Service is terminated prior to the applicable payment date corresponding to such a Notice Date for any reason or if the Participant does not pay the Consideration on or before the applicable payment date corresponding to such Notice Date, all of the unvested Units will be immediately forfeited. In the event of such forfeiture, all rights to receive the Shares and the Cash Award with respect to such forfeited Units shall cease and terminate immediately.

6. Assignability/Beneficiary. The rights of the Participant with respect to the Units cannot and shall not be sold, assigned, pledged or otherwise transferred or encumbered.

7. **Tax Reporting and Withholding**. At the time the Shares are to be issued and the Cash Payment is to be paid to the Participant, the Participant must make such arrangements satisfactory to the Company that are sufficient to satisfy any federal, state, local and foreign tax withholding requirements with which the Participating Company must comply. The Company reserves the right to report such income in connection with the vesting of Units, the issuance of Shares, and the payment of Cash Awards, as determined in the Company's sole discretion to be appropriate under applicable laws. The Participant acknowledges and agrees that in the event that a Cash Award is not sufficient to cover the Participating Company's tax withholding obligation, the Participant shall promptly pay the amount of the shortfall to the Participating Company in immediately available funds.

8. **Rights as a Shareholder**. The Participant shall not be, nor have any rights of, a shareholder of the Company or have any right to notice of meetings of shareholders or of any other proceedings of the Company prior to the issuance of Shares to the Participant.

9. **Changes in Capital Structure**. Subject to applicable law, the number of Shares to be issued to the Participant upon the vesting of any Units will be adjusted appropriately in the event of any stock split, stock dividend, combination of shares, merger, consolidation, reorganization, or other change in the nature of the shares of Common Stock in the same manner in which other outstanding shares of Common Stock not subject to this Agreement are adjusted; provided, however, that the number of shares subject to this Agreement shall always be a whole number. Notwithstanding the foregoing, in the event that an increase in the number of the Shares is not permissible under applicable law, an equitable adjustment shall be made so that the Participant shall enjoy the same economic benefits as prior to such changes in capital structure.

10. **Certain Representations and Warranties**. The Participant hereby represents, warrants and agrees with the Company as follows:

(i) *Restricted Securities*. The Participant understands that the Units are "restricted securities" under applicable U.S. federal and state securities laws and that, under Section 6 above, the Participant cannot and shall not sell, assign, pledge or otherwise transfer or encumber the Units. The Participant further understands that the Shares, once issued, are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to such laws, the Participant must hold the Shares indefinitely unless the Shares are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Participant acknowledges that the Company has no obligation to register or qualify the Shares. The Participant further acknowledges that if an exemption from registration or qualification requirements is available, such exemption may be conditioned on various requirements, including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Participant's control and which the Company is under no obligation to, and may not be able to, satisfy. The Participant understands that the Participant may not sell Shares pursuant to a safe harbor under Rule 144 of the Securities Act until one year has elapsed since the issuance of such Shares to the Participant.

(ii) *Investment Risk*. The Participant acknowledges that the Units and the Shares are speculative investments that involve a substantial degree of risk of loss of the Participant's entire investment in the Units and/or Shares, that the Participant understands the risks related to any grant of the Units and any purchase of the Shares, and that any projections for the Company or any of its affiliates involve numerous assumptions, are inherently uncertain, and should not be used as a substantial basis for determining whether to acquire the Units or the Shares.

(iii) *No Representations By the Company*. Neither the Company, its affiliates nor any of their respective officers, agents or employees, nor any other person has at any time expressly or implicitly represented, guaranteed or warranted to the Participant that (i) a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Shares, (ii) past performance or experience, on the part of any person indicates the predictable results of the ownership of the Units or the Shares or of the overall Company business, or (iii) any specific tax benefits will accrue as a result of an investment in the Units or the Shares.

(iv) *Consultation with Attorney*. The Participant understands that he or she has not been represented in this transaction by Squire Patton Boggs (US) LLP, which is counsel to the Company and its affiliates with respect to the subject matter hereof. The Participant has been advised to consult with the Participant's own attorney and other professional advisors regarding all legal and other matters concerning the Units or the Shares, including financial and tax consequences, and has done so, to the extent the Participant considers necessary. The Participant acknowledges that the tax consequences to the Participant of the Units or the Shares will depend on the Participant's particular circumstances, and neither the Company, its affiliates, nor any other person will be responsible or liable for the tax consequences to the Participant of the Units or the Shares. The Participant will look solely to, and rely upon, the Participant's own professional advisors with respect to the legal, financial and tax consequences of the Units and the Shares.

(v) *Brokerage Account*. The Participant understands that the Participant must open and maintain a brokerage account with Daiwa Securities Co., Ltd., MCC's designated broker (the "***Broker***"), to own or sell the Shares. Upon request, the Participant will promptly provide to the Broker information necessary for the Broker to open and maintain the brokerage account for the Participant. The Participant acknowledges that the Participant's brokerage account, once opened, is maintained by the Broker for the sole and exclusive benefit of the Participant as an individual to own and sell the Shares, and that the Broker has no obligation to honor a request by the Participant to

transfer beneficial ownership of any or all of the Shares to any family member (as defined in Rule 701 of the Securities Act, which includes a trust in which the Participant or the Participant's family members have more than 50% of the beneficial interests or any other entity in which the Participant or the Participant's family members own more than 50% of the voting interests) of the Participant. The Participant further understands that being an employee of the Participating Company is a precondition for the Participant to maintain the brokerage account with the Broker and that the Broker shall have no obligation to maintain such account after a thirty (30) -day grace period from the one (1) -year anniversary of the termination of the Participant's Services with the Participating Company for any reason.

(vi) *Insider Trading Policy*. The Participant acknowledges that MCC has adopted an Insider Trading Policy that restricts the times and circumstances under which Insiders (as defined in the Insider Trading Policy) may trade in Common Stock and that the Insider Trading Policy requires Insiders to preclear any purchase or sale of Common Stock with the applicable officer of MCC. The Participant has carefully reviewed and understands the Insider Trading Policy. The Participant will comply with the Insider Trading Policy in connection with any sale of the Shares.

(vii) *Confirmation Agreement and Notice to the Tokyo Stock Exchange*. The Participant understands that the Enforcement Rules for Securities Listing Regulations adopted by the Tokyo Stock Exchange (the "***TSE***"), the stock exchange on which MCC's shares are traded, requires the Participant, upon the issuance of the Shares, to enter into a Confirmation Agreement with MCC in the form prescribed by the TSE. The Participant hereby agrees to promptly execute the Confirmation Agreement in such form as prescribed by the TSE (the "***Confirmation Agreement***") upon each issuance of the Shares. The Participant also understands that by signing the Confirmation Agreement, the Participant will agree that (a) MCC will promptly submit a copy of the Confirmation Agreement to the TSE, provided that the Participant's address will be blacked out in the submission copy to the TSE, (b) in connection with any sale of the Shares, the Participant will notify MCC in the prescribed form of certain information about such sale, including the name and address of the transferee (if known), the number of shares sold, the selling price, the date and manner of the sale and the reason for the sale, and MCC in turn will submit the same information to the TSE in the prescribed form, and (c) a copy of the Participant's Confirmation Agreement (subject to the proviso of item (a) above) and the information, as submitted by MCC to the TSE pursuant to items (a) and (b) above, will become publicly available through the TSE's public disclosure system.

11. Continued Employment. If the Participant is an Employee, nothing contained herein shall be construed as conferring upon the Participant the right to continue in the employ of the Company or as changing the at-will relationship between the Participant and the Participating Company.

12. **Parties to Agreement**. All decisions or interpretations of the Board and of the Committee with respect to this Agreement, the Units and the Shares shall be binding and conclusive upon the Participant and upon the Participant's executors, administrators, beneficiaries, successors and assigns. This Agreement will constitute an agreement between the Company and the Participant as of the date first above written, which shall bind and inure to the benefit of their respective executors, administrators, beneficiaries, successors and assigns.

13. **Modification**. No change, termination, waiver or modification of this Agreement will be valid unless in writing and signed by all of the parties to this Agreement.

14. **Consent to Jurisdiction and Venue**. The Participant and the Company hereby consent irrevocably and unconditionally to the exclusive jurisdiction of the courts of the state of California for purposes of the enforcement of this Agreement. Any action brought to enforce any claim to obtain any benefit under the Plan will be litigated in Santa Clara County state court in California or the United States District Court for the Northern District of California and no other. The Participant waives any objection to venue of any action instituted under this Agreement.

15. **Notices**. Any document relating to participation in the Plan, or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or, upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with an internationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address designated in writing from time to time to the other party.

16. **Further Assurances**. At any time, and from time to time after executing this Agreement, the Participant will execute such additional instruments and take such actions as may be reasonably requested by the Company to confirm or perfect or otherwise to carry out the intent and purpose of this Agreement.

17. **Provisions Severable**. If any provision of this Agreement is invalid or unenforceable, it shall not affect the other provisions, and this Agreement shall remain in effect as though the invalid or unenforceable provisions were omitted. Upon a determination that any term or other provision is invalid or unenforceable, the Company shall in good faith modify this Agreement so as to effect the original intent of the parties as closely as possible.

18. **Captions**. Captions herein are for convenience of reference only and shall not be considered in construing this Agreement.

19. **Entire Agreement; Effect of Plan**. This Agreement represents the parties' entire understanding and agreement with respect to the grant of the Units and the issuance of the Shares, and each of the parties acknowledges that it has not made any, and makes no, promises, representations or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party, with respect to the subject matter hereof; provided, however, that this Agreement is subject to the terms and conditions set forth in the Plan.

20. **Governing Law**. This Agreement is subject to the condition that all Awards that are the subject of this Agreement will conform with any applicable provisions of any state or federal law or regulation (including any stock exchange regulation) in force either at the time of grant or issuance of the Units and the Shares, as applicable. The Company reserves the right pursuant to the condition mentioned in this section to terminate all or a portion of this Agreement if, in the reasonable opinion of the Company, this Agreement does not conform with any such applicable state, federal or foreign law or regulation and such nonconformance shall cause material harm to the Company. This Agreement shall be construed in accordance with and governed by the laws of the state of California, without regard to conflicts of laws principles thereof.

21. **409A Compliance**. Notwithstanding any other provisions of the Agreement herein to the contrary and, to the extent applicable, this Agreement shall be interpreted, construed and administered in such manner so as to comply with the provisions of Section 409A of the Code and any related Internal Revenue Service guidance promulgated thereunder.

22. **Waiver**. The failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

23. **Confidentiality**. The terms of this Agreement and any subsequent amendments are confidential and may not be disclosed by either party to any other person, other than:

(i) by a party to its professional advisers, attorneys, bankers, financial advisers and financiers if those persons undertake to keep this deed confidential; or

(ii) to the extent required by law or by a court, regulatory body or under the rules of any stock exchange on which the Common Stock of the Company is then traded.

24. **Headings**. Headings are for ease of reference only and do not affect the meaning of this Agreement.

25. **Taxes**. Other than as may be provided in Section 7 above, the Company is not responsible for any taxes arising from the grant of Units, the issuance of Shares, the payment of Cash Awards, or any sale of the Shares.

26. **Counterparts**. This Agreement may be signed in counterparts and all counterparts taken together shall constitute one document.

27. **Language**. If this Agreement is translated in any language, the English version shall be controlling in all respects; provided, however, if there is any discrepancy between the Japanese version of the Application Notice, the Subscription Notice and the Allotment Notice and the English version of these notices, the Japanese version shall be controlling.

(*The balance of this page was intentionally left blank*)

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Unit Agreement as of the Agreement Date.

MEGACHIPS CORPORATION

By: ______________________________
Akira Takata
President and CEO

SITIME CORPORATION

By: ______________________________
Rajesh Vashist
President and CEO

PARTICIPANT

By: ______________________________

Exhibit 10.12

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

LOS ANGELES BRANCH

CALIFORNIA

BANK TRANSACTION AGREEMENT

OF

SiTime Corporation

BANK TRANSACTION AGREEMENT

This BANK TRANSACTION AGREEMENT ("**Agreement**") is made and dated as of August 31st, 2015, by and between Si Time Corporation ("**Borrower**"), and THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. ("**Bank**").

RECITALS

A. Borrower has entered into and/or desires to enter into various bank transactions with Bank including without limitation the borrowing of funds (each a "**Loan**" and, collectively, the "**Loans**").

B. Bank is willing to transact business with Borrower provided that Borrower agrees to the terms and conditions contained herein with respect to all transactions it enters with Bank.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS. The following terms used in this Agreement shall have the following meanings unless the context otherwise requires.

"**Anti-Corruption Laws**" mean all laws, rules and regulations of any jurisdiction concerning or relating to bribery or corruption, including, but not limited to, the Foreign Corrupt Practice Act of 1977 (15 U.S.C. § 78dd-1, et seq.).

"**Anti-Terrorism Laws**" mean any United States or other laws relating to economic or trade sanctions, terrorism or money laundering, including the U.S. Executive Order no. 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Person Who Commit, Threaten to Commit, or Support Terrorism, the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) and the applicable laws administered by Office of Foreign Assets Control of the United States Department of the Treasury, the Trading with the Enemy Act (12 U.S.C. §95), and the International Emergency Economic Powers Act (50 U.S.C. §1701-1707), and including laws, regulations, executive orders or sanctions relating to restrictive measures against the Republic of Iran.

"**Environmental Laws**" mean any and all laws, rules, rules of common law, judgments, orders, regulations, directives, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to or imposing liability of standards of conduct concerning protection of human health or safety or the environment now or in the future in effect.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**Event of Default**" has the meaning provided for in Paragraph 6.1.

"**Governmental Body**" means any court, department, commission, board, bureau, agency, public authority or instrumentality of the United States or any country, any state or any political subdivision thereof.

"**Parent**" means any Person or entity that (a) owns, directly or indirectly, 50% or more of Borrower's capital stock or other equity interest or ownership and/or (b) has provided to Bank any guaranty, letter of undertaking, letter of awareness, comfort letter, support letter, letter of intent to guaranty or comparable document (each a "**Credit Instrument**").

"**Person**" means an individual, a partnership, a limited liability company, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture or any other entity of any type whatsoever, or any Governmental Body.

"**Property**" means all types of real or personal property, including without limitation, tangible, intangible or mixed property.

2. THE APPLICABLE TRANSACTIONS.

2.1. Terms of Transactions. This Agreement shall be applicable to all transactions between Bank and Borrower and to all conduct of or incident between Bank and Borrower relating to any such transactions unless otherwise specifically stated or superseded. Subject to the terms and conditions hereof, the Bank may, in its sole discretion, enter into transactions with Borrower upon mutually agreeable terms and conditions as more particularly described in agreements, instruments and/or other documents to be executed by Borrower (singularly and collectively, "**Document**")

2.2. Security Interest.

(a) Upon the determination by Bank in its prior consultation with Borrower that collateral, additional collateral, guarantee or additional guarantee is necessary to preserve Bank's rights as against the Loans, Borrower shall furnish to Bank such collateral or additional collateral or such guarantee or additional guarantees as may be required by Bank. Borrower agrees to promptly execute and deliver to Bank, if so requested by Bank in its prior consultation with Borrower, any and all additional instruments, including but not limited to the Security Agreement and Deposit Control Agreement, to perfect Bank's security interest in Borrower's demand, time, savings, passbook, money market, certificate of deposit or any other similar account or any securities account ("Account") established at MUFG Union Bank, N.A. (formerly known as Union Bank, N.A.) a subsidiary of Bank ("UB"), or any other financial institution.

(b) Any collateral (excepting any California real property) which has been or shall be furnished to Bank by Borrower as collateral for any of the Loans shall constitute collateral that covers and secures not only such Loan, but also any and all other Loans which Borrower owes, or in the future may owe, Bank.

2.3. Indemnification. Borrower hereby agrees to indemnify and hold Bank free and harmless from all losses, costs and expenses which Bank may incur, including those associated with or arising under or caused by terminating any interest rate, credit and/or currency swaps or hedging agreement or similar arrangements, including those between one branch or office of Bank and another such branch or office, to the extent not mitigated by the redeployment of deposits or other funds, as a result of (a) a default by Borrower in payment when due of the principal of or interest on any Loan, (b) Borrower's failure (other than due solely to a failure attributable to a default by Bank) to make a borrowing or continuation with respect to any Loan after making a request therefor, (c) a prepayment (whether mandatory or otherwise), of any Loan before a scheduled payment date for interest or principal, and (d) any default by Borrower under this Agreement or any demand for payment of any Loan by Bank permitted hereunder or under any Document.

2.4. Charges; Legal Restrictions. If any present or future applicable law, rule or regulation or any change therein or in the interpretation or administration thereof by any Governmental Body, central bank or comparable agency charged with the interpretation or administration thereof or compliance by Bank with any request or directive of any such authority, central bank or comparable agency, whether or not having the force of law, results in an increase of the cost to Bank of making, renewing or maintaining any Loan, or reduce the amount of any sum receivable by Bank under any Loan, in the reasonable judgment of Bank, then upon demand by Bank, Borrower agrees to pay to Bank such additional amount or amounts as would compensate Bank for such increased cost or reduction. Bank's computation of such amount or amounts shall be binding on Borrower absent manifest error.

2.5. Capital Adequacy. In the event that compliance by Bank with any present or future applicable law or governmental rule, requirement, regulation, guideline or order (whether or not having the force of law) regarding capital adequacy has the effect of reducing the rate of return on Bank's capital as a consequence of its commitment to make, or the making or maintaining of, any Loan hereunder to a level below that which Bank would have achieved but for such compliance (taking into consideration Bank's policies with respect to capital adequacy), then, from time to time, Borrower shall pay to Bank such additional amount or amounts as will compensate Bank for such reduction. Bank's computation of such amount of amounts shall be binding on Borrower absent manifest error.

2.6. Debit Authorization. Borrower authorizes Bank, if and to the extent any payment due to Bank hereunder is not otherwise made when due, to debit Borrower's demand deposit or savings account with Bank or Bank's affiliates (as if Bank and its affiliates were one and the same entity) for the amount of any payment required to be made by Borrower to Bank pursuant to this Agreement or any Document (including, without limitation, obligations to pay principal, interest, penalties, fees, costs and expenses under and in connection with any Loan); provided, that Borrower shall remain liable in accordance with the terms of this Agreement or any Document, as applicable, if the balance in such account is not sufficient to pay the full amount of any payment on the due date thereof.

3. REPRESENTATIONS AND WARRANTIES OF BORROWER. Borrower hereby represents and warrants to Bank as follows at each time it enters into a transaction with Bank:

3.1. Due Incorporation; Good Standing. Borrower is a partnership, corporation or limited liability company, as the case may be, duly organized and validly existing under the laws of the state of its incorporation or organization, and is properly licensed and in good standing in, and where necessary to maintain Borrower's rights and privileges has complied with the fictitious name statute of, every jurisdiction in which Borrower is doing business.

3.2. Corporate Power; Authorization. The execution, delivery and performance of this Agreement and any Document are within Borrower's powers, have been duly authorized, and are not in conflict with the terms of any charter, bylaw or other organization documents of Borrower or any agreement, instrument or document to which Borrower is a party or by which Borrower or any of its Property is bound or affected.

3.3. Government Action. No approval, consent, exemption or other action by, or notice to or filing with, any Governmental Body is necessary in connection with the execution, delivery, performance or enforcement of this Agreement or any Document, except as may have been obtained and certified copies of which have been delivered to Bank.

3.4. No Legal Bar. There is no law, rule or regulation, nor is there any judgment, decree or order of any court or governmental authority binding on Borrower which would be contravened by the execution, delivery, performance or enforcement of this Agreement or any Document.

3.5. Enforceable Obligation. This Agreement is a legal, valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms, and any Document, when executed and delivered, will be similarly legal, valid, binding and enforceable.

3.6. Litigation. There are no suits, proceedings, claims or disputes pending or, to the knowledge of Borrower, threatened against or affecting Borrower, or its respective Properties, the adverse determination of which could affect Borrower's financial condition or operations or could impair Borrower's ability to perform its obligations hereunder or under any Document.

3.7. No Default. No event has occurred and is continuing or would result from the incurring of obligations by Borrower under this Agreement or any Document which is a default under any agreement or document to which Borrower is a party, or is, or with the passing of time or giving of notice or both would become, a default under such document.

3.8. No Conflicting Agreements. Borrower is not in default under any agreement to which it is a party or by which it or any of its Property is bound the effect of which could have a material adverse effect on the business or operations of Borrower, or could impair Borrower's ability to perform its obligations hereunder or under any Document, except as disclosed in writing to Bank.

3.9. Taxes. Borrower has filed or caused to be filed all tax returns required to be filed, and has paid, or has made adequate provision for the payment of, all taxes shown to be due and payable on said returns or in any assessments made against it, and no tax liens have been filed and no claims are being asserted with respect to such taxes which are required to be reflected in the financial statements of Borrower and are not so reflected therein.

3.10. Compliance with Applicable Laws. Borrower is not in violation with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Body which violation could have a material adverse effect on the financial condition, operations or Property of Borrower, or could impair Borrower's ability to perform its obligations hereunder or under any Document, except as disclosed in writing to Bank. Borrower is complying in all material respects with all applicable statutes and regulations, including applicable occupational, safety and health and other labor laws and applicable environmental laws (including, without limitation, Anti-Terrorism Laws, Anti-Corruption Laws, ERISA and Environmental Laws), of all Governmental Bodies, a violation of which could have a material adverse effect on the financial condition, operations or Property of Borrower, or could impair Borrower's ability to perform its obligations hereunder or under any Document except as otherwise disclosed in writing to Bank. Borrower is not an "investment company" within the meaning of, or is exempt from the provision of, the U.S. Investment Company Act of 1940, as amended. Borrower, its subsidiaries, any Credit Party, and to the knowledge of Borrower, any of their respective directors or employees, or agents are in compliance with Anti-Corruption Laws and Anti-Terrorism Laws.

3.11. No Misrepresentation. No representation or warranty contained herein or in any Document and no certificate, report or document furnished to date or to be furnished by Borrower in connection with the transactions contemplated hereby, contains or will contain a misstatement of material fact, or omits or will omit to state a material fact required to be stated in order to make the statements herein or therein contained (taken as a whole) not misleading in the light of the circumstances under which made.

4. AFFIRMATIVE COVENANTS OF BORROWER. Borrower covenants and agrees to, so long as any obligation or indebtedness to Bank remains outstanding unless Bank waives compliance in writing:

4.1. Financial and Other Information.

(a) Deliver to Bank as soon as available but no later than 140 days after the end of each fiscal year, a complete copy of financial statements (which shall be prepared in accordance with generally accepted accounting principles, and if required by Bank, shall be audited or reviewed by certified public accountants acceptable to Bank) of Borrower which shall include at least the balance sheet of Borrower as of the close of such year, and the statement of income and retained earnings and of changes in cash flows of Borrower for such year fairly presenting Borrower's financial position and results of operations.

(b) Deliver to Bank as soon as available but no later than 125 days after the end of each quarter of each fiscal year, a copy of financial statements (which shall be prepared in accordance with generally accepted accounting principles) of Borrower which shall include at least the balance sheet of Borrower as of the close of such quarter, and the statement of income and retained earnings of Borrower for such quarterly period fairly presenting Borrower's financial position and results of operations.

4.2. Prompt Notice. Immediately give written notice to Bank of:

(a) all litigation affecting Borrower or any Parent as a defendant and where the amount claimed in a single litigation action is in excess of $1,000,000 or when the aggregate amount claimed in all litigation actions is in excess of $5,000,000;

(b) any substantial dispute which may exist between Borrower or any Parent and any Governmental Body;

(c) any default which, with the passing of time, giving of notice, or both would become an Event of Default or any Event of Default; and

(d) any other matter which has resulted or might result in a material adverse change in Borrower's or any Parent's financial condition or operations or impairment of Borrower's or any Parent's ability to perform its obligations hereunder or under any Document.

4.3. Maintain Existence. Maintain and preserve, its existence and all rights, privileges and franchises now enjoyed, and keep all its Properties in good working order and condition.

4.4. Payment of Obligations. Pay all obligations, including taxes, when due, except such as may be contested in good faith by appropriate proceedings and for which Borrower has established reserves on its books which are reasonable and adequate.

4.5. Compliance With Legal Requirements. At all times comply with all laws, rules, regulations, orders and directions (including, without limitation, Anti-Terrorism Laws, Anti-Corruption Laws, ERISA and Environmental Laws) of any Governmental Body having jurisdiction over it or its business. Borrower will not use the proceeds of any advance to purchase or carry margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System and all such proceeds will be used for lawful and proper business purposes consistent with any us of proceeds stated to Bank. Borrower will not, and will not permit any of its subsidiaries to, directly or indirectly, use the proceeds of any advance or otherwise make available such proceeds to any person or any entity, (i) for the purpose of financing the activities of, transactions with or acquiring an interest in any person or any entity that is the target of any Anti-Terrorism laws or in any country that is the subject of any Anti-Terrorism Laws; or (ii) in furtherance of an offer, payment or giving of money or anything else of value to any person or any entity in violation of Anti-Corruption laws.

4.6. Insurance. To the extent there exists any real property security interest, maintain and keep in force, on all of its Property such insurance as is normal for the industry in which Borrower conducts its business and is satisfactory to Bank as to amount, nature and carrier, covering fire damage (including use and occupancy), public liability, product liability, property damage and workers' compensation, and deliver to Bank upon request a schedule certified to be correct by a responsible officer of Borrower setting forth all insurance in force as of the date of such schedule.

4.7. Books and Records. Maintain adequate books, accounts and records, and permit employees or agents of Bank at any reasonable time and as often as may reasonably be desired to inspect its properties, and to examine or audit its books, accounts and records and make copies thereof and to discuss the business, operations, properties and financial and other conditions of Borrower with officers of Borrower.

4.8. Maintenance of Property. Maintain and preserve all of its Properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

4.9. Further Assurances. From time to time perform any and all acts and execute any and all additional document as may be reasonably requested by Bank to give effect to the purposes of this Agreement and any Document.

5. NEGATIVE COVENANTS OF BORROWER

Borrower covenants and agrees that, until full and final payment of all indebtedness hereunder and/or under any Document, without the prior written consent of Bank, it will not:

5.1. Limitations on Fundamental Changes. Consummate any transaction of merger or consolidation, reorganize, spin-off, liquidate, dissolve or wind up (or suffer any reorganization, liquidation, dissolution or winding up) or convey, sell, lease, license or otherwise dispose of, in one or a series of related transactions, all or substantially all of the Property, assets or business of Borrower.

6. EVENTS OF DEFAULT

6.1. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement and any Document:

(a) Borrower shall fail to pay any principal when due under this Agreement or any Document, whether at maturity, on demand, upon acceleration or otherwise; or

(b) Borrower shall fail to pay, when due, any amount of interest, fees, expenses, indemnity payments or any other amount payable by Borrower under this Agreement or any Document within ten (10) days of the date when such amounts are due, whether at maturity, on a specified date, on demand, upon acceleration or otherwise; or

(c) Any representation or warranty hereunder or in any Document, Credit Instrument or in any financial statement furnished to Bank shall prove to have been false or misleading in any material respect when made or when deemed to have been made; or

(d) Borrower or any Parent shall fail to pay its debts generally as they come due, or shall file any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or

(e) An involuntary petition shall be filed under any bankruptcy statute against Borrower, its Parent or any guarantor or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) shall be appointed to take possession, custody or control of any Property of Borrower or any Parent, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within 30 days from the date of said filing or appointment; or

(f) All, or such as in the opinion of Bank constitutes substantially all, of the Properties of Borrower or any Parent shall be condemned, seized or appropriated; or

(g) Borrower shall materially breach, or default under, any other term, condition, provision or covenant contained in this Agreement or any Document; or

(h) Any Parent of Borrower shall, directly or indirectly, dispose any of the currently held stock in Borrower with the result that the Parent no longer has more than 50% direct or indirect ownership in the Borrower; or

(i) Borrower shall materially breach or default under, any term, condition, provision or covenant contained in any agreement to which it is a party; or

(j) Any judgment or order for the payment of money in excess of $30,000,000 is rendered against Borrower or any Parent and such judgments or order is not satisfied, and either (i) enforcement proceedings are commenced by any creditor upon such judgment or order or (ii) there is any period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, is not in effect; or

(k) The execution, delivery, or performance of any Credit Instrument, shall violate any applicable law, regulation or order, or any Credit Instrument shall become unenforceable, or be renounced by Borrower or any Parent; or

(l) The occurrence of any event which could have a material adverse effect upon Borrower or any Parent, or could impair Borrower’s ability to perform its obligations hereunder, or under any Document, or any Parent’s ability to perform its obligations under any Credit Instrument

6.2. Remedies. Upon the occurrence of any Event of Default, Bank may in its sole and absolute discretion declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and/or any Document to be due and payable forthwith, whereupon the same will immediately become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any Document to the contrary notwithstanding. The foregoing remedy is in addition to any and all other remedies available to Bank under any Document, at law or in equity.

7. MISCELLANEOUS

7.1. Notices. Any communications between the parties hereto or notices or requests provided herein to be given may be given by personal delivery by mailing the same, postage prepaid, or by telecopier, to each party at its address set forth on the signature pages hereof, or to such other addresses as each party may in writing hereafter indicate. All such notices and communications shall be deemed received (a) if personally delivered, upon delivery, (b) if sent by first-class mail, on the third business day following deposit in the mails, (c) if sent by overnight mail or courier, on the succeeding business day following deposit with the carrier; or (d) if sent by telecopier, on the business day following the sending of such notice or communication.

7.2. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns: provided, however, that Borrower shall not assign this Agreement or any of its rights hereunder without the prior written consent of Bank.

7.3. Participations and Right of Setoff. Bank may at any time sell, assign, grant participations in, or otherwise transfer to any other Person (a "**Participant**") all or part of the indebtedness of Borrower outstanding under this Agreement and/or any Document. Bank may disclose confidential information regarding Borrower to any Participant or prospective Participant. Borrower hereby authorizes Bank and each such Participant, in case of an Event of Default by Borrower hereunder, to proceed directly, by right of setoff, banker's lien, or otherwise, against any assets of Borrower which may at the time of such an Event of Default be in the hands of Bank or any such participant.

7.4. Setoff. In addition to any rights and remedies provided to Bank by law, upon the occurrence of a default in connection with the Loans and the acceleration of Borrower's obligations in connection with the Loans, Bank shall have the right, without prior notice to Borrower, any such notice being expressly waived by Borrower, to the extent permitted by applicable law, to setoff and apply against any of Borrower's indebtedness, to the extent matured and fixed, to Bank in connection with the Loans, any and all of Borrower's deposits (including, without limitation, general or special, time or demand, provisional or final deposits) at any time held by Bank and any other amount owing from Bank to Borrower at or at any time after the happening of any such default, and such right of setoff may be exercised by Bank against Borrower or against Borrower's trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver, receiver and manager, liquidator, custodian, any execution, judgment or attachment creditor or any other person or entity claiming through or against Borrower or such trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver, receiver and manager, liquidator, custodian, execution, judgment or attachment creditor or other person or entity, notwithstanding the fact that such right of setoff shall not have been exercised by Bank prior to the making, filing or issuance, or service upon Borrower of, or of notice of, any such petition, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, receiver and manager, liquidator or the issuance of an execution, subpoena, order or warrant.

7.5. Indemnity. Borrower agrees to indemnify, defend, reimburse and hold harmless Bank and each of its affiliates, and all the directors, officers, employees, agents, legal counsel and advisors of Bank (each, an "**Indemnified Party**") from and against all claims, actions, proceedings, suits, damages, losses, liabilities, costs and expenses, including the fees and out-of-pocket expenses of counsel which may be incurred by or asserted against any Indemnified Party in connection with, or arising out of, or relating to any transaction or proposed transaction (whether or not consummated), contemplated by this Agreement or any Document.

7.6. Disclosure Authorization. In the event Borrower establishes, or has established, and maintains any Account with UB, Borrower hereby irrevocably acknowledges and agrees that (a) Bank shall have unlimited access to, or shall be provided by UB with, any and all information regarding or related to any Account, including without limitation, any confidential financial information which UB may have in its possession; and (b) Bank shall have the authority to release to UB, any and all information regarding or related to any transaction between Bank and Borrower, including without limitation, any confidential financial information which Bank may have in its possession.

7.7. Failure or Delay Not a Waiver, Amendment. No delay or omission by Bank to exercise any right under this Agreement or any Document shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement or any Document shall be deemed a waiver of any other breach or default. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by Bank.

7.8. Costs and Expenses. Borrower agrees to pay on demand: (i) all reasonable costs, expenses and attorneys' fees incurred by Bank in connection with the collection or enforcement of this Agreement or any Document in the nature of a "work-out" or any insolvency or bankruptcy proceedings; and (ii) all reasonable fees and disbursements of Bank incurred in connection with the negotiation, preparation, production and administration of this Agreement or any Document, or any amendment, modification, supplement, waiver or consent hereof or thereof.

7.9. Entire Agreement. This Agreement and any Document integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof.

7.10. Conflict. In the event of a conflict between a term or provision of this Agreement and a term or provision of a Document (irrespective of the timing of the execution of this Agreement or such Document), the term or provision of the Document shall control.

7.11. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Borrower hereby expressly submits to the jurisdiction of any state or federal court sitting in Los Angeles County, California, in any action arising out of or in connection with any Document and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court.

7.12. Severability of Provisions. The illegality or enforceability of any provision of this Agreement or any Document shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any Document.

7.13. Counterparts. This Agreement and any amendments, waivers, consents or supplements may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

7.14. Borrower Identification. To help the government fight the funding of terrorism and money laundering activities, Federal law (USA Patriot Act) requires all financial institutions to obtain, verify, and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Bank to identify the Borrower in accordance with the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

BORROWER:

SiTime

a Delaware corporation

By: /s/ Rajesh Vashist

Authorized Signature(s)

Rajesh Vashist

Name(s)

CEO

Title(s)

Address: 990 Almanor Ave.

Sunnyvale CA 94005

Attention:

Telephone:

Telecopier:

BORROWER:

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,
Los Angeles Branch
445 South Figueroa Street, Suite 2700
Los Angeles, California 90071

By: /s/ Lori Gardea

Authorized Signature(s)

Lori Gardea

Name

Managing Director

Title

Attention:

Telephone: 213-488-3700

Telecopier: 213-488-3875

Exhibit 10.13

UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT

UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT dated as of September 21, 2018 between SUMITOMO MITSUI BANKING CORPORATION, a Japanese banking corporation, having its offices at 555 California Street, Suite 3350, San Francisco, CA 94104 (the "BANK"), and SITIME CORPORATION, a corporation organized under the laws of California, having its offices at 5451 Patrick Henry Drive, Santa Clara, CA 95054 (the "BORROWER"). The parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. DEFINED TERMS. As used in this AGREEMENT, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"AGREEMENT" means this UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT, together with all exhibits and schedules hereto, as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein.

"APPLICABLE INTEREST RATE" means, with respect to each LOAN, the interest rate *per annum* quoted by the BANK and agreed to by the BORROWER at the time of making such LOAN.

"BUSINESS DAY" means any day other than a Saturday or Sunday and on which commercial banks are not authorized or required to close in New York, New York.

"CHANGE OF CONTROL" will occur if the PARENT ceases to directly or indirectly own 100% of the issued and outstanding voting stock of the BORROWER, free and clear of liens or encumbrances.

"CREDIT LINE" means a discretionary and uncommitted line of credit which the BANK establishes for the BORROWER pursuant to SECTION 2.01 hereof up to the amount referred to therein but which may be terminated in whole or reduced in part pursuant to SECTION 2.02 hereof. This CREDIT LINE shall not be construed as the commitment of the BANK to make any LOAN or extension of credit.

"DEFAULT" means any of the events specified in SECTION 7.01 hereof, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"DOLLARS", "U.S. DOLLARS", "US$", "USD", or "$" means the lawful currency of the United States of America.

"EVENT OF DEFAULT" means any of the events specified in SECTION 7.01.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"GAAP" means generally accepted accounting principles as in effect from time to time, including, without limitation, applicable statements, bulletins and interpretations issued by the Financial Accounting Standards Board and bulletins, opinions, interpretations and statements issued by the American Institute of Certified Public Accountants or its committees.

"GOVERNMENTAL AUTHORITY" means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"LAST DRAWDOWN DATE" means September 20, 2019.

"LETTER OF GUARANTEE" means the letter of guarantee executed by the PARENT and required to be delivered by the BORROWER to the BANK pursuant to SECTION 3.01 hereof, together with all exhibits and schedules thereto, as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided therein.

"LOANS" has the meaning assigned to such term in SECTION 2.01.

"LOAN DOCUMENTS" means this AGREEMENT, the NOTE, the LETTER OF GUARANTEE, and any other instrument, agreement, or other document executed and delivered in connection with any of the foregoing or supporting, securing or otherwise relating to the LOANS, in each case as amended, amended and restated, supplemented or otherwise modified from time to time.

"MARGIN STOCK REGULATIONS" means Regulation T, U and/or X of the Board of Governors of the Federal Reserve System and the rules promulgated thereunder, as the same may be supplemented, modified, amended, restated or replaced from time to time, or any corresponding or succeeding provisions of applicable law.

"MATERIAL ADVERSE CHANGE" means any material adverse change in (a) the business, results of operations, assets, liabilities, or financial condition of the BORROWER, or the PARENT, or any of the foregoing and its SUBSIDIARIES taken as one enterprise; (b) the legality, validity, binding effect or enforceability of any LOAN DOCUMENT; or (c) the ability of the BORROWER or the PARENT to perform its obligations under any LOAN DOCUMENT to which it is a party, as determined from the perspective of a reasonable person in the BANK'S position.

"NET WORTH" means the assets minus the liabilities of the BORROWER, each as computed in accordance with GAAP.

"NOTE" has the meaning assigned to such term in SECTION 2.05.

"PARENT" means Megachips Corporation, a corporation organized under the laws of Japan.

"PERSON" means an individual, partnership, corporation (including a business trust), joint stock company, estate, trust, limited liability company, unlimited liability company, unincorporated association, joint venture or other entity or GOVERNMENTAL AUTHORITY.

"PROPERTY" means all types of real or personal property, including without limitation, tangible, intangible or mixed property.

"SANCTIONS" has the meaning assigned to such term in SECTION 4.10(c).

"SUBSIDIARY" means, with respect to any PERSON (the "parent") at any date, any corporation, limited liability company, partnership, association, or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

ARTICLE II
AMOUNT AND TERMS OF LOANS

SECTION 2.01. REVOLVING CREDIT. The BANK may, upon request from the BORROWER, in the BANK's sole and absolute discretion upon the terms and subject to the conditions hereinafter set forth, make one or more loans (the "LOANS") to the BORROWER from time to time during the period commencing on the date of this AGREEMENT and ending on (and including) the LAST DRAWDOWN DATE in an aggregate principal amount not to exceed at any time outstanding TWENTY MILLION DOLLARS (US$20,000,000), *provided* that such amount may be reduced pursuant to SECTION 2.02 hereof (the "CREDIT LINE"). LOANS may have a maturity of from one (1) day to twelve (12) months from the date of borrowing, as requested by the BORROWER in accordance with SECTION 2.03 and agreed to by the BANK. Subject to the terms and conditions hereof, the BORROWER may borrow, repay in whole or in part, and reborrow on a revolving basis, up to the amount of the CREDIT LINE. The availability of the CREDIT LINE hereunder shall not be construed as the commitment of the BANK to make any LOAN.

SECTION 2.02. REDUCTION AND TERMINATION OF CREDIT LINE. The BANK shall have the unrestricted right in its sole and absolute discretion, upon notice to the BORROWER, to immediately terminate in whole or reduce in part the unused portion of the CREDIT LINE.

SECTION 2.03. NOTICE AND MANNER OF BORROWING. Not later than 2:30 p.m., New York time (11:30 a.m., San Francisco time) on the requested disbursement date, the BORROWER shall give the BANK telephonic application for each LOAN under this AGREEMENT to the BANK'S customer desk (or such other contact as the BANK may inform the BORROWER from time to time), which may or may not be accepted by the BANK, specifying (i) the disbursement date; (ii) the principal amount; and (iii) the maturity date. The BANK will send written

confirmation of the LOAN to the BORROWER at the fax number or email address listed in SECTION 8.06 hereof. The BORROWER will acknowledge the information shown in the confirmation by promptly returning it to the BANK'S New York Branch by fax at (212) 224-4537. Not later than 4:00 p.m., New York time (1:00 p.m. San Francisco time), on the disbursement date of the LOAN and upon fulfillment of the applicable conditions set forth in ARTICLE III hereof, the BANK will, subject to its sole and absolute discretion and subject to the provisions of SECTION 2.01 hereof, make the LOAN available to the BORROWER in immediately available funds by crediting the amount thereof to the BORROWER'S account with the BANK. All notices given under this SECTION 2.03 shall be irrevocable. The failure to give any confirmation referred to herein shall not release or diminish any of the BORROWER'S obligations hereunder.

SECTION 2.04. INTEREST.

(a) The BORROWER agrees to pay interest to the BANK on the outstanding and unpaid principal amount of each LOAN at the APPLICABLE INTEREST RATE. Interest will be calculated on the basis of a year of 360 days for the actual number of days elapsed. Interest shall be paid in immediately available funds on the maturity of each LOAN.

(b) To the extent permitted by applicable law, any amount of principal of any LOAN and interest thereon which is not paid when due, whether at stated maturity, by acceleration or otherwise, shall bear interest, payable on demand, at an interest rate per annum equal to 1% *per annum* above the rate of interest announced by the New York Branch of Sumitomo Mitsui Banking Corporation from time to time as the BANK'S prime rate until paid in full.

SECTION 2.05. NOTE. As additional evidence of the BORROWER'S payment obligations hereunder, the BORROWER shall execute and deliver to the BANK pursuant to SECTION 3.01(1) a single grid promissory note (the "NOTE"), substantially in the form of EXHIBIT A attached hereto, setting forth the CREDIT LINE as the maximum principal amount thereof and dated as of the date of this AGREEMENT, and made payable to the BANK. The BORROWER hereby authorizes the BANK to record on a schedule attached to the NOTE (or any similar form designated by the BANK in its sole and absolute discretion from time to time, which may be maintained in its internal records and shown on a computer printout) the principal amount, APPLICABLE INTEREST RATE, maturity date and other terms relevant to each LOAN, and any such recordation shall be *prima facie* evidence of the accuracy of the information so recorded; *provided* that the BANK'S failure so to record shall not limit or otherwise affect the obligations of the BORROWER hereunder and under the NOTE to repay the principal of and interest on the LOANS.

SECTION 2.06. FUNDING LOSS, INDEMNIFICATION; CAPITAL ADEQUACY AND OTHER CHARGES AND COSTS.

(a) The BORROWER hereby agrees to indemnify and hold the BANK free and harmless from all losses, costs and expenses which the BANK may incur, to the extent not mitigated by the redeployment of deposits or other funds, as a result of (i) a default by the BORROWER in payment when due of the principal of or interest on a LOAN, (ii) the BORROWER'S failure (other than due solely to a failure attributable to a default by the BANK) to make a borrowing or continuation with respect to a LOAN after making a request therefor, (iii) a prepayment (whether mandatory or

otherwise, including but not limited to, acceleration pursuant to ARTICLE VII hereof) of any LOAN before a scheduled payment date for interest or principal, or (iv) any DEFAULT or EVENT OF DEFAULT by the BORROWER under this AGREEMENT or any demand by the BANK for payment of any LOAN permitted hereunder or under the NOTE.

(b) If the BANK determines at any time that any applicable law or governmental rule, regulation, guideline or order concerning capital adequacy, reserves or similar requirements, or any change in interpretation or administration thereof by any GOVERNMENTAL AUTHORITY will have the effect of increasing the cost to the BANK or the amount of capital required or expected to be maintained by the BANK as a result of the making or continuance of the LOANS, then the BORROWER agrees to pay to the BANK, upon its written demand therefor, such additional amounts as shall be required to compensate the BANK for such increased costs. The BANK, upon determining that any additional amounts will be payable to the BANK pursuant to this paragraph, will give prompt written notice thereof to the BORROWER, which notice shall show in reasonable detail the basis for calculation of such additional amounts, although the failure to give any such notice shall not release or diminish the obligations of the BORROWER to pay additional amounts pursuant to this paragraph.

(c) If any present or future applicable law, rule or regulation or any change therein or in the interpretation or administration thereof by any GOVERNMENTAL AUTHORITY charged with the interpretation or administration thereof or compliance by BANK with any request or directive of any such GOVERNMENTAL AUTHORITY, whether or not having the force of law, results in an increase of the cost to the BANK of making, renewing or maintaining any LOAN, or reduce the amount of any sum receivable by the BANK under any LOAN, in the reasonable judgment of the BANK, then, upon demand by the BANK, the BORROWER agrees to pay to the BANK such additional amount or amounts as would compensate the BANK for such increased cost or reduction. The BANK'S computation of such amount or amounts shall be binding on the BORROWER absent manifest error.

SECTION 2.07. METHOD OF PAYMENT. The BORROWER shall make each payment of principal of and interest on the LOANS, in lawful money of the United States in immediately available funds, not later than 3:00 p.m. (New York time) on the date when such payment is due, to the BANK'S account at **Sumitomo Mitsui Banking Corp., New York (SWIFT:), ABA Number: , Account Name: , Account Number: , Reference:** , or to such other location or in such other manner as the BANK may notify the BORROWER in writing. The BORROWER hereby authorizes the BANK, if and to the extent payment is not made when due under this AGREEMENT or under the NOTE, to charge from time to time against any account of the BORROWER with the BANK any amount so due. The BORROWER may, with the BANK'S prior consent, and on not less than five days' notice, prepay the principal and interest of any LOAN in whole or in part, but only on condition that the prepayment is accompanied by payment of any and all additional costs, as determined by the BANK, that the BANK may incur as a result of such prepayment, including, without limitation, the breaking of any deposit, the redeployment of funds released by any prepayment, the termination of any swap or hedging contract, or otherwise.

SECTION 2.08. PAYMENTS ON NON-BUSINESS DAYS. Whenever payment shall fall due on a day which is not a BUSINESS DAY, payment shall be made on the next succeeding BUSINESS DAY, unless such BUSINESS DAY falls in the following calendar month, in which case payment shall be due on the next preceding BUSINESS DAY.

SECTION 2.09. SECURITY INTEREST.

(a) Upon the determination by the BANK in its reasonable discretion that collateral, additional collateral, a guarantee or an additional guarantee is necessary to preserve the BANK'S rights as against the LOANS, the BORROWER shall upon demand furnish to the BANK such collateral or additional collateral or such guarantee or additional guarantees as may be required by the BANK.

(b) Any collateral (excepting any real property, unless otherwise agreed to by the BANK) which has been or shall be furnished to the BANK by the BORROWER as collateral for LOANS shall constitute collateral that covers and secures not only such LOANS, but also any and all other obligations which the BORROWER owes, or in the future may owe, the BANK.

ARTICLE III
CONDITIONS PRECEDENT

SECTION 3.01. CONDITIONS PRECEDENT TO INITIAL AND ALL LOANS. The BANK may in its sole and absolute discretion make LOANS available to the BORROWER, subject to the conditions precedent that, on or before the day of the initial LOAN, the BANK shall have received all of the following, each of which shall be in form and substance satisfactory to the BANK:

(1) AGREEMENT AND NOTE. This AGREEMENT and the NOTE, each duly executed by the BORROWER;

(2) EVIDENCE OF ALL CORPORATE ACTION BY THE BORROWER. Certified copies of the unanimous written consent of the Board of Directors of the BORROWER or a certified copy of the resolutions duly adopted by the Board of Directors authorizing the execution, delivery and performance of this AGREEMENT, the NOTE, and any other documents to be delivered pursuant to this AGREEMENT;

(3) INCUMBENCY AND SIGNATURE CERTIFICATE OF THE BORROWER. A certificate of the President CFO or Controller of the BORROWER certifying the names and true signatures of the officers of the BORROWER authorized, pursuant to the Board of Directors' resolutions referred to in paragraph (2) above, to sign this AGREEMENT, the NOTE, and any other documents to be delivered by the BORROWER pursuant to this AGREEMENT; and

(4) LETTER OF GUARANTEE. The LETTER OF GUARANTEE duly executed by the PARENT.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

The BORROWER hereby represents and warrants to BANK as follows at each time it makes an application for a LOAN:

SECTION 4.01. DUE INCORPORATION; GOOD STANDING. The BORROWER is a corporation, duly organized and validly existing under the laws of the state of its incorporation, and is properly licensed and in good standing in, and where necessary to maintain the BORROWER'S rights and privileges, has complied with the fictitious name statute of, every jurisdiction in which the BORROWER is doing business.

SECTION 4.02. CORPORATE POWER; AUTHORIZATION. The execution and delivery of this AGREEMENT, the NOTE and each other LOAN DOCUMENT to which it is a party and the performance of its obligations hereunder and thereunder are within the BORROWER'S corporate powers, have been duly authorized, and will not contravene or conflict with its charter or by-laws (or such other organizational and governing documents as may be applicable) or any agreement, instrument or document to which the BORROWER is a party or by which the BORROWER or any of its PROPERTY is bound or affected.

SECTION 4.03. GOVERNMENT ACTION. No approval, consent, exemption or other action by, or notice to or filing with, any GOVERNMENTAL AUTHORITY is necessary in connection with the execution, delivery, performance or enforcement of this AGREEMENT, the NOTE or any other LOAN DOCUMENT, except as may have been obtained and certified copies of which have been delivered to BANK.

SECTION 4.04. NO LEGAL BAR. There is no law, rule or regulation, nor is there any judgment, decree or order of any court or GOVERNMENTAL AUTHORITY binding on the BORROWER which would be contravened by the execution, delivery, performance or enforcement of this AGREEMENT, the NOTE or any other LOAN DOCUMENT.

SECTION 4.05. ENFORCEABLE OBLIGATION. This AGREEMENT is a legal, valid and binding agreement of the BORROWER, enforceable against the BORROWER in accordance with its terms, and the NOTE and each other LOAN DOCUMENT to which the BORROWER is a party, when executed and delivered (and as endorsed from time to time), will be similarly legal, valid, binding and enforceable.

SECTION 4.06. LITIGATION. Except as previously disclosed to the BANK in writing, there are no legal actions or other proceedings pending or, to the best of the BORROWER'S knowledge, threatened against the BORROWER which, individually or in the aggregate, would reasonably be expected to result in a MATERIAL ADVERSE CHANGE. There are no outstanding and unsatisfied final judgments or decrees against the BORROWER for money damages, fines, or penalties which, individually or in the aggregate, would result in a MATERIAL ADVERSE CHANGE.

SECTION 4.07. NO DEFAULT. No event has occurred and is continuing or would result from the incurring of obligations by the BORROWER under this AGREEMENT, the NOTE or any other LOAN DOCUMENT which is a default under any agreement or document to which the BORROWER is a party or which, with the passing of time or giving of notice or both, would become a default under any such document.

SECTION 4.08. NO CONFLICTING AGREEMENTS. Except as disclosed in writing by the BORROWER to the BANK prior to the date hereof, the BORROWER is not in default under any agreement to which it is a party or by which it or any of its PROPERTY is bound the effect of which, individually or in the aggregate, would reasonably be expected to result in a MATERIAL ADVERSE CHANGE.

SECTION 4.09. TAXES. The BORROWER has filed or caused to be filed all tax returns required to be filed, and has paid, or has made adequate provision for the payment of, all taxes shown to be due and payable on said returns or in any assessments made against it, and no tax liens have been filed and no claims are being asserted with respect to such taxes which are required to be reflected in the financial statements of the BORROWER and are not so reflected therein.

SECTION 4.10. COMPLIANCE WITH LAW.

(a) Each of the BORROWER and its SUBSIDIARIES is in compliance with all laws, regulations and orders of any GOVERNMENTAL AUTHORITY applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a MATERIAL ADVERSE CHANGE.

(b) None of the BORROWER or any of its SUBSIDIARIES nor, to the knowledge of the BORROWER, any director, officer, agent, employee or other person acting on behalf of the BORROWER or any of its SUBSIDIARIES or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-corruption law; and the BORROWER has instituted and maintains policies and procedures designed to ensure continued compliance therewith.

(c) None of the BORROWER, any of its SUBSIDIARIES or any director, officer, employee, agent, or affiliate of the BORROWER or any of its SUBSIDIARIES is a PERSON that is, or is owned or controlled by, PERSON that is: (i) the subject or target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or other relevant sanctions authority (collectively, "SANCTIONS"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of SANCTIONS.

SECTION 4.11. NO MISREPRESENTATION. Neither this AGREEMENT, nor any other LOAN DOCUMENT, nor any certificate, notice, report, financial statement or document furnished to date or to be furnished by the BORROWER in connection with the transactions contemplated hereby contains or will contain a misrepresentation or misstatement of material fact, or omits or will omit to state a material fact required to be stated in order to make the statements herein or therein contained (taken as a whole) not misleading in the light of the circumstances under which made.

SECTION 4.12. RANKING OF LOAN; LIENS. The obligations and liabilities of the BORROWER under this AGREEMENT and the NOTE are unconditional and general obligations of the BORROWER and rank at least *pari passu* with all other present or future unsecured and unsubordinated indebtedness of the BORROWER.

ARTICLE V
AFFIRMATIVE COVENANTS

So long as any indebtedness or obligation remains unpaid or outstanding hereunder, the BORROWER will:

SECTION 5.01. FINANCIAL AND OTHER INFORMATION. Deliver to the BANK such information respecting the business, properties, condition or operation, financial or otherwise, of the BORROWER as the BANK may from time to time reasonably request, including:

(a) as soon as available and in any event within 120 days after the end of each fiscal year of the BORROWER, its audited annual financial statements, which shall include at least its balance sheet and related statements of operations, stockholders' equity and cash flow as of the end of and for such year, setting forth in comparative form the figures for the previous fiscal year, all reported on by independent public accountants of recognized national standing to the effect that such financial statements present fairly in all material respects the financial condition and results of operations of the BORROWER in accordance with GAAP consistently applied;

(b) if available, as soon as available and in any event within 90 days after the end of the first semiannual reporting period of each fiscal year of the BORROWER, its semiannual financial statements, which shall include at least its balance sheet and related statements of operations, stockholders' equity and cash flow as of the end of and for such semiannual reporting period, setting forth in comparative form the figures for the corresponding period of the previous fiscal year, presenting fairly in all material respects the financial condition and results of operations of the BORROWER in accordance with GAAP consistently applied (except as differences from GAAP shall have been disclosed to, and approved by, the BANK), subject to normal year-end adjustments and the absence of footnotes; and

(c) concurrently with any delivery of financial statements under clause (a) above, a certificate of a responsible financial officer of the BORROWER, in the form of EXHIBIT B attached hereto, certifying to such officer's knowledge whether a DEFAULT or EVENT OF DEFAULT has occurred and, if a DEFAULT or EVENT OF DEFAULT has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto.

SECTION 5.02. NOTICE. Promptly notify the BANK in writing of:

(1) all litigation affecting the BORROWER or the PARENT as a defendant where the amount claimed in a single litigation action is in excess of $5,000,000 or when the aggregate amount claimed in all litigation actions is in excess of $25,000,000;

(2) any substantial dispute between the BORROWER or the PARENT and any GOVERNMENTAL AUTHORITY;

(3) any DEFAULT or any event of default under any document to which the BORROWER is a party; and

(4) any other matters which, individually or in the aggregate, have resulted or would reasonably be expected to result in a MATERIAL ADVERSE CHANGE.

SECTION 5.03. PAYMENT OF OBLIGATIONS. Pay all obligations, including taxes, when due, except such as may be contested in good faith by appropriate proceedings and for which the BORROWER has established reserves on its books which are reasonable and adequate.

SECTION 5.04. COMPLIANCE WITH LEGAL REQUIREMENTS. At all times comply with all laws, rules, regulations, orders and directions of any GOVERNMENTAL AUTHORITY having jurisdiction over it or its business.

SECTION 5.05. MAINTAIN EXISTENCE; PROPERTY. Maintain and preserve (i) its existence as a legal entity and all rights, privileges and franchises now enjoyed; and (ii) all of its PROPERTIES that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

SECTION 5.06. BOOKS AND RECORDS. Maintain adequate books, accounts and records, all in accordance with GAAP, and permit employees or agents of BANK, at any reasonable time and as often as may reasonably be desired, to inspect its PROPERTIES, and to examine or audit its books, accounts and records and make copies thereof and to discuss the business, operations, PROPERTIES and financial and other conditions of the BORROWER with officers of the BORROWER.

SECTION 5.07. INSURANCE. To the extent there exists any real property security interest, maintain and keep in force, on all of its property such insurance as is normal for the industry in which the BORROWER conducts its business and is satisfactory to BANK as to amount, nature and carrier, covering fire damage (including use and occupancy), public liability, product liability, property damage and workers' compensation, and deliver to BANK upon request a schedule certified to be correct by a responsible officer of the BORROWER setting forth all insurance in force as of the date of such schedule.

SECTION 5.08. FURTHER ASSURANCES. The BORROWER will from time to time perform any and all acts and execute any and all additional documents as may be reasonably requested by BANK to give effect to the purposes of this AGREEMENT, the NOTE, and the other LOAN DOCUMENTS, if any.

ARTICLE VI
NEGATIVE COVENANTS

So long as any indebtedness or obligation remains unpaid or outstanding hereunder, the BORROWER hereby agrees as follows:

SECTION 6.01. LIMITATIONS ON FUNDAMENTAL CHANGES. The BORROWER will not consummate any transaction of merger or consolidation, reorganize, spin-off, liquidate, dissolve or wind up (or suffer any reorganization, liquidation, dissolution or winding up) or convey, sell, lease, license or otherwise dispose of, in one or a series of related transactions, all or substantially all of the PROPERTY, assets or business of the BORROWER, except that the BORROWER may merge or consolidate with any other SUBSIDIARY of the PARENT.

SECTION 6.02. USE OF PROCEEDS.

(a) No part of the proceeds of any LOAN will be used to buy or carry, or to extend credit to any other PERSON to buy or carry, any “margin stock” (as defined in Regulation U of the Board of Governors of the United States Federal Reserve System) in violation of MARGIN STOCK REGULATIONS.

(b) No part of the proceeds of the LOANS will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any PERSON in violation of the FCPA or any other applicable anti-corruption law. The BORROWER will maintain in effect policies and procedures designed to promote compliance by the BORROWER, its SUBSIDIARIES, and their respective directors, officers, employees, and agents with the FCPA and any other applicable anti-corruption laws.

(c) The BORROWER will not, directly or indirectly, use the proceeds of the LOANS, or lend, contribute or otherwise make available such proceeds to any SUBSIDIARY, joint venture partner, or other PERSON (i) to fund any activities or business of or with any PERSON, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of SANCTIONS, or (ii) in any other manner that would result in a violation of SANCTIONS by any PERSON (including any PERSON participating in the LOANS, whether as underwriter, advisor, investor, or otherwise).

SECTION 6.03. NET WORTH. The BORROWER will not permit or suffer NET WORTH to be less than US$0.00 as of any time of determination.

ARTICLE VII
EVENTS OF DEFAULT

SECTION 7.01. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an EVENT OF DEFAULT under this AGREEMENT and the NOTE:

(1) The BORROWER shall fail to pay any principal payable under this AGREEMENT or the NOTE as and when due, whether at maturity, on demand, upon acceleration or otherwise.

(2) The BORROWER shall fail to pay any amount of interest, fees, expenses, indemnity payments or any other amount payable under this AGREEMENT, the NOTE, or any other LOAN DOCUMENT within ten (10) days of the date when such amounts are due, whether at maturity, on a specified date, on demand, upon acceleration or otherwise.

(3) Any representation or warranty made in this AGREEMENT or any other LOAN DOCUMENT or in connection with this AGREEMENT or the credit extensions hereunder, or any material statement or representation made in any report, financial statement, certificate or other document furnished by the BORROWER to the BANK under or in connection with this AGREEMENT, shall prove to have been false or misleading in any material respect when made (or deemed made) or delivered.

(4) The BORROWER or the PARENT shall (i) fail to pay its debts generally as they come due, (ii) conceal, remove or transfer any of its PROPERTY in violation or evasion of any bankruptcy, fraudulent conveyance or similar law, (iii) make a general assignment for the

benefit of its creditors, (iv) apply for or consent to the appointment of a receiver, trustee, assignee, custodian, sequestrator, liquidator or similar official for itself or any of its PROPERTY, (v) file any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors, (vi) be adjudicated a bankrupt or insolvent or (vii) take any action for the purpose of effecting any of the foregoing.

(5) An involuntary petition shall be filed under any bankruptcy, reorganization, insolvency, moratorium or similar statute against the BORROWER or the PARENT or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) shall be appointed to take possession, custody or control of any PROPERTY of the BORROWER or the PARENT unless such petition or appointment is set aside or withdrawn or ceases to be in effect within 30 days from the date of said filing or appointment.

(6) One or more judgments for the payment of money in an aggregate amount in excess of $50,000,000 shall be rendered against the BORROWERor the PARENT (or any combination thereof), and the same shall remain undischarged for a period of ten (10) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the BORROWERor the PARENT to enforce any such judgment.

(7) All, or such as in the opinion of BANK constitutes substantially all, of the PROPERTIES of the BORROWER or the PARENT shall be condemned, seized or appropriated.

(8) The BORROWER shall fail to observe or perform any covenant, condition or agreement contained in (i) SECTION 5.02(3), SECTION 5.05(i), or ARTICLE VI; or (ii) any other provision of this AGREEMENT or the NOTE (and not described in SECTIONS 7.01(1) or (2)) and such failure shall not be remediable or, if remediable, shall continue unremedied for a period of 30 days after the earlier of (x) the date the BORROWER becomes aware thereof or (y) the date the BANK gives notice to the BORROWER with respect thereto.

(9) The BORROWER shall be in breach of or default under any term, condition, provision or covenant contained in any agreement to which it is a party relating to borrowed money.

(10) The LETTER OF GUARANTEE or any other document issued in support of the obligations of the BORROWER to the BANK, or any replacement of any of the foregoing, shall expire without renewal, be disclaimed or disavowed, or, in the case of a guarantee, shall cease to be the valid, binding and enforceable obligation of the guarantor thereunder.

(11) A CHANGE OF CONTROL shall occur without the prior written consent of the BANK.

(12) Any one or more events shall occur or conditions exist that, individually or in the aggregate, has resulted in or would reasonably be expected to result in a MATERIAL ADVERSE CHANGE.

SECTION 7.02. REMEDIES. Upon the occurrence of any EVENT OF DEFAULT, BANK may in its sole and absolute discretion declare the LOANS (with accrued interest thereon) and all other

amounts owing under this AGREEMENT and/or the NOTE to be due and payable forthwith whereupon the same will immediately become due and payable (except that in the case of an EVENT OF DEFAULT under 7.01(4) or 7.01(5) above, such acceleration shall be automatic), without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any LOAN DOCUMENT to the contrary notwithstanding. The foregoing remedies are in addition to any and all other remedies available to BANK under this AGREEMENT, the NOTE or any other LOAN DOCUMENT, at law, or in equity. The BORROWER hereby agrees to indemnify the BANK and save the BANK harmless from and against any and all costs, losses or expenses incurred by the BANK as a result of the occurrence of an EVENT OF DEFAULT or the repayment of any amount hereunder or under the NOTE other than on the date or dates originally due (including without limitation such as are incurred in connection with the reemployment or liquidation of funds acquired from third parties by the BANK in order to maintain any amount theretofore outstanding hereunder or under the NOTE, the termination of any hedging contract or swap or other arrangement relating to the funding of the LOANS).

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. INDEMNITY. The BORROWER hereby agrees to indemnify, defend, reimburse and hold harmless BANK and each of its affiliates, and all the directors, officers, employees, agents, legal counsel and advisors of BANK (each, an “INDEMNIFIED PARTY”) from and against all claims, actions, proceedings, suits, damages, losses, liabilities, costs and expenses, including the fees and out-of-pocket expenses of counsel which may be incurred by or asserted against any INDEMNIFIED PARTY in connection with, or arising out of, or relating to any transaction or proposed transaction (whether or not consummated), contemplated by this AGREEMENT or any LOAN DOCUMENT.

SECTION 8.02. SUCCESSORS AND ASSIGNS; ASSIGNMENTS; PARTICIPATIONS. This AGREEMENT shall be binding upon and inure to the benefit of the BORROWER and the BANK and their respective successors and assigns, except that the BORROWER may not assign or transfer any of its rights or obligations under any LOAN DOCUMENT without the prior written consent of the BANK. The BANK may assign or transfer to any other PERSON all or part of the CREDIT LINE or the indebtedness of the BORROWER outstanding under this AGREEMENT and/or any LOAN DOCUMENT. The BANK may at any time sell or grant participations in all or part of the CREDIT LINE.

SECTION 8.03. ENTIRE AGREEMENT. This AGREEMENT and the LOAN DOCUMENTS integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject matter hereof. This AGREEMENT renews and extends, without novation, the Uncommitted and Revolving Credit Line Agreement dated September 22, 2017 between the BORROWER and the BANK, and the terms governing extensions of credit outstanding thereunder shall be amended to reflect the terms contained in this AGREEMENT upon the execution and delivery hereof.

SECTION 8.04. COUNTERPARTS. This AGREEMENT and any amendments, waivers, consents or supplements may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

SECTION 8.05. AMENDMENTS, ETC. No amendment, modification, termination, or waiver of any provision of any LOAN DOCUMENT to which the BORROWER is a party, nor consent to any departure by the BORROWER from any such provision, shall in any event be effective unless the same shall be in writing and signed by the BANK, and then such amendment, modification, termination, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

SECTION 8.06. NOTICES, ETC. All notices and other communications provided for under this AGREEMENT shall be in writing, delivered in person, or sent by overnight courier, first class mail (postage prepaid), fax or email to:

If to the BORROWER: SiTime Corporation
5451 Patrick Henry Drive
Santa Clara, CA 95054
Attention: Mr. Samsheer Ahamad
Secretary, Vice President of Finance, Controller
Telephone:
email:

If to the BANK: Sumitomo Mitsui Banking Corporation
555 California Street, Suite 3350
San Francisco, CA 94104
Attention: JDAD
Telephone: (415) 616-3000
Fax: (415) 397-1475

or at such other address as shall be designated by either party in a written notice to the other party complying as to delivery with the terms of this SECTION 8.06. All such notices and communications shall be effective when deposited in the mails, faxed or emailed, as applicable, except that notices to the BANK pursuant to the provisions of ARTICLE II hereof shall be effective when received by the BANK.

SECTION 8.07. NO WAIVER; REMEDIES. No failure on the part of the BANK to exercise, and no delay in exercising, any right, power, or remedy under any LOAN DOCUMENT shall operate as waiver thereof; nor shall any single or partial exercise of any right under any LOAN DOCUMENT preclude any other or further exercise thereof or exercise of any other right. The remedies provided in the LOAN DOCUMENTS are cumulative and not exclusive of any remedies provided by law.

SECTION 8.08. COSTS, EXPENSES, AND TAXES. The BORROWER hereby agrees to pay on demand all costs and expenses in connection with the preparation, execution, delivery, filing, recording, and administration of any of the LOAN DOCUMENTS, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the BANK, and local counsel who

may be retained by said counsel, with respect thereto and with respect to advising the BANK as to its rights and responsibilities under any of the LOAN DOCUMENTS, and all costs and expenses, if any, in connection with enforcement of any of the LOAN DOCUMENTS, including, without limitation, "work-out," insolvency or bankruptcy proceedings. In addition, the BORROWER shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of any of the LOAN DOCUMENTS and the other documents to be delivered under any of the LOAN DOCUMENTS, and agrees to save the BANK harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

SECTION 8.09. DEDUCTIONS. All payments by the BORROWER to the BANK under this AGREEMENT or under the NOTE are to be made net and free of any and all taxes (except for taxes based upon the overall net income of the BANK), duties, imposts, fees, withholdings or deductions (the "DEDUCTIONS") of any nature now or hereafter imposed. If any DEDUCTION is, by law, required to be made from any payment hereunder, then the BORROWER shall pay to the BANK such additional amount as will result in receipt by the BANK of a net amount equal to the amount the BANK would have received hereunder had no such DEDUCTION been required. In such event the BORROWER shall, as soon as practical, deliver to the BANK a receipt issued by the relevant taxing authority evidencing the amount of such DEDUCTION and its payment. If the BORROWER is required to pay an additional amount on account of any such DEDUCTION, the BORROWER shall have the right, on not less than three BUSINESS DAYS' prior written notice to the BANK, to repay the applicable LOAN.

SECTION 8.10. RIGHT OF SET OFF. Upon the occurrence and during the continuance of any EVENT OF DEFAULT the BANK is hereby authorized at any time and from time to time, with prior notice to the BORROWER, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, and other indebtedness at any time owing by the BANK to or for the credit or the account of the BORROWER against any and all of the obligations of the BORROWER now or hereafter existing under the AGREEMENT or the NOTE or any other LOAN DOCUMENT, irrespective of whether or not the BANK shall have made any demand under this AGREEMENT or such other LOAN DOCUMENT and although such obligations may be unmatured. The BANK agrees promptly to notify the BORROWER after any such set off and application, *provided* that the failure to give such notice shall not affect the validity of such set off and application. The rights of the BANK under this SECTION 8.10 are in addition to other rights and remedies (including, without limitation, other rights of set off) which the BANK may have.

SECTION 8.11. GOVERNING LAW; CONSENT TO JURISDICTION. This AGREEMENT and the NOTE shall be governed by and construed in accordance with the laws of the State of New York. Any legal action or proceedings with respect to this AGREEMENT against the BORROWER may be brought in the courts of the United States of America or the State of New York as the BANK may elect, and, by execution and delivery of this AGREEMENT, the BORROWER hereby (i) accepts for itself, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, (ii) agrees to be bound by any judgment of any such court with respect to this AGREEMENT or the NOTE and (iii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to this AGREEMENT brought in any court of the United States of America or the State of New York located in the City of New York, and further waives any claim

that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. In the case of the courts of the United States of America and State of New York the BORROWER hereby agrees to receive service of process in any legal action or proceedings with respect to this AGREEMENT at its offices set forth in SECTION 8.06. Nothing herein shall affect the right to serve process in any other manner permitted by the law.

SECTION 8.12. SEVERABILITY OF PROVISIONS. Any provision of any LOAN DOCUMENT which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such LOAN DOCUMENT or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 8.13. HEADINGS. ARTICLE and SECTION headings in this AGREEMENT are for the convenience of reference only and shall not constitute a part of the applicable LOAN DOCUMENTS for any other purpose.

SECTION 8.14. WAIVER OF JURY TRIAL. THE BANK AND THE BORROWER MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.

SECTION 8.15. PATRIOT ACT. The BANK hereby notifies the BORROWER that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56) (the “ACT”), it is required to obtain, verify and record information that identifies each borrower, guarantor or grantor (each, a “LOAN PARTY”), which information includes the name and address of each LOAN PARTY and other information that will allow the BANK to identify such LOAN PARTY in accordance with the ACT.

SECTION 8.16. CONFIDENTIALITY. The BANK agrees to keep confidential any information provided to it by or on behalf of the BORROWER pursuant to or in connection with the LOAN DOCUMENTS, other than information which has been publicly disclosed or is otherwise publicly available other than in breach of this SECTION 8.16; provided that nothing herein shall prevent the BANK from disclosing any such information (i) to any potential assignee of or participant in the LOANS or any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the BORROWER and its obligations which agrees in writing to comply with the provisions of this section; (ii) to its affiliates and the employees, officers, partners, directors, agents, attorneys, accountants and other professional advisors of it and its affiliates, provided that such recipients are obligated to keep the information confidential; (iii) upon the request or demand of any GOVERNMENTAL AUTHORITY having jurisdiction over the BANK, including during the course of periodic examinations and reviews of the BANK; (iv) in connection with the exercise of any remedy hereunder; (v) in connection with any litigation to which the BANK may be a party; and (vi) if, prior to such information having been so provided or obtained, such information was already in the BANK’S possession on a non-confidential basis without, to the best of the BANK’S knowledge, a duty of confidentiality to the BORROWER being violated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SiTime Corporation

By: /s/ Samsheer Ahmad
Name: Samsheer Ahmad
Title: Secretary, Vice President of Finance, Controller

Sumitomo Mitsui Banking Corporation

By: /s/ Masanori Yoshimura
Name: Masanori Yoshimura
Title: Director

EXHIBIT A

[Form of]

UNCOMMITTED AND REVOLVING CREDIT NOTE

US$20,000,000
(maximum amount)

September 21,2018

FOR VALUE RECEIVED, the undersigned SITIME CORPORATION (the "BORROWER"), HEREBY UNCONDITIONALLY PROMISES TO PAY to the order of SUMITOMO MITSUI BANKING CORPORATION (the "BANK"), the principal sum of TWENTY MILLION DOLLARS (US$20,000,000) or, if less, the aggregate unpaid principal amount of all LOANS made to the BORROWER pursuant to the LINE AGREEMENT referred to below, together with interest on the unpaid principal amount of each LOAN from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the LINE AGREEMENT, the provisions of which are incorporated by reference in this NOTE.

The BANK shall record the date and amount of each LOAN made, the APPLICABLE INTEREST RATE, the amount of principal and interest due and payable from time to time hereunder, each payment thereof, and the resulting unpaid principal balance hereof, on the schedule attached to this NOTE or any similar form designated by the BANK in its sole and absolute discretion from time to time, and any such recordation shall be *prima facie* evidence of the accuracy of the information so recorded; *provided* that the BANK's failure so to record shall not limit or otherwise affect the obligations of the BORROWER hereunder and under the LINE AGREEMENT to repay the principal of and interest on the LOANS.

Both principal and interest are payable in the currency of the LOAN and in immediately available funds to the BANK at 277 Park Avenue, New York, NY 10172, or at such other place as may be designated in writing by the holder of this NOTE.

This promissory note is the NOTE referred to in, and is subject to and entitled to the benefits of, the UNCOMMITTED AND REVOLVING CREDIT LINE AGREEMENT dated as of September 21, 2018 between the BORROWER and the BANK (as amended, modified, renewed or extended from time to time, the "LINE AGREEMENT"). Capitalized terms used herein shall have the respective meanings assigned to them in the LINE AGREEMENT.

The LINE AGREEMENT provides, among other things, for acceleration (which in certain cases shall be automatic) of the maturity hereof upon the occurrence of certain stated events, in each case without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SITIME CORPORATION

By: ______________________________
Name:
Title:

SCHEDULE TO
UNCOMMITTED AND REVOLVING CREDIT NOTE

BORROWER: SITIME CORPORATION
LINE AMOUNT: US$20,000,000

Date	*Bank's Reference Number*	*Amount of Loan*	*Due Date*	*Applicable Interest Rate*	*Amount of Principal Paid*	*Unpaid Balance of Note*	*Notation Made By:*

Exhibit 10.14

LOAN AGREEMENT

This Loan Agreement is made and entered into by and between;

MegaChips Corporation, a company incorporated under the laws of Japan and having its principal place of business at Shin-Osaka Hankyu Building, 1-1-1 Miyahara, Yodogawa-ku, Osaka, 532-0003 Japan (hereinafter referred to as Lender); and

SiTime Corporation, a company incorporated under the laws of the State of Delaware, USA and having its principal place of business at 990 Almanor Avenue, Sunnyvale, CA 94085 U.S.A. (hereinafter referred to as Borrower);

For due and adequate consideration the parties hereto hereby set forth the basic terms and conditions by which all transactions between the parties shall be governed, as follows:

Article 1. PURPOSE.

1.1. The purpose of this Agreement is to set forth the basic terms in relation to the loan from Lender to Borrower for preparing Borrower's financial necessity.

1.2. The monetary transaction executed under this Agreement shall be the Loan from Lender to Borrower, and never be construed as any kind of the investment.

Article 2. Definition.

The definitions of the Capitalized words which are used in this Agreement shall be as follows;

2.1. "Business Day(s)" means the Lender's business day(s), but excluding Saturdays, Sundays and public holidays in the Japanese calendar and any other holidays designated by Lender;

2.2. "Default" means the failure to carry out all or a portion of obligations imposed on the party hereto by any agreement enter into by and between Lender and Borrower;

2.3. "Loan" means the monetary loan from Lender to Borrower hereunder in cases where Borrower needs the working capital;

2.4. "Loaned Money" means any money which is loaned by Loan, including the working fund;

2.5. "Lender's Standard" means the interest rate at which Lender procured the US dollar funds for Loan from Sumitomo Mitsui Trust Bank, Limited. (ICE LIBOR plus 0.71%); and

2.6. "Interest" means the amount which is calculated on the basis of Loaned Money in accordance with Article 6.

Article 3. Loaned Money.

3.1. Unless otherwise agreed by Lender and Borrower, Lender carries out Loan in accordance with this Agreement, if necessary.

3.2. Each Loan shall be determined by Lender whether or not it carries out such Loan applied by Borrower, and the individual agreement of such Loan shall be deemed to be made by and between Lender and Borrower on Lender's determination to execute such Loan.

Article 4. Minimum Requisite,

Article 10 hereof shall be fulfilled as the minimum requisite for Loan on the execution date thereof.

Article 5. Credit Limit.

5.1. Loan shall be executed in US dollars and the Loan credit limit hereunder shall be $30,000,000.00US. Loan may be executed as many times as necessary to the extent that it does not exceed such Loan credit limit.

5.2. Borrower may apply to Lender the excess Loan which is beyond such Loan credit limitation in case where absolutely necessary.

Article 6. Interest calculation.

6.1. The interest rate which applies to Loan shall be the Lender's Standard rate plus 0.09%.

6.2. The interest shall be calculated in the manner as follows:

i) First date of Loan term shall be excluded, but last date included;

ii) Loan Term shall be calculated on the day-by-day basis of 360 days per year;

iii) Division shall be done at the end;

iv) Figure under a cent (US) shall be truncated; and

v) Minimum Interest shall be a cent (US).

Article 7. Loan.

7.1. Lender may loan the money to Borrower in cases where Lender considers and accepts Borrower's request of Loan.

7.2. In case where Borrower desires to obtain Loan, it shall request Loan to Lender in writing by 15:00 (Japan Standard Time JST) on the day of three business days before the execution date of such Loan; provided, however, that Borrower shall designate a business day of Lender as such execution date and such designation shall be irrevocable.

7.3. In cases where Lender determines lo carry out Loan in response to Borrower's request, such Loan shall be completed by 10:00 (JST) on the execution date of such Loan.

Article 8. Repayment.

8.1. Borrower will repay Lender the original principal and Interest of Loan in a lump. The due date of such repayment shall be the date, written on the form that Borrower requests Loan, and accepted by Lender; provided, however, that the repayment before the due date shall not be allowed for any reason.

8.2. Unless otherwise considered by Lender, it shall not cut off the amount of the debt on Borrower, which has already accrued, from the new Loan.

8.3. On the termination or expiry of this Agreement, the repayment for Loan shall be due on the date of such termination or expiry. In this case, Borrower shall repay Lender all of the Loaned Money and Interest in a lump.

Article 9. Tax, Cost and Expense, etc.

9.1. Borrower shall pay Lender the original principal, Interest, charge, cost and other necessary expenses for repayment of Loan, and shall not claim the right to set off and/or the counter claim to Lender. Furthermore, the amount of the repayment hereunder shall not be affected by the tax deduction or withholding tax.

9.2. In cases where the cost and expense are accrued, in addition to Section 9.1, such cost and expense shall be borne by Lender and Borrower in the appropriate proportion. In cases where Borrower are in Default or Borrower's Default is expected in the near future, such cost and expense necessary to conserve and/or enforce Lender's claim shall be borne by Borrower to the reasonable extent.

Article 10. Acknowledgement and Warranty.

Borrower acknowledges and warrants the followings are true:

i) Borrower complies with the laws and regulations which applies to its business and in its territory;

ii) There is no default by Borrower to creditors, and there is no event leading to Borrower's future default; and

iii) All of the documents that Borrower possesses by itself or has provided to Lender are valid at the execution date of Loan hereunder.

Article 11. Covenant by Borrower.

Borrower covenants the followings to Lender:

i) Borrower pays all the debts including the repayment obligation of the Loaned Money and Interest, among others, on the due date, complies with all of the terms and conditions and the covenants herein, and performs all of the obligations and such covenants herein;

ii) Borrower provides Lender with the consolidated stand-alone financial statement and any other information in relation to Borrower's business management, including, but not limited to, the lawsuit, the attachment of property, and the labor dispute, among others;

iii) Borrower provides the governmental body and/or organization which has the jurisdiction with the documents required by such body/organization in accordance with the laws and regulations, and also provides Lender with the copies of such documents;

iv) Borrower notifies Lender of information in relation to Borrower's Default or potential risk of such Default;

v) Borrower applies, obtains and renews all of licenses and/or notification necessary to its business;

vi) Borrower notifies Lender and obtains its allowance in advance in case where Borrower issues the unsecured bond under the conditions of the Pari-Passu, and/or safes, transfers, loans and/or disposes of all or a portion of its properties; and

vii) Borrower, and its director, officer, employees and any other affiliates have no relationship to any kind of gang and unsocial group/force.

Article 12. Confidentiality.

12.1. Lender and Borrower shall treat the other party's information known in the course of Loan strictly confidential, and shall not disclose or divulge such information to any third party without the prior written consent of such other party hereto, and shall not use any other purpose other than the performance of this Agreement.

12.2. Unless otherwise agreed by the parties hereto, Article 12 shall survive the termination or expiry of this Agreement.

Article 13. Term.

The initial term of this Agreement shall commence on the date as the last signature date indicated below and shall continue for a period of twelve (12) months thereafter. However, this Agreement will be automatically renewed and extended on year basis unless otherwise either party hereto provides the one (I) month prior written notice of non-renewal to the other party hereto by such expiry date.

Article 14. Termination.

14.1. In case where any of the following event occurs on Borrower, Lender may terminate this Agreement:

i) In the situation of Default;

ii) All or a portion of Article 10 are/is inaccurate and misleading in an important respect, or the documents Borrower has provided to Lender are irreal;

iii) All or a portion of Article 11 are/is not complied;

iv) In the situation of non-compliance with laws and regulations, and such situation have a significant negative impact on Borrower's business or its ability of performance hereunder.

14.2. In case where any situation of Section 14.1 occurs and such situation carries on, Lender may make Borrower lose the benefit of term of Loan and may release Lender itself from its obligation to carry out Loan by terminating the unperformed Loan upon the written notice to Borrower. Notwithstanding the forgoing, Lender may execute Loan on its voluntary basis.

14.3. In case where any situation of Section 14.1 occurs and Lender suffers a loss and/or damage, Borrower shall indemnify Lender for such loss and damages.

15. Force Majeure.

Delays or failure of either party hereto in the performance of its obligations hereunder shall be excused if and to the extent caused by circumstances beyond the reasonable control of the party affected. Lender and Borrower shall consult about appropriate measures.

16. **Governing Law and Dispute Resolution.**

16.1 This Agreement shall be governed by and construed in accordance with the laws of Japan. Lender and Borrower agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by this Agreement.

16.2 All disputes arising out of or in relation to this Agreement shall be finally and exclusively resolved by arbitration in Osaka, Japan through the service of the Japan Commercial Arbitration Association in accordance with the Commercial Arbitration Rules of said association.

17 Non-Waiver.

The failure of either party to enforce its rights under any provision hereof shall not be deemed a waiver of such rights for purposes of future enforcement.

18. Severability.

Any provision hereof which is contrary to applicable law shall, to the extent of such contravention, be severed from this Agreement and shall not impair the validity of any other term, condition or provision hereof.

19. Entire Agreement.

This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any and all prior understandings or agreements in relation hereto, which may exist between the parties. No amendments or changes hereto shall be binding on either of the parties unless made in writing and executed by the respective duly authorized representatives of each of the parties.

IN WITNESS WHEREOF, this Loan Agreement has been executed by the parties on the last signature date indicated below.

MegaChips Corporation:

By: /s/ Akira Takata
Name: Akira Takata
Title: President & CEO
Date: September 13, 2016

SiTime Corporation:

By: /s/ Rajesh Vashist
Name: Rajesh Vashist
Title: President & CEO
Date: 8/29/2016

Exhibit 10.15

SiTime

DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (the *"Agreement")*, effective as of the **Effective Date** as defined below, and is made and entered into by and between SiTime Corporation (hereinafter referred to as **"Manufacturer" or "SiTime"**), a Delaware corporation, organized and existing under the laws of Delaware, USA, with offices located at 990 Almanor Ave, Sunnyvale, CA 94085, and MegaChips Corporation (hereinafter referred to as **"Distributor"**), a Japanese corporation, organized and existing under the laws of Japan, with offices located at 1-1-1 Miyahara, Yodogawa–ku, Osaka, 532-0003 Japan.

Recitals

WHEREAS, Manufacturer is in the business of developing and selling Products (as defined in Exhibit A); and

WHEREAS, Distributor is in the business of acting as a distributor for Products (as defined in Exhibit A); and

WHEREAS, Manufacturer desires to appoint Distributor as an authorized distributor for the Products within the Territory (as defined in Exhibit B); and

WHEREAS, Distributor desires to become a distributor of Manufacturer's Products in the Territory (as defined in Exhibit B).

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1.0 DEFINITIONS

When used in this Agreement, each of the following terms shall have the meaning attributed to it below.

a. ***"Agreement"*** shall mean the terms set out in this distribution agreement, together with the attached exhibits and any subsequent amendments approved in writing by both Parties.

b. ***"Customer"*** shall mean end-users of the Products or other qualified distributors of the Products .

c. ***"Effective Date"*** shall mean the date on which the last signing Party hereto affixes their signature.

d. ***"Party or Parties"*** shall mean one or both of those companies as represented in the signature block of this Agreement

e. ***"Product"* or *"Products"*** shall mean those products listed in **Exhibit A**; Manufacturer may, in its sole discretion (i) change or add Products, (ii) abandon or discontinue the production of any Product, (iii) modify the design of or upgrade its Products or any part thereof, or (iv) change its service(s), warranty, or other policies regarding the Product upon Manufacturer giving prior written notice to Distributor. Distributor agrees to act hereunder in respect of such other products as fully as if they were originally named herein.

f. ***"Territory"*** shall mean the geographical areas listed in **Exhibit B**, expandable to other countries only upon mutual written consent by both Parties.

g. ***"Trademarks"*** shall mean those trademarks, service marks, and other proprietary words and symbols, which Manufacturer may designate in writing from time to time and under which Manufacturer markets or promotes the Product.

2.0 APPOINTMENT OF DISTRIBUTOR

2.1. Appointment. Subject to the terms of this Agreement, Manufacturer appoints Distributor as an authorized distributor of Manufacturer's Product(s) solely within the Territory set forth in Exhibit B, and Distributor accepts such appointment, as an independent, exclusive Distributor of Products within the Territory.

2.2. Nature of Relationship. The relationship of Manufacturer and Distributor established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint ventures, employees, agents or co-owners, or (iii) allow either Party to assume any obligation on behalf of the other Party for any purpose whatsoever. Specifically, Distributor has no right or authority to act for or bind Manufacturer in any respect or to make any representations or warranties, express or implied, on behalf of Manufacturer.

3.0 DISTRIBUTOR'S OBLIGATIONS

During the entire term of this Agreement, Distributor agrees to use its best efforts to accomplish the following:

3.1. Promotion and Sale of Product. Distributor shall fully and actively promote, market, and sell the Product to customers in the Territory, using best efforts to maintain and increase sales of the Product within the Territory.

3.2. Stocking. Distributor shall carry such stock of the Products at each authorized location as may be necessary to meet demand for the same in the Territory.

3.3. Forecasting. Distributor shall provide to Manufacturer a quarterly rolling forecast of Distributor's anticipated quantity requirements and shipment dates for such Products, which shall be updated at least monthly or as soon as commercially reasonable upon Distributor's discovery of any material information that may affect the prior forecast submitted to Manufacturer (the "Forecast"). The Forecast shall be prepared in Distributor's good faith judgment.

3.4. Facilities and Personnel. Distributor shall provide and maintain adequate sales facilities and sales personnel in accordance with industry best practices and reasonable standards that from time to time are established by mutual agreement of the Parties.

3.5. Reports. Distributor shall submit a written report to Manufacturer, on or before the expiration of fifteen (15) days after the end of each month, containing the following information:

(i) A sales report, which contains the names of all Customers that purchased Product, and quantity and revenue of all Product sold during the preceding calendar month.

(ii) An inventory report, which contains a listing by Product and/or part number with quantity of all Products in stock as of the end of the preceding calendar month.

3.6. Records. Distributor shall maintain a complete record of all sales of Products, showing Customer name, date of sale, Product model, and copies of all sales order acknowledgments and invoices for all Products. The records referred to in this Section, or copies thereof, shall be supplied to Manufacturer upon its request.

3.7. Customer Complaints. Distributor shall notify Manufacturer immediately of any complaints or problems concerning the Products or any misuse of the Products.

3.8. Notification of Infringement. Distributor shall notify Manufacturer immediately of any actual, suspected or alleged infringement of Manufacturer patents, trademarks or copyrights that it becomes aware of in the Territory.

3.9. Government Authorizations and Compliance with Laws. At its own expense, Both of Distributor and Manufacturer shall obtain and continue to maintain in good standing all licenses, permits and other governmental approvals and/or authorizations required in connection with this Agreement and the sale of Products in the Territory, including without limitation, export and import licenses and foreign exchange permits. Both of Distributor and Manufacturer shall fully comply with the relevant export administration and control laws and regulations (see Exhibit C), as may be amended from time to time, to ensure that the Products are not exported (directly or indirectly) in violation of laws of United States or Japan. Both of Distributor and Manufacturer shall keep Manufacturer apprised of the status of such licenses, permits and approvals/authorizations. Both of Distributor and Manufacturer shall also comply with the Foreign Corrupt Practices Act.

3.10. Expenses. Except as otherwise specifically provided in this Agreement, Distributor shall pay its own expenses in carrying out its obligations under this Agreement.

3.11. Audit and Inspection. No more than twice annually, upon reasonable prior written notice, Distributor shall permit Manufacturer, at Manufacturer's sole cost and expense, to (i) audit those records of Distributor which pertain solely and exclusively to purchases of Products under this Agreement from the previous twelve (12) months or from and after the last such audit, whichever period is shorter and which are located at Distributor's principal place and branch locations of business, and (ii) perform an inventory of all Products purchased hereunder by Distributor at each location; provided, however, that such audit and inventory are carried out at reasonable times and in a manner that will not disrupt or otherwise materially adversely impact the conduct of Distributor's business.

4.0 MANUFACTURER OBLIGATIONS

4.1. Marketing Materials. Manufacturer shall furnish to Distributor without charge a reasonable supply of price lists, sales literature, books, catalogs, specification sheets, promotional

plans and similar printed material and shall provide Distributor with such training, technical and sales support and assistance (including sales forecasting and planning assistance) as may be reasonably necessary, and requested by Distributor, to assist Distributor in effectively carrying out its activities under this Agreement.

4.2. Training. Manufacturer shall coordinate with Distributor to conduct training seminars either at Manufacturer's facilities or in the Territory as may be reasonably necessary to assist Distributor in supporting the Products.

4.3. Other Technical Support. Manufacturer shall provide Distributor with such other technical and sales assistance as may be reasonably necessary to assist Distributor in effectively carrying out its activities under this Agreement.

5.0 ORDERS

5.1. Orders are not accepted by Manufacturer unless acknowledged in writing. Manufacturer reserves the right to refuse any order from Distributor that does not meet published or approved price guideline or for any other terms not agreed to prior.

5.2. Unless otherwise agreed to, all orders will not be cancellable or reschedulable (with the exception of pull-ins) inside a thirty (30) day window from Manufacturer's most recently acknowledged ship date or Distributor's most recent request date, whichever is earlier.

5.3. Manufacturer, at its sole discretion, may require some products to be purchased as "30NR" or "NCNR". Products purchased as "30NR" shall have the same cancellation and rescheduling window as Section 5.2, but will NOT be eligible for return for any reason other than Warranty, price protection or stock rotation. Products purchased as "NCNR" shall be non-cancellable and will NOT be eligible for return for any reason other than Warranty, price protection or stock rotation. Manufacturer will consider both "30NR" and "NCNR" as final sale. Manufacturer will strive to give Distributor as much notice as possible before implementing these restrictions and require all purchase orders to clearly state the terms as either "30NR" or "NCNR" prior to order acceptance. After notification, Manufacturer will give Distributor a onetime thirty (30) day period to adjust inventory for parts moving to "30NR" or to adjust backlog and inventory for parts moving to "NCNR", with the provision that for parts moving from "30NR" to "NCNR", only a backlog adjustment will be allowed.

6.0 DELIVERY

All shipments will be EX Works Manufacturer's factory (Incoterms 2000) and shall be made in accordance with mutually acceptable shipping instructions. Orders issued by the Distributor will specify requested shipment dates. Manufacturer will use its commercially reasonable best efforts to ship according to the requested date. In the absence of specific agreed upon instructions, the shipping and packaging method shall be at the reasonable discretion of Manufacturer, provided that Manufacturer shall, consistent with sound business practice, select a method of shipping and packaging which is suitable for the Product. In the event of any error in delivery by the carrier, Manufacturer shall assist Distributor in tracing the shipment and obtaining delivery of the Products.

7.0 STOCK ROTATION

7.1. Within thirty (30) days after the end of each six (6) month period during the term of this Agreement (beginning with the Effective Date hereof), Distributor may return a quantity of Products to Manufacturer for credit provided that the total credit shall not exceed 5% of the net sales dollars invoiced by Manufacturer to Distributor during the said six (6) month period. The credit to be issued in respect of Products so returned shall be the actual net invoice price charged for same by Manufacturer to Distributor, less any prior credits granted by Manufacturer to Distributor for the said Product. All Products returned in accordance with this provision must be unused and in factory-shipped condition. Products so returned will be shipped freight collect. The foregoing return privilege shall be subject to the following:

i. Prior to returning any Product, Distributor must obtain a Return Authorization from Manufacturer, which shall be given to Distributor within thirty (30) days of request. All stock rotation requests must be submitted in writing.

ii. The Products must be returned in their original unopened packaging and must have been shipped within twenty-four (24) months of the stock rotation as determined by the invoice date.

iii. Distributor shall accompany all stock rotation requests with an offsetting purchase order for the replacement of Products. The total purchase of new Product shall be equal to or greater than the amount of the stock rotation.

8.0 PRICING

8.1. The Distributor shall purchase Products at prices set forth in Manufacturer's then-current price list. Such price list will be published by the Manufacturer and delivered to the Distributor on a quarterly basis and each such price list is incorporated into this Agreement by reference.

8.2. In the event of a price decrease, all new orders placed on or after the effective date of the price change shall be billed at the lower price.

8.3. Manufacturer shall notify Distributor in writing of a price increase at least thirty (30) days prior to the effective date of such increase. All orders for Product received and acknowledged by Manufacturer prior to the effective date of a price increase shall be shipped and billed according to the price prior to the announced price increase.

9.0 PAYMENT

9.1. Payment Terms. Distributor shall pay all current monthly invoices by the end of the following month of the respective invoice. Payment shall be made in US Dollars by wire transfer. Manufacturer shall provide its wire transfer information to Distributor for such payment and shall notify Distributor promptly of any changes thereto.

9.2. Taxes: Late Fees. Distributor will pay, indemnify and hold Manufacturer harmless from all charges including, without limitation, transportation charges, any sales, use, excise, ad

valorem, import, export, value-added or similar tax, or other tax or duty not based upon Manufacturers net income and all government permit fees, license fees, customs fees and similar fees, duties and other governmental assessments which Manufacturer may incur in connection with this Agreement and the performance of Manufacturer or Distributor's (or any Affiliate's) obligations hereunder. Any amounts that are not paid on or before such payment is due shall bear interest at a rate of one percent (1%) per month, calculated on the number of days such payment is delinquent, or if less, the maximum amount permitted by law. The foregoing shall in no way limit any other remedy available to Manufacturer.

10.0 PRODUCT CHANGES

10.1. Discontinued products. Manufacturer may, at its sole discretion, discontinue the manufacturer and/or sale of any Product. In the event of any such discontinuance, Manufacturer shall give Distributor at least one hundred and eighty (180) days prior written notice thereof. Distributor may, in its sole discretion, within sixty (60) days after receipt of such notice, notify Manufacturer in writing of Distributor's intention to return any or all Products in its inventory, which have been so discontinued. Manufacturer shall, within thirty (30) days after receiving Product so returned, issue to Distributor full credit for all such Product. Any such credit shall be in the amount of the actual net invoice price paid by Distributor for the discontinued Products less any prior credits. Products so returned shall be shipped freight collect.

10.2. Modification of products. Manufacturer shall give Distributor ninety (90) days prior written notice of all engineering modifications or product changes that will affect Products in Distributor's inventory if such changes materially affect form, fit, or function. Distributor agrees to promptly provide and pass on to its customers such product or engineering change notices that would affect Manufacturer's Products, which it sells or offers to sale. If these modifications preclude or materially limit Distributor inventory from selling once the engineering modifications are implemented, Manufacturer and Distributor shall cooperate to move the affected inventory through resale or repurchase. If after the above efforts, affected Products still remain in Distributor's inventory, Manufacturer agrees to replace it with equivalent value of upgraded Products. Manufacturer shall pay all freight and shipping charges in connection with any such returns or replacements.

11.0 INTELLECTUAL PROPERTY; USE OF TRADEMARKS

11.1. Intellectual Property. Distributor agrees that it will not modify any Products and will not remove Products from their internal shipping packaging in which such Products are delivered by Manufacturer. Distributor acknowledges that Manufacturer and its suppliers exclusively own, subject only to any rights or licenses expressly granted in this Agreement, (1) all designs, drawings, formulas or other data, photographs, samples, literature, and sales aids of every kind in connection with the Products and (2) all rights in the Products and the items specified in (1), including without limitation trademarks, trade names, patents, copyrights, maskwork rights, trade secrets, and other intellectual property rights throughout the world.

11.2. Use of Trademarks. Subject to the terms and conditions of this Agreement, Manufacturer hereby grants Distributor a non-exclusive, non-transferable, limited and revocable license to use the Trademarks. Distributor will only use the Trademarks in connection with the

advertising, promotion and distribution of the Product in the Territory and in accordance with Manufacturer standards, specifications and instructions provided to Distributor from time to time. Distributor will have no rights in the Trademarks except this limited right to use, and all of Distributor's use of the Trademarks will accrue to the benefit of Manufacturer. Distributor agrees that upon the expiration or termination of this Agreement for any reason, it will cease all use of the Trademarks, and destroy or return to Manufacturer all materials bearing any of the Trademarks. During the term of this Agreement and so long as Distributor is in full compliance of its obligations set forth in the Agreement, Manufacturer and Distributor authorize each other to utilize the World Wide Web in the advertising and promotion of products and authorize each other to hyperlink their respective websites.

12.0 CO-OP ADVERTISING

Co-op Advertising is not included in this Agreement at this time.

13.0 TERM

The term of this Agreement shall be for one (1) year ("Initial Term") commencing on the Effective Date hereof and shall automatically be renewed thereafter for an additional one (1) year period on each anniversary of the Effective Date hereof unless terminated by either Party upon written notice at least ninety (90) days prior to each consecutive anniversary date hereof.

14.0 TERMINATION

14.1. In the event of any breach or default by the other Party in any of the terms or conditions of this Agreement, and if such breach is not remedied within thirty (30) days from the date of notification thereof, the non-defaulting Party may immediately terminate this Agreement by giving written notice to the other Party.

14.2. In the event this Agreement is terminated by either Party, with or without cause, Manufacturer may, at its sole discretion, repurchase from distributor any and all unsold Products from its inventory at eighty five percent (85%) of the price paid by Distributor, to reflect a fifteen percent (15%) restocking fee, less any prior credits granted by Manufacturer on such products. Manufacturer shall pay all freight and shipping charges in connection with such repurchase. Manufacturer shall be required to repurchase only those Products that are in good merchantable condition (and in manufacturer's original packaging).

14.3. Within thirty (30) days after the termination of this Agreement for any reason, Distributor shall return and deliver to Manufacturer (a) all records and copies relating to the Products and sales, including those items referred to in Sections 3.5 and 3.6 of this Agreement, and (b) all documentation and copies thereof containing or concerning Manufacturer's Proprietary Information.. Distributor shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Upon termination of this Agreement for any reason, Distributor shall immediately cease using any materials which indicates it is an authorized distributor of Manufacturer and cease using any Manufacturer Proprietary Information, Trademark, logo, symbol or any mark or name confusingly similar thereto. Neither Party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from or incident to any termination or expiration of this Agreement in

accordance with the terms of this Agreement. Without limiting the foregoing, neither Party shall be entitled to any damages on account of prospective profits or anticipated sales. Distributor agrees to waive the benefit of any law or regulation providing compensation to Distributor arising from the termination or expiration of this Agreement and Distributor hereby represents and warrants that such waiver is irrevocable and enforceable by Manufacturer. All payments due to one Party by the other Party under this Agreement shall be paid in full immediately upon termination or expiration of this Agreement.

15.0 WARRANTIES AND REPRESENTATIONS

Manufacturer shall provide the following warranty for Products to be resold by Distributor under the terms of this Agreement:

15.1. Manufacturer represents and warrants to Distributor that the Products, for a period of one (1) year, will be free from defects in materials and workmanship and will operate in material conformance with Manufacturer's Documentation. This warranty period begins the date Products are shipped from the Distributor to its customer. The foregoing warranty does not apply to any Products and does not cover any damage or defect of a Product which are caused in whole or in part by (i) misuse or abuse including static discharge, neglect or accident, (ii) unauthorized modification or repairs which have been soldered or altered during assembly and are not capable of being tested by Manufacturer under its normal test conditions, (iii) improper installation, storage, handling, warehousing or transportation, or (iv) being subjected to unusual physical, thermal, or electrical stress. The warranties provided under this Section also do not cover damage or defects caused by a Force Majeure Event. Manufacturer's obligation for Products failing to meet this warranty shall be to replace or repair the nonconforming Product where within the warranty period (i) Manufacturer has received written notice of any nonconformity, and (ii) after Manufacturer's written authorization to do so, and the nonconforming Product has been returned to Manufacturer, and (iii) Manufacturer has determined that the Product is nonconforming and that such nonconformity is not a result of improper installation, repair or other misuse by the customer. Manufacturer shall bear the cost of freight and insurance to the point of repair for returned nonconforming goods to Manufacturer and for return of such goods from the point of repair to Distributor. The warranty on any replacement Product shall be the greater of ninety (90) days from the time of shipment or the remaining term of the original warranty. Distributor shall not give a Customer any warranty for the Products other than as set forth in Section 15.1 above. The foregoing is Distributor's sole and exclusive remedy, and Manufacturer's sole and exclusive liability, for any breach of the warranty specified in this section 15.1.

15.2. Each Party hereby represents and warrants to the other that: (a) it has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder and has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (b) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder (i) do not and will not conflict with or violate any requirement of applicable laws or regulations, and (ii) do not and will not conflict with, or constitute a default under, any contractual obligations of it.

15.3. Warranty Disclaimer. EXCEPT AS PROVIDED HEREIN, MANUFACTURER MAKES NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED OR

OTHERWISE, AND MANUFACTURER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR CUSTOM. NOTWITHSTANDING THE FOREGOING, MANUFACTURER DOES NOT EXCLUDE LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY LAW.

16.0 LIMITATION OF LIABILITY

IN NO EVENT WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, AND MANUFACTURER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE TO MANUFACTURER BY DISTRIBUTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

17.0 CONFIDENTIALITY

17.1. During the term of this Agreement and at all times thereafter, Distributor shall acknowledge as proprietary and keep confidential (i) all confidential or proprietary information covering Products and/or processes, including without limitation, markings, sale, business and technical information or specifications, engineering data, diagnostic software, price lists and customer lists, (ii) any information disclosed to Manufacturer by any third party which Manufacturer is obligated to treat as confidential or proprietary, (iii) any information pertaining to the business of Manufacturer or any of its customers, vendors, suppliers, consultants or affiliates, acquired or learned by Distributor during the term of this Agreement, or (iv) any other information designated by Manufacturer as confidential or proprietary. Distributor acknowledges that the information referred to in this Section 17.1 shall at all times remain the property of Manufacturer and shall be deemed furnished to Distributor in strict confidence. Distributor shall use such information only in connection with its obligations under this Agreement. Without limiting the foregoing, all books, documents, records and other material and information made known to Distributor by Manufacturer pursuant to this Agreement are hereby designated as confidential.

17.2. During the term of this Agreement and at all times thereafter, Manufacturer shall acknowledge as proprietary and keep confidential (i) any information disclosed to Distributor by any third party which Distributor is obligated to treat as confidential or proprietary, (ii) any information pertaining to the business of Distributor or any of its customers, vendors, suppliers, consultants or affiliates, acquired or learned by Manufacturer during the term of this Agreement, or (iii) any other information designated by Distributor as confidential or proprietary. Manufacturer acknowledges that the information referred to in this Section 17.1 shall at all times remain the property of Distributor and shall be deemed furnished to Manufacturer in strict confidence. Distributor shall use such information only in connection with its obligations under

this Agreement. Without limiting the foregoing, all books, documents, records and other material and information made known to Manufacturer by Distributor pursuant to this Agreement are hereby designated as confidential.

18.0 INDEMNIFICATION

18.1. Manufacturer's Indemnity Obligation. Manufacturer shall, at its expense, defend Distributor against any claim that Manufacturer's Products supplied hereunder infringes any [patents, copyright, trade secret, or trademark]. Manufacturer shall pay all reasonable costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, Distributor must: (a) give Manufacturer prompt written notice of any such claim, and (b) allow Manufacturer to control, and fully cooperate with Manufacturer in, the defense of such claim and all related settlement negotiations. In the event that Distributor bears the cost in cooperating with Manufacturer in the defense of such claim and all related settlement negotiations, Manufacturer shall reimburse to Distributor such cost. If such a claim of infringement is made, Manufacturer at its option, may obtain for Distributor the right to continue to use and market the Products, replace them with non infringing Products, or modify said Products so that they become non infringing. Manufacturer will not have liability for any such claim resulting from the use or combination of the Products with goods or services not provided by Manufacturer, or any modification or alteration of the Products. The foregoing is Distributor's sole and exclusive remedy, and Manufacturer's sole and exclusive liability, for any claim of infringement.

18.2. Distributor's Indemnity Obligation. Distributor agrees to indemnify and hold Manufacturer, its officers, directors, employees, successors, and assigns harmless from and against any and all losses, damages, or expenses of whatever form or nature, including reasonable attorneys' fees and other reasonable costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of Distributor or any of its directors, officers, employees, or agents, including but not limited to (i) breach of any of the provisions of this Agreement, (ii) negligence or other tortious conduct, (iii) representations or statements not specifically authorized by Manufacturer herein or otherwise in writing, or (iv) violation by Distributor (or any of its directors, officers, employees, or agents) of any applicable law, regulation, or order in or of the Territory or the United States.

19.0 ASSIGNMENT

Distributor may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without Manufacturer's prior written consent. Manufacturer may freely assign this Agreement in whole or in part. Any attempted assignment or transfer in violation of the foregoing will be void.

20.0 WAIVER

The failure of either Party to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such Party thereafter to enforce each and every such provision.

21.0 ENFORCEABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated, provided that the Agreement remains substantially capable of performance without adversely affecting the rights of the Parties.

22.0 NOTICES

Any notice or other formal communication required or permitted hereunder shall be sufficiently given, (i) when delivered personally, by fax (and confirmed by regular mail), or by courier service or express service, or (ii) [five (5) days] after the postmark date if mailed by certified or registered mail, postage prepaid, addressed to a Party at its address stated below:

Distributor	**Manufacturer**
MegaChips Corporation, 1-1-1 Miyahara, Yodogawa-ku Osaka, 532-0003 Japan	SiTime Corporation 990 Almanor Ave. Sunnyvale, CA 94085

23.0 ENGLISH LANGUAGE

This Agreement shall be made in the English language, which language shall be controlling in all respects, and all versions hereof in any language shall not be binding upon the Parties. All communications and notices to be made pursuant to this Agreement, including all Attachments and related documentation, shall be in the English language.

24.0 ENTIRE AGREEMENT

This Agreement supersedes all prior communications or understandings between Distributor and Manufacturer and constitutes the entire agreement between the Parties with respect to the matters covered herein. In the event of a conflict or inconsistency between the terms of this Agreement and those of any order, quotation, solicitation or other communication from one Party to the other, the terms of this Agreement shall be controlling.

25.0 COUNTERPARTS

This Agreement may be signed in two counterparts each of which shall be deemed to be an original, but which together will form a single Agreement as if both Parties had executed the same document.

26.0 AMENDMENT

This Agreement cannot be changed, modified or amended unless such change, modification, or amendment is in writing and executed by the Party against which the enforcement of such change, modification or amendment is sought.

27.0 PARAGRAPH HEADINGS

Paragraph headings and numbers have been inserted for convenience of reference only.

28.0 FORCE MAJEURE

Neither Party shall be responsible nor liable to the other Party for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts of God, acts of governments, wars, riots, strikes or other labor disputes, fire, flood, or other causes beyond the reasonable control of the nonperforming or delayed Party and without the negligence of such Party.

29.0 GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of Japan without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

30.0 DISPUTE AND ARBITRATIION

Any disputes concerning questions of fact or law arising from or in connection with the interpretation, performance, non-performance or termination of this Agreement including the validity, scope , or enforceability of this Agreement to Arbitrate shall be settled by mutual consultation between the Parties in good faith as promptly as possible, but if both Parties fail to make an amicable settlement, such disputes shall be settled by arbitration in Osaka, Japan in accordance with the applicable rules of Japan Commercial Arbitration Association. The award of the arbitrators shall be final and binding upon the Parties.

31.0 SURVIVORSHIP

All obligations and duties hereunder which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination hereof.

32.0 ATTORNEY’S FEES

In the event of any action, suit or proceeding relating to the enforcement or interpretation of this Agreement, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys’ fees and related costs from the non-prevailing Party.

IN WITNESS WHEREOF*, the Parties have caused this Agreement to be signed and accepted by their duly authorized representatives as of the day and year written below.*

DISTRIBUTOR	**MANUFACTURER**
MegaChips Coproration	**SiTime CORPORATION**
By: /s/ Kyoichi Kissei	***By:*** /s/ Mark A. Lunsford
Name: Kyoichi Kissei	***Name:*** Mark A. Lunsford
Title: Sr. Managing Director	***Title:*** EVP Sales - Worldwide
Date: April 1st, 2015	***Date:*** April 1, 2015

EXHIBIT A

PRODUCTS

All products listed in the most current Pricebook of SiTime Corporation, a Delaware corporation, with offices located at 990 Almanor Ave, Sunnyvale, CA 94085.

EXHIBIT B

TERRITORY

1. Distributor shall have exclusive distribution rights in the Territory listed below for all Products listed in Exhibit A.

The Territory shall include the following country:

Japan

EXHIBIT C

MegaChips Corporation acknowledges and agrees that the goods, software, and technology subject to this Agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. **MegaChips Corporation** will comply with these laws and regulations. **MegaChips Corporation** shall not, without prior U.S. government authorization, export, reexport, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List", "Unverified List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any software or any technology subject to this Agreement may not be exported, reexported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons

Confidential

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is made by and between;

SiTime Corporation, a company incorporated under the laws of the State of California, USA and having its principal place of business at 990 Almanor Avenue Sunnyvale, CA 94085 U.S.A, (hereinafter referred to as "SiTime"); and

MegaChips Corporation, a company incorporated under the laws of Japan and having its principal place of business at Shin-Osaka Hankyu Building, 1-1-1 Miyahara, Yodogawa-ku, Osaka, 532-0003 Japan (hereinafter referred to as "MegaChips");

in relation to the Distribution Agreement entered into as of <u>April 1st, 2015</u> by and between SiTime and MegaChips (the "Agreement").

1. SiTime and MegaChips agrees with the followings:

   i) Price of the product in relation to the Product which is sold by SiTime to MegaChips shall be set at ninety four percent (94%) of MegaChips' sales price to its customer;

   ii) The percentage mentioned in paragraph i) above shall be reviewed by the agreement of both Parties, considering the change of the function of both parties hereto in the Agreement and the result of the study of transfer price taxation.

   ii) Initial term of this MOU shall commence on the date as the last signature date indicated below and shall continue until March 31st, 2016. However, this Agreement will be automatically renewed and extended on year basis unless otherwise either party hereto provides the one (1) month prior written notice of non-renewal to the other party hereto by such expiry date.

2. Except as set forth in this MOU, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this MOU and the Agreement or any earlier amendment, the terms of this MOU will prevail.

IN WITNESS WHEREOF, this MOU has been executed by the parties on the last signature date indicated below.

SiTime Corporation:

By: /s/ Mark A. Lunsford
Print Name: Mark A. Lunsford
Title: EVP Sales Worldwide
Date: April 1, 2015

MegaChips Corporation:

By: /s/ Kyoichi Kissei
Printed Name: Kyoichi Kissei
Title: Sr. Managing Director
Date: April 1st, 2015

Confidential

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is made by and between;

SiTime Corporation, a company incorporated under the laws of the State of California, USA and having its principal place of business at 5451 Patrick Henry Drive Santa Clara, CA 95054 U.S.A, (hereinafter referred to as "SiTime"); and

MegaChips Corporation, a company incorporated under the laws of Japan and having its principal place of business at Shin-Osaka Hankyu Building, 1-1-1 Miyahara, Yodogawa-ku, Osaka, 532-0003 Japan (hereinafter referred to as "MegaChips");

in relation to the Distribution Agreement (the "Agreement") and Memorandum of Understanding (the "Former MOU"), both entered into as of April 1st, 2015 by and between SiTime and MegaChips:

1. SiTime and MegaChips agrees with the followings:

   i) Price of the product in relation to the Product which is sold by SiTime to MegaChips shall be set at ninety six percent (96 %) of MegaChips' sales price to its customer;

   ii) The percentage mentioned in paragraph i) above shall be reviewed by the agreement of both Parties, considering the change of the function of both parties hereto in the Agreement and the result of the study of transfer price taxation.

   iii) Initial term of this MOU shall commence on the date as the last signature date indicated below and shall continue until December 31st, 2019. However, this Agreement will be automatically renewed and extended on year basis unless otherwise either party hereto provides the one (1) month prior written notice of non-renewal to the other party hereto by such expiry date.

2. The Former MOU shall expire concurrently with the execution of this MOU.

3. Except as set forth in this MOU, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this MOU and the Agreement or any earlier amendment, the terms of this MOU will prevail.

IN WITNESS WHEREOF, this MOU has been executed by the parties on the last signature date indicated below.

SiTime Corporation:

By: /s/ Bruce P. Potvin
Print Name: Bruce P. Potvin
Title: Vice President Global Sales
Date: January 1, 2019

MegaChips Corporation:

By: /s/ Sadahiro Kan
Printed Name: Sadahiro Kan
Title: GM, Sales Dep., Application Technology Dev. Div.
Date: January 1, 2019

Integration and Purchase Agreement

This Integration and Purchase Agreement (hereinafter the "Agreement") is entered into as of **March 15, 2019** (the "Effective Date"), by and between **SiTime Corporation,** a Delaware corporation, having its principal place of business at 5451 Patrick Henry Drive, Santa Clara, California 95054, ("**SiTime**" or "**Seller**") and **MegaChips Corporation,** a Japanese corporation, having its registered address at: 1-1-1, Miyahara, Yodogawa, Osaka 532-0003, Japan, ("**MCC**" or "**Buyer**"). Buyer and Seller each may be referred to individually as a "Party" or collectively as the "Parties."

1 RECITALS

WHEREAS, Buyer is engaged in, among other things, the business of developing, designing, manufacturing and selling integrated circuits and wafers in the semiconductor marketplace;

WHEREAS, Seller is engaged in, among other things, the business of designing and manufacturing oscillators, timing chips, and MEMS resonators;

WHEREAS, Buyer desires to design, develop, and produce (a) product line(s) (as defined in Exhibit B) that incorporate Buyer's CMOS die and SiTime's MEMS Resonator (as defined in Exhibit A); and WHEREAS, the Parties desire to enter into an agreement whereby Seller will supply to Buyer (1) certain Resonators for use in Buyer's products and (2) a license to use certain Circuits with the Resonator;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

2 Scope of Agreement

2.1 This Agreement applies solely to the supply of Seller's MEMS resonator die product (the "Resonator") as described in Exhibit A and a license to use Seller's proprietary circuits (the "Circuits") as described in Exhibit E with the Resonator. Additional Seller MEMS resonators may be added to this Agreement by applicable amendments executed by the Parties, setting forth any terms and conditions specific to such additional resonators. Consistent with the rights granted in Section 15.3, Buyer's use of the Resonator, the Circuits, and corresponding documentation is limited solely to the integration of the Resonator, or the Resonator and the Circuits into Buyer's product family as specified in Exhibit B. While the Resonator can be used with any of Buyer's product under the conditions specified in Exhibit B, the Circuits can only be used in conjunction with a corresponding instance or instances of the Resonator. The Parties may subsequently agree to extend the terms and conditions of this Agreement to the supply of new resonator products and/or integration of the Resonator into other Buyer products by executing additional written amendments hereto, expressly setting forth such intent and any additional or unique terms and conditions.

3 Term of Agreement

3.1 This Agreement shall begin on the Effective Date and shall continue until **March 15, 2025,** unless terminated earlier in accordance with Section **17** (the "Initial Term"). After the initial term, this Agreement shall automatically renew until either Party decides to terminate the agreement for convenience as described in Section 17.1.

4 Exclusivity and Technology Access Fee

Section intentionally deleted.

5 Non Recurring Expenses

Circuit License and Support Fee. Buyer shall pay a one-time lump sum integration license fee (the "Payment") to SiTime in the amount of $200,000; provided, that SiTime shall deliver to Buyer the following deliverables by March 22, 2019:

a) Top level database (item 1 in Exhibit E)

b) Bandgap and level shifter high temp fix schematic (items 2 and 3 in Exhibit E)

c) MHz PLL database (item 4 In Exhibit E)

The Payment is nonrefundable and shall be due within thirty (30) days of Buyer's receipt of Seller's invoice; provided, that Seller shall place an invoice therefore by March 29, 2019 JST.

The support provided to Buyer by Seller under this Agreement will be for Buyer's test chip development as described in the scope of work in Exhibit D. Support outside the scope of this agreement will be invoiced by Seller to Buyer at a rate of $1,500 per man-day plus expenses; provided, that the total amount Buyer needs to pay for such support must be mutually confirmed before such invoicing by and between Buyer and Seller.

6 PRICING AND PAYMENTS

6.1 Accepted Pricing. During the Initial Term, all of Buyer's Purchase Orders (as defined in Section 9.1) for Resonators that are accepted by Seller shall be billed at the prices set forth in the Exhibit A to this Agreement. During the Initial Term, Seller may negotiate new pricing in good faith triggered on a greater than 20% increase in Seller's total cost.

6.2 Full Wafer Increments. Buyer acknowledges that Seller will ship Resonators to Buyer in full wafer increments, and therefore Buyer and Seller agree that Seller will deliver to Buyer a number of wafers with no less than the quantity of Resonators ordered by Buyer on a given Purchase Order (for clarity, SiTime shall deliver no more than one additional wafer beyond that necessary to meet the product quantity ordered by Buyer on a given Purchase Order). Buyer acknowledges and agrees that any excess Resonators so delivered shall be invoiced and paid for in accordance with this Section 6. Minimum order quantities are defined in Exhibit A.

6.3 Billings. All billings for any services in addition to those provided in Exhibit D provided under this Agreement will be at the price indicated on the Seller's official quote, based on the fixed man-day rate specified in Section 5, and shall be paid for in accordance with this Section 6.

6.4 Taxes. Unless otherwise specified or required by law, all prices will be quoted and amounts billed exclusive of International duties, foreign taxes, US Federal, US State, and local excise, sales and similar taxes ("Taxes"). Any such Taxes imposed by any governmental authority on, or measured by, the transactions between Seller and Buyer shall be paid by Buyer in addition to the prices invoiced, except: (i) taxes on the net income or net worth of Seller (but excluding any withholding taxes), and (ii) Taxes for which Buyer has provided to Seller prior to shipment a certificate of exemption acceptable to both Seller and the appropriate taxing authority.

6.5 Payment. Term of payment shall be net thirty (30) days from the date Buyer receives Seller's invoice. All payments by Buyer shall be made without deductions based on any taxes or withholdings. Seller reserves the right to require payment in advance or C.O.D (Cash On Delivery) and otherwise to modify credit terms based on the financial condition of the Buyer; provided, that the Parties shall agree in advance to the detailed condition for Seller actually executing such reserved right. The foregoing shall in no way limit an/ other remedy available to Seller.

7 FORECAST

Starting in the Initial Term, Buyer shall provide Seller with a non-binding twelve (12) month rolling forecast, as a reference for Seller, of the Buyer's projected monthly demand for Resonators (the "Forecast"). These Forecasts will be provided quarterly before first mass production start and monthly after first mass production start. These Forecasts are provided on a non-binding basis for planning purposes only and do not constitute any commitment to purchase or obligation to supply.

8 LEAD TIMES

The manufacturing lead time for Resonators is one hundred (100) days after the date of Seller's acceptance of a Purchase Order (the "Lead Time"). Lead Time may increase if ordered quantities are significantly above the average of the preceding six months of Buyer's Forecast.

9 PURCHASE ORDERS

9.1 **General.** Buyer shall purchase Resonators by issuing a written or electronic purchase order signed (or sent in the case of an electronic order) by an authorized representative of Buyer (a "Purchase Order"). All Purchase Orders are subject to approval and acceptance by Seller. Seller shall accept or reject such Purchase Orders within three (3) business days from receipt thereof. Any Purchase Order is deemed to be accepted by Seller unless Seller provides any rejection in writing to such Purchase Order within a three (3) business day period. Unless explicitly accepted by Seller in writing, all terms contained in Buyer's purchase order that contradict or supplement the terms in this Agreement are hereby rejected.

9.2 **Last Time Buy.** Buyer may also submit a Purchase Order to Seller representing Buyer's last time buy of Resonators from Seller as described in this Section 9.2 ("Last Time Buy Order") upon Seller's end-of-life of such Resonator or, if this Agreement is terminated under Section 17.1, upon the termination of this Agreement. Unless otherwise agreed to by both Buyer and Seller, the Last Time Buy Order s limited to the greater of (a) four (4) times the amount of Resonators actually purchased by Buyer in the quarter immediately preceding the submission of such Last Time Buy Order, or (b) the amount of Resonators actually purchased by Buyer in the twelve (12) months immediately preceding the date of submission of the Last Time Buy Order. Seller agrees that Buyer may place the Purchase Order for such Last Time Buy below MOQ.

(i) If Seller elects to end-of-life or otherwise permanently cease selling Resonators and not make available to Buyer a reasonably suitable replacement product, then Seller shall as soon as reasonably possible, but in no event less than twelve (12) months before the end-of-life date, notify Buyer in writing and provide Buyer the opportunity to submit a Last Time Buy Order. Such Last Time Buy Order shall be placed at least five (5) months prior to the end-of-life date for delivery within the following twelve (12) months, or for such longer period as may be agreed in writing signed by the Parties.

(ii) If either Party elects to terminate this Agreement under Section 17.1, Buyer may place Purchase Orders up to the date of termination and may also submit a Last Time Buy Order; provided that such Last Time Buy Order is submitted at least five (5) months prior to the date of termination of this Agreement for delivery within the twelve (12) months immediately following the effective termination date, or for such longer period as may be agreed in writing signed by the Parties.

10 DELIVERY DATE

Delivery Dates (as defined below) will be set forth in the Purchase Order placed by Buyer based on Seller's Lead Time for the Resonators. "Delivery Date" shall mean the date set forth by Seller in Seller's acknowledgment of Purchase Order acceptance for delivery of Resonators to Buyer at Seller's factory (or its contract manufacturer's facility) as further specified in Section 11 below. If the Delivery Date in the Purchase Order acknowledgement to Buyer cannot be met, then Seller shall as soon as possible notify Buyer of the late delivery and will propose a revised Delivery Date, on the basis of discussions with Buyer.

11 SHIPPING, TITLE AND DELIVERY

Unless otherwise agreed to in writing by Seller, all sales are made EX Works Seller's factory or its contract manufacturer's facility in accordance with INCOTERMS 2010. Title to the Resonators passes to Buyer, and Seller's liability to deliver ceases, when Seller places the goods at the disposal of Buyer at Seller's or its contractor manufacturer's factory in good condition. Claims against Seller for shortages must be made within thirty (30) days after the date of delivery. Seller assumes no responsibility for delay, breakage or damage after the delivery of the ordered Resonators to Buyer or its agent designated by Buyer at the premises of Seller or its contract manufacturer.

12 ACCEPTANCE

The Buyer shall accept or reject nonconforming Resonators within thirty (30) days after the date of delivery. Failure to notify Seller in writing of nonconforming products within such period shall be deemed an unqualified acceptance. To receive credit for the return of goods rightfully rejected by Buyer, Buyer must complete a Return Material Authorization (RMA) form which documents the cause of rejection or non-acceptance of the Resonators. Buyer may reject Resonators solely if such Resonator (i) fails to conform to Seller's product warranty as set forth in Section 14 below, (ii) fails to comply with the Quality Standards set forth in Exhibit G) or General Purchase Specification, (iii) exceeds the quantities ordered by Buyer, (iv) is an incorrect product, or (v) has visible damage noticed by Buyer during incoming inspection.

13 CANCELATION AND CHANGES OF PURCHASE ORDERS

13.1 **Rescheduled Purchase Orders.** Except for Last Time Buy Orders, Buyer may reschedule any Purchase Order up to one hundred (100) days before the Delivery Date by providing Seller with written notice, which will take effect immediately upon receipt and acknowledgement by Seller. In the event the Delivery Date of any Purchase Order is rescheduled or delayed by Buyer more than one hundred (100) days, Seller may cancel the Purchase Order and the terms of Section 13.2 will apply.

13.2 **Cancellation of Purchase Orders.** Buyer may cancel any Purchase Order placed hereunder, in whole or in part, prior to shipment for its sole convenience, by giving written notice of cancellation to Seller. If the cancellation occurs after the Seller has begun to incur costs for the wafer lot related to the cancelled Purchase Order, Buyer shall be invoiced by Seller as per the calculation by the Cancellation Charge Rate set forth in the following table and the price described on the Purchase Order actually issued by Buyer, or per using the nominal die per wafer value in Exhibit A, if there is no Purchase Order placed by Buyer, to calculate the purchase price of each cancelled wafer:

[Cancellation Charge Rate]

Notice of Purchase Order Cancellation	Cancellation Charge
P/O Obtained ~ Before Wafer Start	0% of purchase price
Wafer Start ~ Zero Mark	30% of purchase price
RT Etch ~ HF Release	50% of purchase price
EpiSeal ~ PCM Test	80% of purchase price
Water Test Step ~ Pre-Shipment	100% of purchase price

14 LIMITED WARRANTY AND DISCLAIMER

14.1 Limited Warranty. Seller warrants that the Resonators delivered to Buyer shall in normal use conform in all material respects to Seller's final specifications agreed upon by the Parties for the Resonators and set forth in Exhibit F for a period of one (1) year plus thirty (30) days following the Delivery Date (the "Warranty Period"). Seller shall not make changes to any specifications for the Resonators, or any changes to the process characteristics, that affect form, fit or function without Buyer's prior written consent, which shall not be unreasonably withheld. The foregoing warranty does not cover any nonconformity of, damage to, or defect in any Resonator that is caused in whole or in part by Buyer's: (i) misuse or abuse including static discharge, neglect or accident, (ii) unauthorized modification or repairs, (iii) soldering or alteration during assembly such that the Resonators are not capable of being tested by Seller under its normal test conditions, (iv) improper installation, storage, handling, warehousing or transportation, or (v) being subjected to unusual physical, thermal, mechanical, vibrational, or electrical stress. Buyer shall cooperate in good faith, and provide all reasonable assistance necessary, to enable Seller to make a final determination as to the existence or cause of any alleged defect. Buyer acknowledges and agrees that this limited warranty shall not apply to Seller products or units identified as "Pre-production" units, which Buyer agrees are delivered "AS IS" and without any warranty, or right to recourse or credit of any kind whatsoever against Seller.

14.2 Disclaimer of Warranties. THE FOREGOING WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW. STATUTORY OR OTHERWISE. INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AS WELL AS ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE, WITH RESPECT TO THE RESONATORS, ANY OTHER SELLER PRODUCT OR SERVICE, AND ANY PRODUCT DOCUMENTATION.

14.3 EXCLUSIVE REMEDY. SELLER'S SOLE OBLIGATION TO BUYER HEREUNDER FOR RESONATORS FAILING TO MEET THE LIMITED WARRANTY STATED ABOVE AND BUYER'S EXCLUSIVE REMEDY SHALL BE, AT SELLER'S DISCRETION ON THE BASIS OF BUYER'S DEMAND, TO REPLACE THE NONCONFORMING RESONATOR OR ISSUE BUYER CREDIT FOR THE PURCHASE PRICE PAID TO SELLER FOR THE NONCONFORMING RESONATOR. This remedy is available only where within the Warranty Period: 1) Buyer provides Seller with written notice of the nonconformity, and 2) after Seller's written authorization to do so, Buyer returns (in accordance with the schedule agreed to by the Parties) the nonconforming Resonator to Seller, freight prepaid, and 3) Seller has determined that the Resonator is nonconforming and that such nonconformity is not a result of any of the exclusions identified in Section 14.1 above. In no case are Resonators to be returned without first obtaining permission and a customer return order number from Seller, which Seller agrees to not unreasonably withhold. Notwithstanding the foregoing, in the case where the Resonator's nonconformity causes Buyer's cost, such cost will be compensated by Seller to Buyer; provided, however, that such Seller's liability will be limited in accordance with Section 19. UNLESS OTHERWISE AGREED BETWEEN SELLER AND BUYER, SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER

PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF ITS RESONATORS OR OTHER PRODUCTS AND SERVICES AND SELLER MAKES NO WARRANTY WHATSOEVER FOR PRODUCTS NOT MANUFACTURED OR SERVICES NOT PROVIDED BY SELLER.

14.4 BUYER'S RESPONSIBILITY. The Parties acknowledge and agree that Buyer has the sole responsibility for final test and calibration of the Resonators, which includes proper design for testing of the ASICs and that the final test and calibration detect failures that are caused by, or attributable to, Buyer, its agents or contractors during further processing and handling of the Resonators after Sellers outgoing inspection. This includes (but is not limited to) storage, packaging, test and calibration at Buyer's factories and/or foundries. Seller shall not be responsible for any failures that should have been detected by Buyer's inline tests (SPC), at packaging, at final test and/or calibration. The Parties acknowledge and agree that the MEMS Resonators contain free standing, released mechanical structures with the purpose to oscillate in a controlled fashion during proper operation. Common process steps such as (but not limited to) backgrinding, dicing, wire bonding, molding, package singulation, megasonic cleaning can destroy or induce failures of the structures if improper process parameters are used.

15 INDEMNIFICATION; INTELLECTUAL PROPERTY

15.1 Seller's Indemnification of Buyer: Subject to the limitations herein, Seller will defend any suit or proceeding brought against Buyer to the extent it is based on a claim brought by a third party that the Resonator or Circuit furnished hereunder constitutes an infringement of the third party's U.S., Canada, Germany, France, Italy, Switzerland, United Kingdom, or Japan patent, copyright or trade secret (a "Claim"). Seller's obligations are subject to Seller being notified promptly in writing and given full and complete control, authority, information and assistance (at Seller's expense) for defense of the Claim. Seller will pay damages and costs awarded against Buyer in such Claim, but shall not be responsible for any compromise or settlement made without its consent. In providing such defense, or in the event that such Resonator or Circuit is held to constitute infringement and the use of the Resonator or Circuit is enjoined. Seller, in its discretion, shall procure the right for Buyer to continue using such Resonator or Circuit, or modify it so that it becomes non-infringing, or accept its return and grant Buyer a credit for the depreciated value thereof. Seller's obligations under this Section 15.1 do not apply to the Seller Claim described in Section 15.2. The foregoing remedy is exclusive and constitutes Seller's sole obligation for any claim of intellectual property infringement arising hereunder.

15.2 Buyer's Indemnification of Seller: Subject to the limitations herein, Buyer will defend any suit or proceeding brought against Seller to the extent it is based on a claim brought by a third party that (1) Buyer's Product design, specification and/or instruction, or (2) Buyer's use of any Resonator or Circuit in combination with other products, or (3) a manufacturing process of Buyer's Product, constitutes an infringement of any U.S., Canada, Germany, France, Italy, Switzerland, United Kingdom, or Japan patent, copyright or trade secret (a "Seller Claim"). Buyer's obligations are subject to Buyer being notified promptly in writing and given full and complete control, authority, information and assistance (at Buyer's expense) for defense of the Seller Claim. Buyer will pay damages and costs awarded against Seller in such Seller Claim, but shall not be responsible for any compromise or settlement made without its consent. The foregoing remedy is exclusive and constitutes Buyer's sole obligation for any claim of intellectual property infringement arising hereunder.

15.3 Intellectual Property Rights.

(a) Seller's Intellectual Property Rights. Seller owns all right, title and interest in all Intellectual Property Rights in and relating to the Resonators described in Exhibit A, the Circuits described in Exhibit E, and any improvements or modifications

made by Seller thereof. Except as otherwise expressly stated herein, the sale of such Resonators does not convey any license by implication, estoppel or otherwise covering such Intellectual Property Rights, the Resonator themselves, or any combinations of the Resonator with other equipment data or programs. Seller retains the copyright and trademark rights in all documents, catalogs and plans supplied to Buyer pursuant to or ancillary to the sale of Resonators or services by Seller. Seller hereby grants to Buyer a royalty-free, world-wide, non-transferable, non-exclusive, irrevocable (except as otherwise set forth in this Agreement) license (i) to use, have used, sell, lease or otherwise transfer the Resonators purchased and Circuit received by Buyer from Seller under this Agreement solely as part of Buyer's Products specified in Exhibit B; and (ii) to use and incorporate the MEMS process details set forth in the Integration Documentation (as defined in Section 16) solely as part of Buyer's Products as specified in Exhibit B and solely for use in conjunction with the Resonators purchased by Buyer from Seller.

(b) **Buyer's Intellectual Property Rights.** Buyer owns all right, title and interest in all Intellectual Property Rights in and relating to the Buyer's Products as specified in Exhibit B being designed and developed by Buyer, and any improvements or modifications thereof, excluding the Resonators, the Circuits, and all Intellectual Property Rights therein which are owned by Seller as described in the provision above. To the extent Buyer creates or improves any technology of the Resonators or the Circuits or of any of Seller's Intellectual Property Rights that has an impact on the performance or function of the Resonator (an "Improvement"), Buyer hereby grants to Seller a royalty-free, perpetual, world-wide, non-exclusive, irrevocable right and license to use, have used, sell, offer for sale, import, make, have made, reproduce, distribute, lease, or otherwise transfer, each directly and indirectly, the Improvement. Circuit layout implementation such as GDS will not be considered an Improvement under this agreement.

(c) **Jointly Owned Intellectual Property Rights.** Buyer and Seller shall jointly own all patents, copyrights, trade secrets, know-how and other forms of intellectual property conceived or perfected jointly such that the Parties qualify as joint owners under the applicable intellectual property statutes ("Jointly Owned IP") and each Party hereby assigns to the other Party a one-half, undivided interest in the Jointly Owned IP. Any Patents (as defined below) or other registered rights issuing thereon shall be owned jointly. Each Party has the right to independently exercise any and all rights of ownership without accounting to the other Party. Each party shall have the right to apply for registration of any Jointly Owned IP without the need for the consent of the other Party; provided that if the other Party does not consent, the non-consenting Party will not share in the costs of such prosecution. Each Party will have the right to enforce the Jointly Owned IP without the consent of the other party; provided that the non-consenting Party will not share in any damages, settlements, or awards resulting from such enforcement action. The foregoing rights relating to any Jointly Owned IP specifically excludes and is subject to a Party's rights in and to any pre-existing Intellectual Property Rights.

(d) **Definition.** ***"Intellectual Property Rights"*** shall mean any and all interest or right protectable under the law of any country (including all statutory and/or common law rights throughout the world) as to any form of the following: (i) all patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof ("Patents"); (ii) all inventions (whether patentable or not), invention disclosures and improvements, trade secrets, proprietary information, know-how and technology; (iii) all works of authorship, "moral rights", copyrights, and copyright registrations and applications; (v) all industrial designs and any registrations and applications therefore; (vi) any similar, corresponding or equivalent rights to any of the foregoing; and (vii) all trade names, logos, trademarks and service marks, trademark and service mark registrations and applications.

16 CONFIDENTIALITY

Each party (the "discloser") may from time to time during the term of this Agreement disclose to the other party (the "recipient") certain information regarding the discloser's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). The discloser will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The discloser will identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information to the recipient within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the following shall be deemed the Confidential Information of Seller: All MEMS process details including but not limited to process flow, process specification, and process tools used, resonator or circuit design, design features and resonator or circuit specifications, design for test IP and know how (circuit and MEMS related) and specifications thereof (collectively, the "Integration Documentation"). At a minimum, the recipient (i) agrees to maintain such Confidential Information in strict confidence and to limit disclosure of such Confidential Information on a 'need to know basis' (as further described in this Section 16), (ii) shall take all reasonable precautions to prevent unauthorized disclosure of such Confidential Information, and (iii) shall treat such Confidential Information as it treats its own information of a similar nature, but with no less than reasonable care. The foregoing obligations shall continue to apply until such Confidential Information becomes rightfully available to the public through no fault of the recipient. The recipient will have no obligation to maintain the confidentiality of any Confidential Information that is independently developed by recipient without access to, or use of, the discloser's Confidential Information. In addition, the recipient will be allowed to disclose Confidential Information of the discloser solely to the extent that such disclosure is (A) approved in writing by the discloser; (B) necessary for the recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (C) required by law or by the order or a court of similar judicial or administrative body, provided that the recipient notifies the discloser of such required disclosure promptly and in writing and cooperates with the discloser, at the discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Neither Party shall disclose to any third party (except the other Party's employees and contractors, on a need to know basis) the other Party's Confidential Information without such other Party's prior written consent. Each Party shall ensure that all of its contractors who may have access to the other Party's Confidential Information are bound by written agreements containing restrictions on use and disclosure substantially similar to the confidentiality restrictions contained in this Agreement before being provided access to such Confidential Information. The Parties shall not use any of the other Party's Confidential Information for purposes other than those purposes that are necessary to directly further the purposes of this Agreement and, more specifically, Buyer shall not use any of SiTime's Integration Documentation for any purpose other than for the integration of the Resonators purchased and Circuit received by Buyer from Seller into Buyer's Products as defined in Exhibit B. Employees and contractors of each of the Parties who access the other Party's facilities may be required to sign a separate access agreement consisting of reasonable terms and conditions to protect the accessed Confidential Information prior to admittance to such facilities. Upon the earlier of (a) termination of this Agreement; and (b) request by the disclosing Party, each Party will return to the other Party all Confidential Information (including copies thereof) of the other Party, or, pursuant to the other Party's written instructions, destroy all materials in its possession containing Confidential Information of the other Party, and provide a certificate of destruction. Returned Confidential Information shall be shipped freight collect.

17 TERMINATION

17.1 Termination for Convenience. Subject to the terms herein, either Party may terminate this Agreement, in whole or in part, upon providing at least ninety (90) days advance written notice with reason to the other Party. Seller's right to exercise its termination rights under this Section 17.1 shall not be available until the end of the Initial Term or the conditions of Section 6.1.

17.2 **Termination for Cause.** Either Party may suspend its performance and/or terminate this Agreement or any Purchase Order immediately upon written notice to the other Party at any time if:

(i) The other Party is in material breach of any warranty, term, condition or covenant of this Agreement, other than those contained in the confidentiality terms in Section 16 of this Agreement, and fails to cure that breach within thirty (30) days after written notice of that breach;

(ii) The other Party breaches the confidentiality terms in Section 16 of this Agreement; or

(iii) The other Party: (a) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (b) admits in writing its inability to pay its debts or perform its obligations as they mature; (c) dissolves, liquidates, or ceases to conduct business; or (d) makes an assignment for the benefit of creditors.

17.3 **Effect of Termination**

(i) Upon expiration or termination of this Agreement for any reason on Buyer’s circumstance. Buyer shall pay for all services performed through the effective date of expiration or termination, including any service completed by Seller thereafter at Buyer’s request. Provided that this Agreement is not terminated pursuant to Section 17.2, Seller shall deliver Resonators for which Purchase Orders were received prior to the date of expiration or termination. Buyer shall pay Seller, as described in this Agreement, for all Resonators delivered prior to or after the effective date of expiration or termination of this Agreement.

(ii) Promptly upon the termination of this Agreement for any reason, the Parties shall return to the other Party or destroy any and all Confidential Information in accordance with Section 16, provided, however, that Buyer may retain a copy of all specifications, models, as-built drawings or information, and other technical data provided by Seller to Buyer for the sole purpose of enabling Buyer to support the Resonators incorporated into Buyer’s Products as defined in Exhibit A. All such information shall remain subject to the terms and conditions of this Agreement including, without limitation. Section 16.

(iii) The following Sections shall survive any termination or expiration of this Agreement: 6 (“Pricing and Payment”), 14 (“Limited Warranty and Disclaimer”), 15 (“Indemnification; Intellectual Property”), 16 (“Confidentiality”), 17.3 (“Effect of Termination”), 18 (“Contingencies”). 19 (“Limitation of Liability”), 20 (“Controlling Law”), 22 (“Dispute Resolution”), 23 (“General Legal”), 24 (“Import/Export”), and 25 (“Critical Use Exclusion Policy”).

18 CONTINGENCIES

Neither Party shall be responsible for any delays or failure to perform due to unforeseen circumstances or due to any cause beyond such Party’s reasonable control. Examples of such causes are acts of war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, labor or materials or any other causes beyond Seller’s reasonable control. In the event of any delay caused by such contingency, the Delivery Date will be deferred for a period equal to the time of loss by reason of the delay and any necessary minimum recovery time acceptable to Buyer.

19 LIMITATION OF LIABILITY

EXCEPT FOR A PARTY’S BREACH OF SECTIONS 15.3 (“INTELLECTUAL PROPERTY RIGHTS”) OR 16 (“CONFIDENTIALITY”), AND FOR SELLER’S OBLIGATIONS UNDER SECTION 15.1 (“SELLER’S INDEMNIFICATION OBLIGATIONS”) AND BUYER’S OBLIGATIONS UNDER SECTION 15.2 (“BUYER’S

INDEMNIFICATION OBLIGATIONS), (A) EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER, OR FOR ANY BREACH OF, THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID OR OWED BY BUYER FOR ALL OF ITS PURCHASES OF THE RESONATORS HEREUNDER UP TO A MAXIMUM OF THREE MILLION DOLLARS ($3,000,000); AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, STRICT LIABILITY, BREACH OF CONTRACT, REPUDIATION OF CONTRACTS, NEGLIGENCE, PRODUCTS LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERABLES OR PERFORMANCE. THIS SECTION LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON OR DEATH TO FIFTEEN MILLION DOLLARS ($15,000,000). THIS SECTION 19 DOES NOT LIMIT BUYER'S OBLIGATION TO PAY FOR ALL SERVICES AND RESONATORS PROVIDED BY SELLER TO BUYER UNDER THIS AGREEMENT.

20 CONTROLLING LAW

The terms and conditions contained herein shall be governed by and construed under the laws of the State of California without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

21 SECURITY

Reserved.

22 DISPUTE RESOLUTION

The Parties shall use their best efforts to amicably resolve any dispute or claim arising out of or in connection with any terms and conditions contained herein. If the Parties are unable to resolve such dispute or claim, such disputes or claim will be finally and exclusively resolved by arbitration in Santa Clara, California, USA through the service of the International Chamber of Commerce (ICC) in accordance with the applicable international arbitration rules of ICC. The Parties hereby agree to expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

23 GENERAL LEGAL

23.1 The prevailing Party in any legal action brought by one Party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorneys' fees.

23.2 Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer. Seller may decline to make further shipments. If Seller elects to continue to make shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for such default.

23.3 This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes all previous communications, whether oral or written. Any changes to this Agreement must be made only upon mutual agreement of the Parties in writing. The terms and conditions of this Agreement exclusively govern all quotations, Purchase Orders and sales hereunder.

23.4 In the event that any section of this Agreement is deemed unenforceable, the remaining sections shall remain in force.

23.5 The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, reseller, distributor, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither party shall have the right to bind or obligate the other party

24 IMPORT/EXPORT

24.1 Buyer agrees to comply with all applicable laws and regulations of the United States and of the destination country. Buyer shall not sell, transfer, export or re-export Seller products or technical information without the applicable U.S. Government authorization, and Buyer will immediately notify Seller if Buyer is listed on the Denied Persons List or its export privileges are otherwise denied, suspended or revoked in whole of in part by any U.S. Government entity or agency. Buyer warrants that it will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, re-sold, shipped or diverted, directly or indirectly, any product or technical data furnished hereunder, or the direct product of such technical data, to any country or to any foreign national or any country for which the United States Government requires an export license, or other approval, without first obtaining such license or approval. Buyer assumes any risk or delay associated with compliance with the export controls or regulations and data transfers to and from the United States and any foreign destination. Buyer shall hold harmless and Indemnify Seller for any damages resulting to such other Party from a breach of this paragraph by Buyer.

24.2 Seller declares that it complies and will comply with any requirements of applicable export laws and regulations of the United States and/or any other countries applicable to Resonators and Circuit; and warrants that it did not, does not, and will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, re-sold, shipped or diverted, directly or indirectly, any product or technical data furnished hereunder, or the direct product of such technical data, to any country or areas for which the United States Government requires an export license, or other approval, without first obtaining such license or approval. Seller assumes any risk or delay associated with compliance with the export controls or regulations and data transfers to and from the United States and any foreign destination. Seller shall hold harmless and indemnify Buyer for any damages resulting to such other Party from a breach of this paragraph by Seller.

25 CRITICAL USE EXCLUSION POLICY

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT RESONATORS SOLD BY SELLER ARE NOT SUITABLE OR INTENDED TO BE USED IN A LIFE SUPPORT APPLICATION OR COMPONENT, TO OPERATE NUCLEAR FACILITIES, OR IN OTHER MISSION CRITICAL APPLICATIONS WHERE HUMAN LIFE MAY BE INVOLVED OR AT STAKE. BUYER AGREES NOT TO USE SELLER’S PRODUCTS FOR ANY APPLICATION OR AS OR IN ANY COMPONENTS USED IN LIFE SUPPORT DEVICES OR TO OPERATE NUCLEAR FACILITIES OR FOR USE IN OTHER MISSION-CRITICAL APPLICATIONS OR COMPONENTS WHERE HUMAN LIFE OR PROPERTY MAY BE AT STAKE. ALL SALES ARE MADE CONDITIONED UPON BUYER’S COMPLIANCE WITH FOREGOING.

26 QUALITY CONTROL AND AUDIT

26.1 Seller will use commercially reasonable efforts to manufacture and deliver the Resonator per the specification as set forth in Exhibit F and the General Purchase Specification (GPS) mutually agreed in writing between Seller and Buyer.

26.2 If Seller discovers that Seller’s Products do not meet the General Purchase Specification, Seller shall immediately take reasonable measures to ensure Seller’s Products meet the General Purchase Specification.

26.3 If Seller finds a process abnormality in its manufacturing process, which will adversely affect (i) Buyer's testing and packaging process or (ii) the quality of Buyer's Products incorporating Seller's Products, Seller shall immediately report to Buyer with the cause of such process abnormality and the appropriate and effective measures to correct and prevent such process abnormality. The details of the measures to be taken against the process abnormality shall be determined upon between Seller and Buyer through the discussion in good faith.

26.4 If any abnormal or defective product included in Seller's Products is found in Buyer's or its customer's process, Buyer may request Seller to investigate the cause of such abnormality or defect; provided, that Buyer shall send to Seller the Seller's Product in question together with the investigation result performed by Buyer. In this case, no later than two (2) weeks from Seller's receipt of the Seller's Product in question, Seller shall perform its investigation and submit to Buyer the failure analysis report of the cause(s) of the abnormality or defect and the appropriate measures to correct and prevent the abnormality or defect.

26.5 Seller shall keep any record relevant to Seller's products which reasonably allows Buyer to trace the process and test/inspection of Seller's Products at least for five (5) years after the shipment to Buyer of such Seller's Products.

26.6 Buyer shall have the right to audit Seller for the purpose of assessing the process quality control and quality assurance system in relation to Seller's Products. Such right does not extend to Buyer's customers unless agreed to in advance by Seller. Details, including, but not limited to, the schedule, of the audit shall be determined upon between Seller and Buyer through discussion in good faith. A minimum of two months' notice must be given to schedule an audit. Any audit will be performed during the standard business time of the audited facility for minimizing the disruption to the facility's business. Any audit will be conducted at Buyer's expense by Buyer and/or its auditors who will execute Seller's standard confidentiality agreement to maintain any information learned as a result of or during the audit in strict confidence and to treat such information solely for the purpose of such audit. While staying in Seller's facility, Buyer and/or its auditors shall at anytime fully comply with the facility's rules. Buyer shall, at its own expenses, indemnify and hold Seller harmless from and against any and all losses or damages, including, without limitation, loss of or damages to any of Seller's properties or loss of personal health or life, caused by the Buyer and/or its auditors during such visit.

26.7 In the case where there is any conflict among the terms and conditions of the Exhibits, and the General Purchase Specification, those of the General Purchase Specification will prevail.

27 MUTUAL CONSULTATION

In the case where there happens the change to the business circumstance or market condition, etc., around both Seller and Buyer, and, due to such change, the terms and conditions hereof becomes unreasonable to be applied for the transactions between Seller and Buyer, Seller and Buyer shall hold both parties' mutual consultation and determine the solution to such change.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the final date set forth below.

SITIME CORPORATION

Signed: /s/ Lionel Bonnot
By: Lionel Bonnot
Title: EVP Business Development

Date: March 26, 2019

MEGACHIPS CORPORATION

Signed: /s/ Masashi Kuramoto
By: Masashi Kuramoto
Title: GM, Development Dept., Asia Bis. Div. No. 1

Date: March 26, 2019

Exhibits:
A: Resonator Description and Pricing
B: Buyer's Product and Forecast
C: Project Schedule
D: Scope of Work for Test Chip
E: The Circuits as Provided to Support Resonator Integration
F: MEMS RESONATOR Specification/Datasheet
G: Quality Standards

Exhibit 10.17

LEASE

BETWEEN

BATTON ASSOCIATES, LLC
(“LESSOR”)

AND

SITIME CORPORATION
(“LESSEE”)

5451 Patrick Henry Drive
Santa Clara, California

SCHEDULE OF EXHIBITS

EXHIBIT "A" Legal Description
EXHIBIT "B" Work Letter Agreement
EXHIBIT "C" Lessee's Hazardous Materials
EXHIBIT "D" Depiction of New Building Lobby Entrances

LEASE

5451 Patrick Henry Drive
Santa Clara, California 95054

THIS LEASE ("Lease"), dated for reference purposes as of April 15, 2016, is made and entered into by and between BATTON ASSOCIATES, LLC, a California limited liability company ("Lessor"), and SITIME CORPORATION, a Delaware corporation ("Lessee").

RECITALS:

A. Lessor is the owner of the real property located at 5451 Patrick Henry Drive, Santa Clara, California, more particularly described on Exhibit "A" attached hereto and incorporated by reference herein, consisting of approximately 3.68 acres of land, together with all easements and appurtenances thereto (the "Land"), and the existing building thereon containing approximately 50,400 rentable square feet (the "Building"), the parking area on the Land, and all other improvements located thereon (collectively, the "Improvements"). The Land and Improvements are referred to herein collectively as the "Property."

B. Lessor and Lessee wish to enter into this Lease of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property at the rental and upon all of the terms and conditions set forth herein.

2. Term.

(a) The term of this Lease (the "Term") shall be one hundred twenty-two (122) months, commencing on the date (the "Commencement Date") which is the later of (i) the date of substantial completion of the Tenant Improvements and Lessor's Work (each defined below), and (ii) October 1, 2016, and shall expire on the date (the "Expiration Date") which is one hundred twenty-two (122) full calendar months after the Commencement Date (with any partial month following the Commencement Date deemed included in "month 1" of the Term), unless extended or sooner terminated in accordance with the provisions hereof. For purposes of this Lease, the "date of substantial completion of the Tenant Improvements and Lessor's Work" shall mean the date the City of Santa Clara has approved the Tenant Improvements constructed pursuant to the Work Letter Agreement attached as Exhibit "B" and Lessor's Work in accordance with its building code, as evidenced by its completion of a final inspection and permit sign-off for all such work and issuance of a temporary or conditional certificate of occupancy, or its equivalent, for the Building. Lessee acknowledges, however, that due to the complexity of the permitting process with the City of Santa Clara for the proposed construction of the new lobby entrances to the Building described in Paragraph 13(a) and Exhibit "D," Lessor may not be able to complete both of the new lobby entrances to the Building by October 1, 2016. Accordingly, Lessor and Lessee agree that (x) so long as the Building can be legally occupied following substantial completion of the Tenant Improvements and all of Lessor's Work exclusive of one of the new lobby entrances to the Building, and (y) Lessor uses diligent efforts to complete the second new lobby entrance to the Building as soon as reasonably possible, then for

purposes of determining the Commencement Date, Lessor's Work will be deemed to have been substantially completed as of the date that Lessor has completed all of Lessor's Work, other than the second new lobby entrance to the Building, as evidenced by the completion of an inspection and permit sign-off for such portion of Lessor's Work by the City of Santa Clara and the issuance of a conditional certificate of occupancy, or its equivalent, for the Building.

(b) If the Commencement Date has not occurred on or before October 1, 2016, due to the fault of Lessee, then, beginning on December 1, 2016 and continuing on the first day of each calendar month thereafter until the Commencement Date, Lessee shall pay to Lessor the Monthly Base Rent set forth in Paragraph 4 below (i.e., $82,000.00 per month), pro-rated for any partial month that such Monthly Base Rent is due. Delays "due to the fault" of Lessee shall include any delays that directly impact the critical path of Lessor's construction of the Tenant Improvements, to the extent caused by: (i) Lessee's failure to furnish information to Lessor for the preparation of plans and drawings for the Tenant Improvements in accordance with Exhibit "B"; (ii) Lessee's request for special materials, finishes or installations which are not readily available; (iii) Lessee's failure to reasonably approve plans and working drawings in accordance with Exhibit "B"; (iv) Lessee's changes in plans and/or working drawings after their approval by Lessor and Lessee; (v) Lessee's failure to complete any of its own improvement work to the extent Lessee delays completion by the City of Santa Clara of its final inspection and approval of the Tenant Improvements described in Exhibit "B"; or (iv) interference with Lessor's work caused by Lessee or by Lessee's contractors or subcontractors; provided, however, that in each case in which Lessor deems any delay to be "due to the fault of Lessee," Lessor shall provide written notice to Lessee of any such delay within five (5) business days after the occurrence or commencement thereof, or Lessor shall be deemed to have waived any such delay caused by Lessee.

(c) Lessee shall be permitted to enter the Building on and after August 1, 2016 for purposes of installing Lessee's furniture, fixtures and equipment in the Building, and otherwise preparing the Building for Lessee's occupancy provided that Lessee's early entry does not result in any delay in the critical path of Lessor's construction of the Tenant Improvements due to the fault of Lessee (i.e., as defined in Paragraph 2(b) above). Such early entry shall be at Lessee's sole risk and subject to all the terms and provisions hereof, except for the payment of Monthly Base Rent, which shall commence on first day of the third month of the T erm, and the payment of Operating Expenses and Taxes, which shall commence on the Commencement Date. Prior to such early entry, Lessee shall deliver to Lessor the certificate of insurance required under Paragraph 11(a)(3) of this Lease. Lessor shall have the right to impose such additional conditions on Lessee's early entry as Lessee shall deem reasonably appropriate.

(d) If Lessor has not achieved substantial completion of the Tenant Improvements and Lessor's Work on or before April 1, 2017 (with such date to be extended on a day-for-day basis for each day of delay "due to the fault of Lessee"), then Lessee may terminate this Lease by providing written notice to Lessor at any time thereafter and prior to substantial completion of the Tenant Improvements and Lessor's Work, whereupon Lessor shall immediately refund the prepaid Monthly Base Rent, Security Deposit and any other sums paid by Lessee to Lessor on account of this Lease, and thereafter neither party shall have any rights or obligations hereunder.

3. <u>Option to Extend</u>.

(a) Provided that there is no uncured Event of Default (as defined in Paragraph 22) by Lessee under this Lease at the time of exercise, or at the time the Option Period commences, Lessee

shall have the option to extend the Term of this Lease for one (1) additional period of five (5) years ("Option Period") on the same terms and conditions set forth in this Lease, except that (i) the Monthly Base Rent for the Option Period shall be determined as provided in Paragraph 3(b) below, (ii) Lessor shall have no obligation to provide Lessee with an allowance for, or otherwise construct any, improvements to the Property, and (iii) Lessor shall not be required to pay any leasing commissions to any brokers in connection with the Option Period. Lessee shall exercise its option by giving Lessor written notice (the "Option Notice") at least twelve (12) months, but not more than fifteen (15) months, prior to the expiration of the initial Term of this Lease. The option to extend is personal to SiTime Corporation and may not be transferred or assigned to any third party other than a Permitted Transferee (as defined in Paragraph 17(g) below).

(b) The Monthly Base Rent for the Option Period shall be determined as follows:

(1) Lessor and Lessee shall have thirty (30) days after Lessor receives Lessee's Option Notice within which to agree on the Monthly Base Rent for the Option Period based upon the then fair market rental value of the Property as defined in Paragraph 3(b)(2). If Lessor and Lessee agree on the Monthly Base Rent for the Option Period within thirty (30) days, they shall immediately execute an amendment to this Lease stating the Monthly Base Rent for the Option Period. If the parties are unable to agree on the Monthly Base Rent for the Option Period within thirty (30) days, then, the initial Monthly Base Rent for the Option Period shall be the then current fair market rental value of the Property as determined in accordance with Paragraph 3(b)(3). On the first anniversary of the first day of the Option Period, Monthly Base Rent for the Option Period shall be increased to an amount equal to 103% of the Monthly Base Rent payable for the first year of the Option Period, and such 3% annual increases shall continue to be applied to Monthly Base Rent on each subsequent anniversary of such date throughout the Option Period.

(2) The "then fair market rental value of the Property" shall be defined to mean the fair market rental value of the Property as of the commencement of the applicable Option Period, taking into consideration the uses permitted under this Lease, the quality, size, design and location of the Premises, and the rent for comparable buildings located in Santa Clara, California. When determining the fair market rental value of the Property by reference to comparable transactions, the base rents provided for in such comparable transactions shall be adjusted to reflect the differences between the other terms of such comparable transactions and the other terms of the renewal or expansion to which the fair market rental value is to be applicable. For example: (a) if such comparable transactions provided for any allowance and/or free rent, then in determining the fair market rental value of the Property for the Option Period if Lessee does not receive any allowance and/or free rent (or a smaller allowance and/or free rent) the base rents provided for in such comparable transactions shall be adjusted downward, or (b) if such comparable transactions provided for the tenant thereunder to pay its pro-rata share of increases in operating expenses and/or taxes over a base year different from the triple net payments to be applicable to the Option Period, then in determining the fair market rental value of the Property for the Option Period, the base rents provided for in such comparable transactions shall be adjusted upward or downward, as appropriate.

(3) Within seven (7) days after the expiration of the thirty (30) day period set forth in Paragraph 3(b)(1), each party, at its cost and by giving notice to the other party, shall appoint an MAI appraiser with at least five (5) years' full time commercial appraisal experience with similar commercial/industrial properties in Santa Clara, California, to appraise and set the then fair market rental value of the Property for the Option Period. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single

appraiser appointed shall be the sole appraiser and shall set the then fair market rental value of the Property for the Option Period. If the two (2) appraisers are appointed by the parties as stated in this paragraph, they shall meet promptly and attempt to set the then fair market rental value of the Property for the Option Period. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) appraisers are given to set the then fair market rental value of the Property for the Option Period. If they are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days' notice to the other party, can apply to the then Presiding Judge of the Santa Clara County Superior Court, for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the then fair market rental value of the Property for the Option Period. If a majority of the appraisers are unable to set the then fair market rental value of the Property for the Option Period within the stipulated period of time, the three (3) appraisals shall be added together and their total divided by three (3); the resulting quotient shall be the then fair market rental value of the Property for the Option Period. If, however, the low appraisal and/or the high appraisal are/is more than ten percent (10%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by two (2); the resulting quotient shall be the then fair market rental value of the Property for the Option Period. If both the low appraisal and the high appraisal are disregarded as stated in this paragraph, then only the middle appraisal shall be used as the result of the appraisal. After the then fair market rental value of the Property for the Option Period has been set, the appraisers shall immediately notify the parties and the parties shall amend this Lease to set forth the Monthly Base Rent for the Option Period.

4. Monthly Base Rent. Commencing on the Commencement Date and continuing during the Term of this Lease, Lessee shall pay to Lessor Monthly Base Rent in monthly installments in advance on a triple net basis in lawful money of the United States as follows:

Months of Term	Monthly Base Rent PSF	Monthly Base Rent
1 through 2	$ 0.00	$ 0.00/month
3 through 12	$ 2.05	$ 82,000.00/month*
13 through 24	$ 2.11	$ 94,950.00/month**
25 through 36	$ 2.17	$109,368.00/month
37 through 48	$ 2.24	$112,896.00/month
49 through 60	$ 2.30	$115,920.00/month
61 through 72	$ 2.37	$119,448.00/month
73 through 84	$ 2.45	$123,480.00/month
85 through 96	$ 2.52	$127,008.00/month
97 through 108	$ 2.60	$131,040.00/month
109 through 120	$ 2.67	$134,568.00/month
121 through 122	$ 2.75	$138,600.00/month

* Monthly Base Rent calculated on 40,000 square feet

** Monthly Base Rent calculated on 45,000 square feet

Notwithstanding the foregoing provisions to the contrary, if the second new lobby entrance to the Building is not substantially completed prior to the first day of the third month of the Term, then Tenant shall pay Monthly Base Rent in the amount of $70,520.00 per month (i.e., $2.05 x 34,400 square feet) until the second new lobby entrance to the Building is substantially completed, which shall be deemed to have occurred when the City of Santa Clara has approved such portion of Lessor's Work in accordance with its building code, as evidenced by its completion of a final inspection and permit sign-off for such portion of Lessor's Work and the issuance of an unconditional certificate of occupancy, or its equivalent, for the Building.

5. Additional Rent; Operating Expenses and Taxes.

(a) In addition to the Monthly Base Rent, commencing on the Commencement Date Lessee shall pay to Lessor, as "Additional Rent," the Operating Expenses of the Property in accordance with Paragraph 5(b) hereof and all real property taxes and assessments levied or assessed against the Property in accordance with Paragraph 5(c) hereof. Monthly Base Rent and Additional Rent are sometimes referred to herein collectively as "rent" or "rental."

(b) "Operating Expenses" as used herein shall include all reasonable direct costs actually incurred by Lessor in the management, operation, maintenance, repair, and replacement of the Property, including the cost of all maintenance, repairs, and restoration of the Property performed by Lessor pursuant to Paragraphs 14(b) and 14(c) hereof, determined in accordance with generally accepted accounting principles, including, but not limited to: personal property taxes related to the Property; any parking taxes or levies imposed on the Property in the future by any governmental agency; a management fee equal to three percent (3%) of the Monthly Base Rent; water and sewer charges; waste disposal; insurance premiums for insurance coverages maintained by Lessor pursuant to Paragraph 11(b) hereof; license, permit, and inspection fees; maintenance and repair of the roof membrane; maintenance and repair of the HVAC system; maintenance, repair and replacement of floor and window coverings; landscaping, gardening, and tree trimming; glazing; repair, maintenance, cleaning, sweeping, striping, patch paving, and resurfacing of the parking area; exterior lighting Mid parking lot lighting; supplies, materials, equipment and tools used in the maintenance of the Property; costs for accounting services incurred in the calculation of Operating Expenses and Taxes as defined herein; and the cost of capital expenditures for any improvements or changes to the Building which are required by laws, codes, statutes, ordinances, directives of public authorities or other governmental regulations (collectively "Applicable Laws") adopted after the Commencement Date, or for any items or capital expenditures voluntarily made by Lessor which are intended to have the effect of reducing Operating Expenses; provided, however, that with respect to capital improvements made to save Operating Expenses the amortization thereof shall not be at a rate greater than the actual savings in Operating Expense. If Lessor voluntarily makes capital improvements or capital expenditures to the Building or the Property, or is required to make such capital improvements or capital expenditures, Lessor shall amortize the cost of such improvements and expenditures over the useful life of said improvements as reasonably determined by Lessor in accordance with generally accepted accounting principles (together with interest on the unamortized balance at the rate equal to the effective rate of interest actually charged to Lessor for its borrowings for capital expenditures, but in no event in excess of ten percent (10%) per annum) and only the annual amortized amount shall be included in Operating Expenses annually from the date of expenditure through the date which is the earlier of the expiration of the Term or the date the cost of such improvements or such expenditures has been fully amortized. Operating Expenses shall also include any other expenses or charges, whether or not described herein, not specifically excluded by other provisions of this Lease, which in accordance with generally accepted accounting principles would be considered an expense of managing, operating, maintaining, and repairing the Property.

Notwithstanding the foregoing, Operating Expenses shall not include: (i) capital expenditures or costs of capital improvements, except as set forth in the immediately preceding paragraph; (ii) interest, principal, late charges, default fees, prepayment penalties or premiums on any debt owed by Lessor, including, without limitation, any mortgage debt; (iii) costs for which Lessor has the right to be reimbursed by its insurer or by any other party(ies); (iv) costs associated with the operation of the business of Lessor (as the same are distinguished from the costs of operation of the Premises), including, but not limited to, company accounting and legal matters, costs of defending and/or pursuing any lawsuits with any mortgagee or tenant, costs of selling, syndicating, financing, mortgaging or hypothecating any of Lessor's interest in the Premises, costs (including, without limitation, attorney fees and costs of settlement judgments and payments in lieu thereof) arising from claims, disputes or potential disputes in connection with potential or actual claims, litigation or arbitrations respecting Lessor and/or the Premises; (v) the wages and benefits of any employee who does not devote substantially all of his or her time to the Premises unless such wages and benefits are allocated to reflect the actual time spent on operating and managing the Premises vis-a-vis time spent on matters unrelated to operating and managing the Project; (vi) amounts paid as ground rental by Lessor; (vii) costs expressly excluded from Operating Expenses elsewhere in this Lease (including, but not limited to, Paragraph 9); (vii) costs incurred by Lessor, including, without limitation, penalties, with respect to compliance with Applicable Laws applicable to the Premises prior to the Commencement Date; (viii) all items and services for which Lessee reimburses Lessor outside of Operating Expenses or pays third persons; (ix) except for permitted capital improvement expenses, any depreciation and/or amortization on the Premises or the equipment therein; (x) costs, fees, and compensation paid to Lessor, or to Lessor's subsidiaries or affiliates, for services in or to the Premises to the extent that they exceed the charges for comparable services rendered by an unaffiliated third party of comparable skill, competence, stature and reputation; (xv) expenses, costs, and disbursements relating to, or arising directly or indirectly from, the testing for or analysis, handling, removal, treatment, disposal, remediation or replacement of asbestos or asbestos-containing materials and other Hazardous Materials (other than those for which Lessee is responsible under Paragraph 9 below) in, on, around, beneath, or from the Premises; (xvi) any deductibles for earthquake insurance; (xvii) any charges for electricity, heating, air conditioning, gas, and any other utilities (including, without limitation, any temporary or permanent utility surcharge or other exaction), all of which shall be paid directly by Lessee pursuant to Paragraph 15(a); (xviii) the cost to replace any HVAC units in the Building that are older than 20 years if any such HVAC units are replaced by Lessor as provided in Paragraph 14(b); and (xix) any costs or expenses incurred by Lessor relating to periods before the Commencement Date.

(c) Real property taxes and assessments levied or assessed against the Property, during the term of this Lease are referred to herein as "Taxes." As used herein, "Taxes" shall mean:

(1) all real estate taxes, assessments and any other taxes levied or assessed against the Property, including the Land, the Building, and all improvements located thereon, and including any increase in Taxes resulting from a reassessment following any transfer of ownership of the Property or any interest therein or following any improvements to the Property; and

(2) all other taxes which may be levied in lieu of real estate taxes, assessments, and other fees, charges, and levies, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature by any authority having the direct or indirect power to tax, including without limitation any governmental authority or any improvement or other

district or division thereof, for public improvements, services, or benefits which are assessed, levied, confirmed, imposed, or become a lien (1) upon the Property, and/or any legal or equitable interest of Lessor in any part thereof; or (2) upon this transaction or any document to which Lessee is a party creating or transferring any interest in the Property; and (3) any tax or excise, however described, imposed in addition to, or in substitution partially or totally of, any tax previously included within the definition of “Taxes” or any tax the nature of which was previously included in the definition “Taxes.”

Not included within the definition of “Taxes” are any net income, profits, transfer, franchise, estate, gift, rental income, or inheritance taxes imposed by any governmental authority. “Taxes” also shall not include penalties or interest charges assessed on delinquent Taxes provided that Lessee has paid the Taxes to Lessor when due.

With respect to any assessments which may be levied against or upon the Property, or the Land, which under Applicable Laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, Lessor shall pay the same in the maximum duration and number of installments and only the amount of such annual installment (with appropriate proration of any partial year) and statutory interest shall be included within the computation of the annual Taxes levied against the Property during the Term.

(d) Taxes and insurance premiums shall be payable by Lessee to Lessor within thirty (30) days after receipt by Lessee of an invoice from Lessor specifying the amount of the Taxes and/or insurance premiums payable by Lessee. All other Operating Expenses shall be payable by Lessee to Lessor within thirty (30) days after receipt by Lessee of an invoice from Lessor specifying the amount of Operating Expenses payable by Lessee for the immediately prior month of the Term and including a breakdown of the general expense categories within each such Operating Expense invoice.

(e) Lessee or its accountants shall have the right to inspect and audit Lessor’s books and records with respect to the Operating Expenses and Taxes for the Property at Lessor’s offices once each calendar year to verify actual Operating Expenses and/or Taxes. Lessor’s books and records shall be kept in accordance with generally accepted accounting principles. If Lessee’s audit of the Operating Expenses and/or Taxes for any year reveals a net overcharge of more than five percent (5%), Lessor promptly shall reimburse Lessee for the cost of the audit; otherwise Lessee shall bear the cost of Lessee’s audit. Any net overcharge shall be credited against Operating Expenses next due from Lessee hereunder, or shall be refunded to Lessee without interest, if the net overcharge exceeds Operating Expenses payable by Lessee.

(f) Notwithstanding the expiration or termination of this Lease, within thirty (30) days after receipt by Lessee of an invoice from Lessor for any Operating Expenses or Taxes payable by Lessee and attributable to such portion of the Term within the calendar year in which this Lease expires or terminates, Lessee shall pay to Lessor any such amount due as shown on such invoice. Lessee’s obligations under this subparagraph (g) shall survive the expiration or termination of this Lease.

6. Payment of Rent.

(a) All rent shall be due and payable by Lessee in lawful money of the United States of America at the address of Lessor set forth in Paragraph 24, without deduction or offset and without prior demand or notice, unless otherwise specified herein. Monthly Base Rent shall be payable

monthly, in advance, on the first (1st) day of each calendar month, except that Lessee shall pay the Monthly Base Rent due for the third full calendar month of the Term upon execution of this Lease and Lessor shall apply such payment to such month. Lessee's obligation to pay rent for any partial month at the expiration or termination of the Term shall be prorated on the basis of the actual number of days in such calendar month.

(b) If any installment of Monthly Base Rent or Additional Rent is not received by Lessor within five (5) days after the same is due, Lessee shall pay to Lessor an additional sum equal to five percent (5%) of the amount overdue as a late charge; provided, however, that Lessor agrees to waive such late charge for the first time in any twelve (12) month period that Lessee fails to pay any Monthly Base Rent or Additional Rent within such 5-day period so long as Lessee pays the amount due within five (5) days after written notice from Lessor such Monthly Base Rent or Additional Rent is past due. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of the late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount. Any amount not paid within thirty (30) days after the date such amount is due shall bear interest from the date due until paid at the lesser rate of (1) the prime rate of interest plus five percent (5%) or (2) the maximum rate allowed by law, in addition to the late payment charge (the "Interest Rate").

Initials: Lessor /s/ HB Lessee /s/ RV

7. Security Deposit. Lessee shall deposit with Lessor upon execution of this Lease the sum of One Hundred Thirty-eight Thousand Six Hundred and no/100ths Dollars ($138,600.00) as security for the full and faithful performance of every provision of this Lease to be performed by Tenant (the "Security Deposit"). If Lessee commits any Event of Default with respect to any provision of this Lease, Lessor may apply all or any part of the Security Deposit for the payment of any rent or other sum in default, the repair of any damage to the Property or the payment of any other amount which Lessor may spend or become obligated to spend by reason of such Event of Default or to compensate Lessor for any other loss or damage which Lessee may suffer by reason of Lessee's default to the full extent permitted by law. Lessee hereby waives any restriction on the use or application of the Security Deposit by Lessor as set forth in California Civil Code Section 1950.7(c). If any portion of the Security Deposit is so applied. Lessee shall, within ten (10) business days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount. Lessor shall not be required to keep the Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on the Security Deposit. The Security Deposit, or any unapplied balance thereof, shall be returned to Lessee within thirty (30) days after the expiration or sooner termination of this Lease.

8. Use. Lessee shall use and occupy the Property only for general offices, administration, research and development, and such other related uses that are permitted by applicable zoning ordinances and any covenants, conditions, and restrictions affecting the Property, and for no other use or purpose without Lessor's prior written consent. Any use of the Property by any sublessee or assignee pursuant to Paragraph 17 shall comply with the provisions of this Paragraph 8.

9. Environmental Matters.

(a) The term "Hazardous Materials" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, is defined as such by any governmental authority pursuant to Environmental Laws. Hazardous Materials shall

include, but not be limited to hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Property which constitutes a Reportable Use of Hazardous Materials without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Environmental Laws. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of Hazardous Materials that require a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Property of Hazardous Materials with respect to which any Environmental Law requires that a notice be given to persons entering or occupying the Property or neighboring properties,

(b) "Environmental Laws" shall mean and include any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, California Health and Safety Code §§25100 et seq., §§25300 et seq., Sections 25281(f) and 25501 of the California Health and Safety Code, Section 13050 of the Water Code, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act, 42 U.S.C. §§9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. §§6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. §§1801 et seq., the Federal Clean Air Act, 42 U.S.C. §7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. §§401 et seq., and all rules and regulations of the EPA, the California Environmental Protection Agency, or any other state or federal department, board or any other agency or governmental board or entity generally having jurisdiction over the environment, as any of the foregoing have been, or are hereafter amended.

(c) Lessee shall not bring onto the Property any Hazardous Materials, except for the Hazardous Materials described on Exhibit "C" attached hereto and incorporated herein by reference, if any, or which are approved in writing by Lessor hereafter. Lessee shall deliver to Lessor (1) a copy of Lessee's current Hazardous Materials Management Plan, and any amendments or supplements thereto, or replacements thereof, from time to time during the term of this Lease, and (2) a copy of all Hazardous Materials reports or plans filed by Lessee with the City of Santa Clara, even though Lessee's Hazardous Materials Management Plan and any such reports on plans filed with the City show that Lessee is not currently using any reportable Hazardous Materials on the Property.

(d) If Lessee has actual knowledge that Hazardous Materials have come to be located in, on, under or about the Property in violation of Environmental Laws, Lessee shall immediately give written notice of such fact to Lessor and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Materials.

(e) Lessee and Lessee's agents, employees, and contractors shall not cause any Hazardous Materials to be discharged into the plumbing or sewage system of the Building or into or onto the Land underlying or adjacent to the Building in violation of any Environmental Laws. Lessee shall promptly, at Lessee's expense, take all investigatory and/or remedial action required by governmental agencies for the cleanup of any contamination, and for the maintenance, security and/or monitoring of the Property or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Materials brought onto the Property during the term of this Lease, by Lessee, or by any of Lessee's employees, agents, contractors, invitees, or Permitted Transferees.

(f) Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, reasonable attorneys' fees, reasonable consultant and expert fees) arising during or after the Term from or in connection with the presence of Hazardous Materials in or on the Property as a result of Lessee's breach of any of Lessee's covenants in this Paragraph 9, or as a result of the negligence or willful misconduct of Lessee, Lessee's employees, agents, contractors, or invitees. Without limiting the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the Property or any cleanup, remediation, removal or restoration mandated by a federal, state or local agency or political subdivision. Lessor shall indemnify, defend and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, reasonable attorneys' fees, reasonable consultant and expert fees) arising during or after the Term from or in connection with the presence of Hazardous Materials in or on the Property as a result of the negligence or willful misconduct of Lessor or Lessor's employees, agents, contractors, or invitees.

(g) Notwithstanding the foregoing provisions of this Paragraph 9, Lessee shall have no obligation to cleanup or to comply with any law regarding, or to reimburse, indemnify, defend, release, or hold Lessor harmless with respect to, any Hazardous Materials or wastes discovered on the Property which were not introduced into the Property, or stored, released, disposed of, or transported in or on the Property by Lessee or Lessee's Permitted Affiliates, employees, agents, contractors, sublessees, assigns and/or successors.

(h) The provisions of this Paragraph 9, including, but not limited to Lessee's indemnity in Paragraph 9(f), shall survive the expiration or earlier termination of the Term of this Lease.

10. Taxes on Lessee's Property. Lessee shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the Term of this Lease and any extension thereof, with respect to Lessee's equipment, fixtures, furniture, and personal property installed or located in the Property.

11. Insurance.

(a) Lessee shall, at Lessee's sole cost and expense, provide and keep in force, commencing with Commencement Date, and continuing during the Term of this Lease, the following insurance:

(1) a policy of commercial general liability insurance with a recognized casualty insurance company qualified to do business in California, insuring against claims for personal injuries, death, or property damage occurring in, on, about, or related to the Property, or arising out of Lessee's or its agents or employees use, occupancy, alteration or maintenance of the Property in an amount not less than Three Million Dollars ($3,000,000) per occurrence and Five Million Dollars ($5,000,000) general aggregate. Lessee's liability insurance policy shall contain cross liability endorsements, shall insure the performance by Lessee of the indemnity agreement contained in Paragraph 12(a), and shall name Lessor and Lessor's property manager (if Lessee is informed in writing of the name of such property manager), as additional insureds.

(2) a policy of special form property insurance (including, without limitation, vandalism, malicious mischief, inflation endorsement, and sprinkler leakage endorsement) on all personal property of Lessee located on or in the Property. Such insurance shall be in the full amount of the replacement cost, as the same may from time to time increase as a result of inflation or otherwise, and shall be in a form providing coverage comparable to the coverage provided in the standard ISO special form.

(3) All such insurance carried by Lessee shall be in a form reasonably satisfactory to Lessor and its mortgage lender and shall be carried with companies that have a general policyholder's rating of not less than "A" and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports; shall provide that such policies shall not be subject to material alteration or cancellation except after at least thirty (30) days' prior written notice to Lessor; and shall be primary and not contributory. Prior to taking possession of the Property, and upon renewal of such policies not less than thirty (30) days prior to the expiration of the term of such coverage, Lessee shall deliver to Lessor certificates of insurance confirming such coverage, together with evidence of the payment of the premium therefor, and Lessor shall be provided with written notice of any cancellation, non-renewal or material reduction in coverage of any such policies. If Lessee fails to procure and maintain the insurance required hereunder. Lessor may, but shall not be required to, obtain such insurance at Lessee's expense and Lessee shall reimburse Lessor upon demand for all costs incurred by Lessor with respect thereto. Lessee's reimbursement to Lessor for such amounts shall be deemed Additional Rent, and shall include all sums disbursed, incurred or deposited by Lessor, including Lessor's costs, expenses and reasonable attorneys' fees with interest thereon at the Interest Rate.

(b) Subject to the provisions of Paragraphs 5(b) and 5(d), Lessor shall obtain and carry in Lessor's name, as insured, during the Term of this Lease, special form property insurance in an amount equal to the full replacement cost of the Building and Improvements (with rental loss insurance coverage for a period of one year) and at Lessor' s option, earthquake, flood and/or terrorism insurance ("Lessor's property insurance"); commercial general liability insurance; umbrella liability insurance; and insurance against such other risks or casualties as Lessor shall reasonably determine, including, but not limited to, insurance coverages required of Lessor by the beneficiary of any deed of trust which encumbers the Property, insuring Lessor's interest in the Property, and any other improvements to the Property constructed by Lessor, in an amount not less than the full replacement cost of the Building and all other Improvements on the Property from time to time. The proceeds of any such insurance shall be payable solely to Lessor and Lessee shall have no right or interest therein. Lessor shall have no obligation to insure against loss by Lessee to Lessee's equipment, furniture, fixtures, inventory, or other personal property of Lessee in, on, or about the Property occurring from any cause whatsoever.

(c) Notwithstanding anything to the contrary contained in this Lease, the parties release each other, and their respective authorized representatives, partners, managers, members, officers, directors, shareholders, and property managers, from any claims for damage to the Property and to the fixtures, personal property, leasehold improvements and alterations of either Lessor or Lessee in or on the Property that are caused by or result from risks to the extent required by this Lease to be insured against. This waiver applies whether or not the loss is due to the negligent acts or omissions of Lessor or Lessee or their respective partners, managers, members, officers, directors, shareholders, property managers, employees, agents, contractors, or invitees.

Each party shall cause each property insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with the above waiver and any damage covered by any policy; provided, however, that such provision or endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

12. Indemnification. Subject to Paragraphs 11(c) and 11(d), Lessee shall indemnify, defend, and hold Lessor harmless from all claims, suits, actions, or liabilities for personal injury, death or for loss or damage to property (1) that arise from any activity, work, or thing done or permitted by Lessee in or about the Property, (2) for bodily injury or damage to property which arises in or about the Property to the extent the injury or damage to property results from the negligent acts or omissions of Lessee, its employees, agents, or contractors, or (3) that are based on any Event of Default (as defined in Paragraph 22) by Lessee in the performance of any obligation on Lessee's part to be performed under this Lease, except to the extent caused by the negligence or willful misconduct of Lessor or its employees, agents, or contractors, or caused by a breach by Lessor of its obligations under this Lease. Lessee also waives all claims against Lessor for (i) damages to property, or to goods, wares, and merchandise stored in, upon, or about the Property or the Property from any cause whatsoever, and (ii) injuries to persons in, upon, or about the Property or the Property from any cause arising at any time except the extent caused by the negligence or willful misconduct of Lessor or its employees, agents or contractors or the breach by Lessor of its obligations under this Lease. The foregoing indemnity shall survive the expiration or sooner termination of this Lease.

13. Lessor Work; Condition of Property.

(a) Lessor shall complete the following improvements to the Building and/or the Property at Lessor's sole cost and expense; (i) install a new foam coating for the roof of the Building, subject to a warranty of not less than ten (10) years; (ii) construct two (2) new lobby entrances to the Building as approximately shown on Exhibit "D" attached hereto; (iii) paint all window mullions for the Building; (iv) demolish/remove all interior improvements other than the restroom core and any structural walls or columns; (v) remove the shed outside the rear of the Building and level and restore the location thereof; (vi) install and/or construct any improvements to the exterior of the Building, the parking areas, driveways, sidewalks and entryways on the Land, which may be required by the City of Santa Clara to comply with the Americans with Disabilities Act of 1990, as amended; and (vii) install new drought resistant landscaping (collectively, "Lessor's Work").

(b) In addition to Lessor's Work, Lessor shall complete those improvements to the Building required for Lessee's use and occupancy and approved by Lessor and Lessee in accordance with the Work Letter Agreement attached as Exhibit "B" (the "Tenant Improvements"). Within ten (10) days after substantial completion of the Tenant Improvements and Lessor's Work, Lessee shall conduct a walkthrough inspection of the Building with Lessor and complete a punch-list of any portion of the Tenant Improvements and/or Lessor's Work which are incomplete or defective. If Lessee fails to submit a punch-list to Lessor within such ten (10) day period, it shall be deemed that there are no items installed by Lessor needing additional work or repair. Lessor's contractor shall complete all reasonable punch-list items within thirty (30) days after the walk-through inspection or as soon as practicable thereafter. Upon completion of such punch-list items, Lessee shall approve or disapprove such completed items in writing to Lessor within ten (10) days after Lessor's written request for such approval, with Lessee's failure to timely respond to be deemed Lessee's approval.

(c) Lessor hereby represents and warrants to Lessee that (i) as of the Commencement Date, all Building systems and equipment, including without limitation HVAC, roof, electrical systems, plumbing and fire sprinklers, shall be in good working order, except to the extent damaged or altered by Lessee, its agents or contractors, and (ii) the Tenant Improvements and Lessor's Work shall be performed diligently and as expeditiously as reasonably practicable, in a good and workmanlike manner, and in compliance with all Applicable Laws and all plans and specifications for such work. Lessor hereby warrants the Tenant Improvements and Lessor's Work for a period of one (1) year following the completion thereof, during which period Lessor or its contractor shall at its sole cost repair or replace any such work not complying with the foregoing warranty; provided, however, that the foregoing warranty shall not apply to any damage to the Tenant Improvements or Lessor's Work that is caused by the negligence or willful misconduct of Lessee, its employees, agents or contractors, which shall be repaired by Lessee at Lessee's expense, nor shall Lessor's warranty apply to any routine maintenance of any portion of the Tenant Improvements or Lessor's Work, which shall be performed by Lessor or Lessee as provided in Paragraphs 14(a), (b) and (c) below.

(d) Subject to Lessor's completion of Lessor's Work and the Tenant Improvements (including any punch-list items) and Lessor's warranties in Paragraph 13(c) above, by taking possession of the Property Lessee shall be deemed to have accepted the Property in good, clean and completed condition and repair, subject to all Applicable Laws. Any damage to the Building or the Property caused by Lessee's move-in shall be repaired or corrected by Lessee, at its expense. Lessee acknowledges that neither Lessor nor Lessor's agents have made any representations or warranties as to the suitability or fitness of the Property for the conduct of Lessee's business or for any other purpose, nor has Lessor or Lessor's agents agreed to undertake any alterations or construct any improvements to the Property except as expressly provided in this Lease. Pursuant to California Civil Code Section 1938, Lessor hereby notifies Lessee that the Building has not been inspected by a Certified Access Specialist (CASp).

(e) Lessee may, at Lessee's election, purchase all or any portion of the existing cubicles and office furniture in the Building (the "Existing Personal Property") for the purchase price of One Dollar ($1.00). If Lessee elects to purchase all or any portion of the Existing Personal Property, Lessee shall so notify Lessor within ten (10) days after the date this Lease is fully executed and, in such event, Lessor shall remove the Existing Personal Property purchased by Lessee and store such Existing Personal Property at Lessee's expense until such time as such Existing Personal Property can be moved back into the Building. If Lessee does not notify Lessor within such 10-day period, or if Lessee elects to purchase less than all of the Existing Personal Property, then Lessor shall remove any of the Existing Personal Property that is not purchased by Lessee from the Building and may dispose of such Existing Personal Property without further notice to Lessee. Within thirty (30) days sifter the Commencement Date, Lessee shall reimburse Lessor for the costs of storing any Existing Personal Property purchased by Lessee and moving any such Existing Personal Property to and from storage, including any costs of disassembly and/or re-assembly of such Existing Personal Property, if applicable, incurred in connection with moving such Existing Personal Property to or from storage. If Lessee elects to purchase all or any portion of the Existing Personal Property, Lessee shall acquire such Existing Personal Property in its current, "AS IS" condition, without any representations or warranties by Lessor whatsoever as to the condition of such Existing Personal Property and/or its fitness for any particular purpose.

14. Maintenance and Repairs; Alterations; Surrender and Restoration.

(a) Lessor shall, at Lessor's sole cost and expense (except to the extent of costs resulting from Lessee's negligence or misconduct, or breach of its obligations under this Lease), keep in good order, condition and repair and replace when necessary, the structural elements of the foundation, floor slab, roof, bearing walls and columns and exterior walls (except the interior faces thereof) of the Building, excluding any alterations, structural or otherwise, made by Lessee to the Building which are not approved in writing by Lessor prior to the construction or installation thereof by Lessee.

(b) In addition to the items referred to in Paragraph 5(a), Lessor shall repair, maintain, and replace as needed, the roof covering or membrane, and the areas of the Property outside the Building, including the landscaping, parking lot and walkways, exterior Building lighting, and parking lot lighting. Lessor shall also maintain in good condition and repair the HVAC system serving the Building (excluding, however, any HVAC equipment installed by Lessee, which shall be maintained and repaired by Lessee). If at any time during the Term, any HVAC units that are older than 20 years require replacement due to the failure of such HVAC units and/or the need for continuous or excessive repairs to maintain such HVAC units in good operating condition, Lessor shall replace such HVAC units at Lessor's sole cost and expense. If Lessee provides Lessor with written notice of the need for any repairs to the Property, Lessor shall commence any such repairs promptly following receipt by Lessor of such notice and Lessor shall diligently prosecute such repairs to completion. Lessee waives all right to make repairs at the expense of Lessor, or to deduct the costs thereof from the rent, and Lessee waives all rights under Section 1941 and 1942 of the Civil Code of the State of California.

(c) Subject to the foregoing and except as provided elsewhere in this Lease, Lessee shall at all times at Lessee's expense keep the interior of the Building in good and safe order, condition, and repair. Lessee's repair and maintenance obligations shall include, without limitation, all plumbing and sewage facilities within the Premises, fixtures, interior walls, floors, ceilings, interior windows, doors, entrances, plate glass, showcases, all electrical facilities and equipment, including lighting fixtures and all other appliances and equipment of every kind and nature located in, upon or about the Building. Lessee shall contract for and pay directly for the janitorial service to the Building.

(d) Lessee may, from time to time, at its own cost and expense and without the consent of Lessor make nonstructural alterations to the interior of the Building the cost of which in any one instance is Twenty-five Thousand Dollars ($25,000) or less, and the aggregate cost of all such work during the Term of this Lease does not exceed Two Hundred Fifty Thousand Dollars ($250,000), provided that Lessee first notifies Lessor in writing of any such nonstructural alterations. Otherwise, Lessee shall not make any alterations, improvements, or additions to the Building or the Property without first delivering to Lessor a complete set of plans and specifications for such work and obtaining Lessor's prior written consent thereto, which consent shall not be unreasonably withheld or delayed. If any nonstructural alterations to the interior of the Building exceed Twenty-five Thousand Dollars ($25,000) in cost in any one instance, Lessee shall employ, at Lessee's expense, a qualified licensed general contractor to perform such alterations pursuant to a construction contract entered into between Lessee and such contractor. The general contractor shall be subject to Lessor's written approval prior to commencement of construction, which approval shall not be unreasonably withheld or delayed. Lessor may condition Lessor's consent to such alterations to Lessee agreeing in writing to remove any such alterations prior to the expiration or termination of this Lease and to restore the Building to its condition prior to such alterations at Lessee's expense. Lessor shall advise Lessee in writing at the time consent is granted whether Lessor reserves the right to require Lessee to remove any alterations from the Building and to restore the Building prior to the expiration or termination of this Lease, with Lessor's failure to so advise Lessee at such time deemed Lessor's consent to leave such alterations in place upon the expiration of the Term or earlier termination of this Lease.

All alterations, trade fixtures and personal property installed in the Property solely at Lessee's expense shall remain the property of Lessee during the Term of this Lease, and Lessee shall be entitled to all depreciation, amortization and other tax benefits with respect thereto. Lessee may remove any of Lessee's personal property, furniture, or equipment which is not affixed to the Building in such a manner that it becomes a part of the Improvements ("Lessee's Personal Property") at any time and from time to time. Lessor shall have no lien or other interest whatsoever in any item of Lessee's Personal Property. Within ten (10) days following Lessee's request from time to time, Lessor shall execute documents in commercially reasonable form to evidence Lessor's waiver of any right, title, hen or interest in any of Lessee's Personal Property and giving Lessee's lender holding a security interest or lien on Lessee's Personal Property reasonable rights of access to the Property to remove Lessee's Personal Property, provided that such lender agrees in writing to repair at its expense all damage caused by such removal. Upon the expiration or sooner termination of this Lease all alterations, fixtures and improvements to the Property, whether made by Lessor or installed by Lessee at Lessee's expense, shall be surrendered by Lessee with the Property and shall become the property of Lessor, except for alterations, additions, or improvements to the Property which Lessee is obligated to remove pursuant to Paragraphs 14(d) and 14(f).

(e) Lessee, at Lessee's sole cost and expense, shall during the Term of this Lease promptly and properly observe and comply with all existing and future Applicable Laws, and the Board of Fire Underwriters. Notwithstanding the foregoing, any structural changes or repairs to the Property or other repairs or changes of any nature which would be considered a capital expenditure under generally accepted accounting principles shall be made by Lessor at Lessee's expense if such structural repairs or changes are required by reason of the specific nature of the use of the Property by Lessee or by reason of any other alterations or improvements to the Property made by or for Lessee. If such structural changes or repairs are not required by reason of the specific nature of Lessee's use of the Property or by reason of any other alterations or improvements to the Property made by for Lessee, then such changes or repairs shall be made by Lessor and the cost of such structural changes or repairs, or other repairs or changes required by Applicable Laws that would be considered a capital expenditure shall be treated as an Operating Expense and the cost thereof shall be amortized in accordance with the provisions of Paragraph 5(b).

(f) Lessee shall surrender the Property by the last day of the Term or any earlier termination date, with all of the Improvements to the Property, parts, and surfaces thereof clean and free of debris and in good operating order, condition, and state of repair, ordinary wear and tear and damage by casualty excepted. "Ordinary wear and tear" for the purposes of this Lease shall be construed to mean wear and tear caused to the Property by a natural aging process which occurs in spite of proper maintenance, repair, and janitorial practices. It is not intended, nor shall it be construed, to include items of neglected or deferred maintenance which would have or should have been attended to during the Term of the Lease if Lessee has maintained and kept the Property at all times in good condition and repair as required hereunder. The obligations of Lessee shall include the repair of any damage occasioned by the installation, maintenance, or removal of Lessee's trade fixtures, furnishings, equipment, and alterations, and the restoration by Lessee of the Property to its condition prior to any alterations, additions, or improvements if (1) Lessor's consent thereto was conditioned upon such removal and restoration upon expiration or sooner termination of the Lease Term pursuant to Paragraph 14(d), or (2) Lessee made any such alterations, additions, or improvements without obtaining Lessor's prior written consent in breach of Paragraph 14(d), and within a reasonable time after the expiration or sooner termination of the Term Lessor gives written notice to Lessee requiring Lessee to perform such removal and restoration.

(g) If at any time during the Term Lessee conducts any Reportable Use at or on the Property, or if Lessee is responsible for any Hazardous Materials in, on or under the Property requiring remediation or other action under Environmental Laws, then prior to the expiration of the Term and the surrender of possession of the Property by Lessee to Lessor Lessee shall obtain at Lessee's expense an environmental closure report certified by the appropriate department of the City of Santa Clara. Lessee shall deliver a copy of such certification to Lessor. Such closure shall include the removal and remediation at Lessee's expense of any Hazardous Materials in, on, under, or about the Property released or discharged by Lessee, its Permitted Transferees, sublessees, assignees, employees, agents, contractors, or invitees, to the extent required under Environmental Laws.

(h) Notwithstanding anything to the contrary herein. Lessee shall, within five (5) business days after the expiration or earlier termination of this Lease, at Lessee's expense and in compliance with the National Electric Code and other Applicable Laws, remove all electronic, fiber, phone and data cabling and related equipment that has been installed by or for the benefit of Lessee in the Building and in or around the Property (collectively, the "Cabling") that are required to be removed by the National Electric Code and other Applicable Laws; provided, however, that Lessee shall not remove such Cabling if Lessee receives a written notice from Lessor at least fifteen (15) days prior to the expiration or earlier termination of the Lease authorizing such Cabling to remain in place, in which event the Cabling shall be surrendered by Lessee with the Building and the Property and shall become the property of Lessor upon the expiration or earlier termination of the Lease.

15. Utilities and Services. Lessee shall contract for and pay for all electricity, telephone, gas, water, heat and air conditioning service, janitorial service, refuse pick-up, sewer charges, and all other utilities or services supplied to or consumed by Lessee, its agents, employees, contractors, and invitees on or about the Property. Lessor shall not be liable to Lessee for any interruption or failure of any utility services to the Building or the Property except to the extent caused by the negligence or willful misconduct of Lessor, or Lessor's employees, agents, or contractors. Lessee shall not be relieved of any obligation to pay rent or to pay any other sum due hereunder, or be relieved of the obligation to perform any other covenant or agreement of Lessee in this Lease because of any such interruption or failure; provided, however, that if such interruption arises out of the negligence or willful misconduct of Lessor, or Lessor's employees, agents, or contractors such that Lessee is not able and actually ceases to conduct any business activities in all or a substantial part of the Building for a period of three (3) consecutive business days, then Monthly Base Rent shall abate as of the third (3rd) consecutive business day and thereafter until such time as service is restored so that Lessee is able to or actually resumes occupancy of the Building for any of its customary business activities. If such interruption continues for more than one hundred fifty (150) days, then Lessee shall be entitled to terminate this Lease by written notice to Lessor within thirty (30) days after the expiration of such 150-day period unless Lessor has restored all such services and utilities prior to receipt of Lessee's termination notice.

16. Liens. Lessee agrees to keep the Property free from all liens arising out of any improvement work performed by Lessee or arising out of any other work performed, materials furnished, or obligations incurred by Lessee. Lessee shall give Lessor at least ten (10) days prior written notice before commencing any work of improvement on the Property, the contract price for which exceeds Twenty-five Thousand Dollars ($25,000). Lessor shall have the right to post notices of non-responsibility with respect to any such work. If Lessee shall, in good faith, contest the validity of

any such lien, claim or demand, then Lessee shall, at its sole expense, obtain a hen release bond and defend and protect itself. Lessor and the Property against any such lien or claim. Lessee shall promptly satisfy in full any adverse judgment that may be rendered thereon, and Lessee shall cause any judgment lien against the Property relating thereto to be released of record, or in lieu thereof Lessee shall obtain a lien release bond in accordance with applicable law at Lessee's expense before the enforcement of said judgment lien against Lessor or the Property.

17. Assignment and Subletting.

(a) Except as otherwise provided in this Paragraph 17, Lessee shall not assign this Lease, or any interest therein, voluntarily or involuntarily, and shall not sublease the Property or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of Lessor in each instance pursuant to the terms and conditions set forth below, which consent shall not be unreasonably withheld, subject to the following provisions.

(b) Prior to any assignment or sublease which Lessee desires to make, Lessee shall deliver to Lessor in writing the name and address of the proposed assignee or sublessee, true and complete copies of all documents relating to Lessee's proposed agreement to assign or sublease, the proposed use of the Property by the proposed assignee or sublessee and a list of all Hazardous Materials used by the proposed assignee or sublessee, if any, a copy of a current financial statement for such proposed assignee or sublessee, and Lessee shall specify in writing all consideration to be received by Lessee for such assignment or sublease in the form of lump sum payments, installments of rent, or otherwise. For purposes of this Paragraph 17, the term "consideration" shall include all money or other consideration to be received by Lessee for such assignment or sublease. Subject to the satisfaction of the conditions referred to in subparagraph (c), within fifteen (15) days after the receipt of such documentation and other information, Lessor shall (1) notify Lessee in writing that Lessor consents to the proposed assignment or sublease subject to the other terms and conditions set forth hereafter; or (2) notify Lessee in writing that Lessor refuses such consent, specifying reasonable grounds for such refusal.

If Lessee shall propose to assign this Lease, or sublease more than fifty percent (50%) of the Building for all or substantially all of the then remaining Term of this Lease, except in either case to one or more "Permitted Transferees" (as defined in Paragraph 17(g)), Lessee shall so notify Lessor in writing, specifying the proposed commencement date of the proposed assignment or sublease and the other information referred to above in this Paragraph 17(b). Within fifteen (15) days after the receipt of such notice and information from Lessee, Lessor notify may Lessee in writing the Lessor elects to terminate this Lease effective as of the proposed effective date of the assignment or sublease specified in Lessee's notice. If Lessor elects to terminate this Lease pursuant to the foregoing provision, upon the effective date of termination Lessor and Lessee shall each be released from any liability or obligation to the other under the Lease accruing thereafter with respect to the Property, except for any obligations then outstanding and except for any indemnity obligation or other obligations which survive the expiration or termination of this Lease by the express terms hereof, and Lessee agrees that Lessor may enter into a direct lease with the proposed assignee or sublessee without any obligation or liability to Lessee.

(c) In deciding whether to consent to any proposed assignment or sublease, Lessor may take into account whether or not all reasonable conditions specified by Lessor have been satisfied, including, but not limited to, the following:

(1) In Lessor's reasonable judgment, the proposed assignee or sublessee is engaged in such a business that the Property, or the relevant part thereof, will be used in such a manner which complies with Paragraph 8 hereof entitled "Use" and Lessee or the proposed assignee or sublessee submits to Lessor documentary evidence reasonably satisfactory to Lessor that such proposed use constitutes a permitted use of the Property pursuant to the ordinances and regulations of the City of Santa Clara, and that any Hazardous Materials which may be used by the proposed assignee or sublessee will not, in Lessor's reasonable judgment, constitute a risk of contamination of the Property;

(2) The proposed assignee or sublessee shall be a reputable corporation or other legal entity with a financial net worth sufficient in Lessor's reasonable judgment to be able to meet its obligations under this Lease or the sublease in a timely manner;

(3) The proposed assignment or sublease shall be subject to approval by Lessor's mortgage lender, if any, if Lessor's mortgage lender so requires under the express terms of the lender's deed of trust or other loan documents; and if such approval is required, Lessor shall use its good faith efforts to obtain such approval promptly following Lessee's request; and

(4) Lessor's consent to the assignment or sublease shall be in a separate instrument signed by Lessor, Lessee, and the assignee or sublessee which shall contain the relevant provisions of this Paragraph 17 and otherwise in form reasonably acceptable to Lessor and its counsel.

(d) As a condition to Lessor's granting its consent to any assignment or sublease with requires Lessor's consent hereunder, (1) Lessor may require that Lessee reimburse Lessor for Lessor's reasonable attorneys' fees incurred in the negotiation, preparation, review, and approval by Lessor and Lessor's counsel of the documentation for the proposed assignment or sublease, including Lessor's consent thereto, not to exceed $1,500 for any transfer occurring during the first sixty (60) months of the Term or $2,500 for any transfer occurring during the remaining sixty-two (62) months of the Terra; (2) Lessor may require that Lessee pay to Lessor, as and when received by Lessee, fifty percent (50%) of the consideration received by Lessee in connection with said assignment or sublease which is in excess of the rent payable by Lessee to Lessor pursuant to this Lease with respect to such portion of the Premises that is subject to any such assignment or sublease (which shall be allocated on a per square foot basis), after deducting only (A) the cost of any tenant improvements performed by Lessee in the Property at Lessee's expense (such as interior painting, carpet cleaning, replacing ceiling tiles, etc.) in connection with such assignment or sublease (but excluding the Tenant Improvements completed by Lessor pursuant to the Work Letter Agreement attached as Exhibit "B"); (B) a "market" leasing commission (i.e., comparable to commissions currently payable for leases of similar properties in the vicinity of the Premises) payable by Lessee in consummating such assignment or sublease; and (C) the reasonable attorneys' fees incurred by Lessee and Lessor in connection with such assignment or sublease, including the Lessor's attorneys' fees referred to above in this subparagraph; and (3) Lessee and the proposed assignee or sublessee shall demonstrate to Lessor's reasonable satisfaction that the conditions specified by Lessor for Lessor's approval, including the conditions referred to in subparagraph (c) above have been satisfied.

(e) Each assignment or sublease agreement to which Lessor has consented shall be an instrument in writing which complies with the provisions of this Paragraph 17 and in form reasonably satisfactory to Lessor, and shall be executed by both Lessee and the assignee or sublessee, as the case may be. Each such assignment or sublease agreement shall recite that it is and shall be subject and subordinate to the provisions of this Lease, that the assignee or sublessee accepts such

assignment or sublease, that Lessor's consent thereto shall not constitute a consent by Lessor to any subsequent assignment or subletting by Lessee or the assignee or sublessee, and, except as otherwise set forth in a sublease approved by Lessor, the sublessee agrees to perform all of the obligations of Lessee hereunder (to the extent such obligations relate to the portion of the Property subleased), and that the termination of this Lease shall, at Lessor's election, constitute a termination of every such assignment or sublease unless otherwise agreed by Lessor at the time of Lessor's consent to such assignment or sublease.

(f) If Lessor consents to an assignment or sublease, except as otherwise provided in Paragraphs 17(g) or 17(h), Lessee shall remain primarily liable to Lessor for all obligations and liabilities of Lessee under this Lease, including, but not limited to, the payment of rent.

(g) Notwithstanding the foregoing, Lessee may, without Lessor's prior written consent, and without any participation by Lessor in assignment and subletting proceeds, assign this Lease or sublease all or any portion of the Property to a corporation controlling, controlled by, or under common control with, Lessee or to a successor corporation to Lessee by merger, consolidation or reorganization, or to a purchaser of substantially all of Lessee's business operations conducted on the Property (each, a "Permitted Transferee"); provided, that except as specified hereafter (and except in cases where Lessee does not survive the transaction). Lessee shall remain primarily liable for all obligations and liabilities of Lessee under this Lease, including, but not limited to, the payment of rent. Lessee's foregoing rights to assign this Lease or to sublease the Property to a Permitted Transferee shall be subject to the following conditions: (1) there shall be no uncured Event of Default (as defined in Paragraph 22) by Lessee under this Lease existing at the time of any such transfer; (2) Lessee shall remain liable to Lessor hereunder if Lessee survives the transaction; and (3) if as a result of a merger, consolidation, or reorganization Lessee is not a surviving entity, the transferee or successor entity to Lessee shall have on the effective date of such transaction a tangible net worth as shown on its current balance sheet certified by an officer of the assignee or sublessee (hereinafter "transferee") or successor entity at least equal to the tangible net worth of Lessee immediately prior to the effective date of the assignment or sublease, or, if less, financial resources sufficient, in Lessor's reasonable judgment, to perform the obligations under the assignment or sublease, as applicable; and (4) the transferee or successor entity shall expressly assume in writing Lessee's obligations hereunder accruing from and after the effective date of such assignment or subletting.

(h) The sale or transfer of Lessee's capital stock in a public offering pursuant to an effective registration statement filed by Lessee with the Securities and Exchange Commission or otherwise in connection with any other bona fide financing transaction shall not be deemed an assignment, subletting, or other transfer of this Lease or the Property, provided, that in the event of the sale, transfer or issuance of Lessee's securities in connection with a merger, consolidation, or reorganization in which Lessee is not a surviving entity, conditions (1), (3), and (4) in the preceding subparagraph shall apply.

(i) Subject to the provisions of this Paragraph 17 any assignment or sublease without Lessor's prior written consent (where such consent is required hereunder) shall at Lessor's election be void. The consent by Lessor to any assignment or sublease shall not constitute a waiver of the provisions of this Paragraph 17, including the requirement of Lessor's prior written consent, with respect to any subsequent assignment or sublease. If Lessee shall purport to assign this Lease, or sublease all or any portion of the Property, without Lessor's prior written consent (if such consent is required hereunder), Lessor may collect rent from the company or other business entity then or thereafter occupying the Property and apply the net amount collected to the rent reserved herein, but

such collection shall not be deemed a waiver of Lessor's rights and remedies under this Paragraph 17, or the acceptance by Lessor of any such purported assignee, sublessee, or occupant, or a release of Lessee from the further performance by Lessee of any of Lessee's covenants contained herein.

(j) Lessee shall not hypothecate or encumber its interest under this Lease or any rights of Lessee hereunder, or enter into any license or concession agreement respecting all or any portion of the Property, without Lessor's prior written consent which shall not be unreasonably withheld, subject to all of the provisions of this Paragraph 17.

(k) In the event of any sale or exchange of the Property by Lessor and assignment of this Lease by Lessor, upon providing Lessee with written confirmation that Lessor has transferred the Security Deposit held by Lessor to Lessor's successor in interest and upon the assumption by the transferee of all of Lessor's obligations hereunder accruing from and after the effective date of such assignment, Lessor shall be and hereby is entirely relieved of all liability for Lessor's covenants and obligations contained in this Lease with respect to the period commencing with the effective date of the sale or exchange and assignment.

(l) The parties acknowledge that Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue the Lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations).

18. Non-Waiver.

(a) No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by Lessor or Lessee of any provision of this Lease must be in writing.

(b) No receipt by Lessor of a lesser payment than the rent required under this Lease shall be considered to be other than on account of the earliest rent due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. Lessor may accept checks or payments without prejudice to Lessor's right to recover all amounts due and to pursue all other remedies provided for in this Lease. Lessor's receipt of money from Lessee after giving notice to Lessee terminating this Lease shall not reinstate, continue, or extend the Lease term or affect any termination notice given by Lessor before the receipt of the money. After serving notice terminating this Lease, filing an action, or obtaining final judgment for possession of the Property, Lessor may receive and collect any rent, and the payment of that rent shall not waive or affect such prior notice, action, or judgment.

19. Holding Over. Lessee shall vacate the Property and deliver possession of the Property to Lessor in the condition required by this Lease upon the expiration or sooner termination of this Lease. In the event of holding over by Lessee after the expiration or termination of this Lease with Lessor's prior written consent, such holding over shall be on a month-to-month tenancy and all of the terms and provisions of this Lease shall be applicable during such period, including, but not limited to, the payment by Lessee to Lessor of Operating Expenses and Taxes as provided in Paragraph 5, except that Lessee shall pay Lessor as Monthly Base Rent during such holdover an amount equal to the greater of (1) one hundred fifty percent (150%) of the Monthly Base Rent in effect at the expiration or termination of the term, or (2) the then market rent for comparable research and development/office space. If such holdover is without Lessor's prior written consent, in addition to the obligation of Lessee

to pay the foregoing amounts, Lessee shall be liable to Lessor for all costs, expenses, and consequential damages incurred by Lessor as a direct result of such holdover and which would not have otherwise have been incurred. All rent payable during such holdover period shall be payable to Lessor upon demand.

20. Damage or Destruction.

(a) In the event of a total destruction of the Building and Improvements during the Term from any cause, either party may elect to terminate this Lease by giving written notice of termination to the other party within thirty (30) days after the casualty occurs. A total destruction shall be deemed to have occurred for this purpose if the Building and Improvements are destroyed to the extent of seventy-five percent (75%) or more of the replacement cost thereof. If the Building and Improvements are destroyed to the extent of seventy-five percent (75%) or more and this Lease is not terminated by either Lessor or Lessee, Lessor shall, provided that Lessor receives insurance proceeds in at least said amount (less the applicable deductible), repair and restore the Building and Improvements to substantially the condition existing as of the Commencement Date of this Lease in a diligent manner and this Lease shall continue in full force and effect, except that rent shall be abated in accordance with Paragraph 20(d) below.

(b) In the event of a partial destruction of the Building and Improvements of the Property to an extent exceeding twenty-five percent (25%) but less than seventy-five percent (75%) of the replacement cost thereof, or if any damage thereto cannot be repaired, reconstructed, or restored within a period of one hundred eighty (180) days from the date of such casualty, either Lessor or Lessee may terminate this Lease by giving written notice of termination to the other within thirty (30) days after the casualty.

Furthermore, if such casualty is from a cause which is not required to be insured under Lessor's special form property insurance, or is not insured under any other property insurance carried by Lessor, or if the proceeds of insurance received by Lessor when added to the applicable deductible are not sufficient to repair and restore the Building and Improvements, Lessor may elect (1) to repair and restore the Building and Improvements (provided that Lessee has not elected to terminate this Lease pursuant to the first sentence of this Paragraph 20(b)), or (2) to terminate this Lease by giving written notice of termination to Lessee. Lessor's election to repair and restore the Building and Improvements or to terminate this Lease shall be made and written notice thereof shall be given to Lessee within thirty (30) days after the casualty.

If this Lease is not terminated by Lessor or Lessee pursuant to the foregoing provisions, Lessor shall complete the repairs in a diligent manner and this Lease shall continue in full force and effect, except that Monthly Base Rent shall be abated in accordance with Paragraph 20(d) below.

(c) (c) In the event of a partial destruction of the Building and Improvements of the Property to an extent not exceeding twenty-five percent (25%) of the replacement cost thereof and if the damage thereto can be repaired, reconstructed, or restored within a period of one hundred eighty (180) days from the date of such casualty, and if the casualty is from a cause which is insured under Lessor's special form insurance, or is insured under any other coverage then carried by Lessor, and Lessor receives proceeds of insurance sufficient to repair and restore the Building and Improvements, Lessor shall forthwith repair the same, and this Lease shall continue in full force and effect, except that Monthly Base Rent shall be abated in accordance with Paragraph 20(d) below. If any of the foregoing conditions is not met, Lessor shall have the option either to repair and restore the Building and Improvements, in which event this Lease shall remain in frill force and effect, or to terminate this Lease by giving written notice of termination to Lessee within thirty (30) days after the casualty.

(d) In the event of repair, reconstruction, or restoration as provided herein, Monthly Base Rent and Additional Rent shall be abated proportionally in the ratio which the Lessee's use of the Property is impaired during the period commencing with the date of the casualty and ending when the repair or restoration is substantially completed.

(e) With respect to any destruction of the Property which Lessor is obligated to repair, or may elect to repair, under the terms of this Paragraph 20, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by the parties. Lessor's obligation to repair and restore the Property shall be limited to the improvements existing as of the Commencement Date of the term of this Lease, provided that Lessor receives insurance proceeds net of deductibles in at least the amount necessary to repair and restore the Property. Lessor's time for completion of the repairs and restoration of the Property shall be extended by the number of work days that the repair and restoration is delayed by strikes, labor disputes, unavailability of materials, inclement weather, acts of God, or other causes beyond Lessor's control.

(f) In the event of termination of this Lease pursuant to any of the provisions of this Paragraph 20, the rent shall be apportioned on a per diem basis and shall be paid to the date of the casualty. In no event shall Lessor be liable to Lessee for any damages incurred by Lessee from such casualty, or from the repairs or restoration of the Building and Improvements by Lessor pursuant to this Paragraph 20, or from the termination of this Lease as provided herein, nor shall Lessee be relieved thereby from any of Lessee's obligations hereunder, except to the extent and upon the conditions expressly set forth in this Paragraph 20.

21. Eminent Domain.

(a) If all or any substantial part of the Property is taken by eminent domain for any public use or purpose, this Lease shall terminate with respect to the Property or the part so taken upon the earlier to occur of the date when the possession of the part so taken is required for such use or purpose or the vesting of title in the condemning authority. Rent shall be apportioned as of the date of such termination. Lessee shall be entitled to receive any damages awarded to Lessee by the court for (1) any personal property owned by Lessee, and (2) reasonable costs of moving to another location in Santa Clara County. The entire balance of the award shall be the property of Lessor.

(b) If there is a partial taking of the Property by eminent domain which is not a substantial part of the Building or the Property and the balance of the Property remains reasonably suitable for continued use and occupancy by Lessee for the purposes permitted by this Lease, Lessor shall complete any necessary repairs in a diligent manner and this Lease shall remain in full force and effect with a just and proportionate abatement of the Monthly Base Rent and Additional Rent, to reflect the reduction in the rental value of the Property caused by the partial taking. If after a partial taking, the Property is not reasonably suitable for Lessee's continued use and occupancy for the uses permitted herein, Lessee may terminate this Lease effective on the earlier of the date title vests in the condemning authority or the date possession is taken. Subject to the provisions of Paragraph 21 (a), the entire award for such taking shall be the property of Lessor.

22. Default.

(a) A default under this Lease by Lessee shall exist if any of the following occurs (each, an “Event of Default”):

(1) If Lessee fails to pay any Monthly Base Rent, Additional Rent, or any other sum required to be paid hereunder when due which failure continues uncured for a period of three (3) days after written notice thereof;

(2) If Lessee fails to perform any term, covenant or condition of this Lease except those requiring the payment of money, and Lessee fails to cure such breach within thirty (30) days after written notice from Lessor where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30)) day period; that Lessee shall not be in default if Lessee commences such performance within the thirty (30)) day period and diligently thereafter prosecutes the same to completion;

(3) If Lessee’s interest in this Lease is assigned or transferred, either voluntarily or by operation of law (except as expressly permitted by other provisions of this Lease);

(4) If Lessee assigns its assets for the benefit of its creditors; or

(5) If a court makes or enters any decree or order other than under the bankruptcy laws of the United States adjudging Tenants to be insolvent; or approving as properly filed a petition seeking reorganization of Tenants; or directing the winding up or liquidation of Tenants and such decree or order shall have continued for a period of sixty (60) days.

(b) In the Event of a Default by Lessee, Lessor may terminate this Lease and remove ail persons and property therefrom and Lessor may recover from Lessee:

(1) the worth at the time of award of the unpaid rent which had been earned at the time of termination, including interest thereon at the maximum lawful rate from the time of termination until paid;

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided, including interest thereon at the maximum lawful rate from the time of termination until paid;

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%); and

(4) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee’s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

(c) If Lessor does not take possession of the Premises or terminate Lessee’s right to occupy the Premises, then this Lease shall continue in effect for so long as Lessor does not terminate

Lessee’s right to possession and Lessor may enforce all of its rights and remedies under this Lease, including the right to recover the rent and other sums due from Lessee hereunder as and when due. For the purposes of this Paragraph 22, the following do not constitute a repossession of the Property by Lessor or a termination of the Lease by Lessor: (1) acts of maintenance or preservation by Lessor or efforts by Lessor to relet the Property; or (2) the appointment of a receiver by Lessor to protect Lessor’s interests under this Lease.

23. Lessee’s Personal Property. If any of Lessee’s Personal Property remains on the Property after (1) Lessor terminates this Lease pursuant to Paragraph 22 above following an Event of Default by Lessee, or (2) the expiration of the Term or after the termination of this Lease pursuant to any other provisions hereof, Lessor shall give written notice thereof to Lessee pursuant to Applicable Laws. Lessor shall thereafter release, store, or dispose of any such personal property of Lessee in accordance with the provisions of applicable law.

24. Notices. All notices, statements, demands, requests, or consents given hereunder by either party to the other shall be in writing and, except for notices and copies sent to an address outside of the United States (in which case they shall be sent by common carrier for three (3) day delivery), shall be personally delivered or sent by Federal Express or other overnight courier service, or by United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to the parties as follows:

Lessor: Batton Family Investments, L.P.
c/o LDRL Management Company, LLC
1000 C Commercial Street
San Carlos, California 94070
Attention: Ryan D. Balzer

Lessee: SiTime Corporation
990 Almanor Avenue, Suite 200
Sunnyvale, California 94085
Attention: Samsheer Ahmad

Either party may change its address for notice by giving thirty (30) days’ prior written notice to the other party of the new address for notice in accordance with the foregoing provision. Notice to Lessee shall be deemed given upon receipt by Lessee of notice at the address of Lessee referred to above, or attempted delivery where delivery is not accepted.

25. Estoppel Certificates. Lessee shall within fifteen (15) days following request by Lessor execute and deliver to Lessor an Estoppel Certificate (1) certifying that this Lease has not been modified and certifying that this Lease is in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect; (2) stating the date to which the rent and any other charges are paid in advance, if at all; (3) stating the amount of any security deposit held by Lessor; (4) acknowledging that there are not any uncured defaults by Lessor under this Lease, or if there are uncured material defaults on the part of Lessor following the expiration of all applicable notice and cure periods, stating the nature of such uncured material defaults; and (5) any other provisions reasonably requested by Lessor or a prospective purchaser of the Property or a lender.

26. Parking. Lessee shall have the right to use all of the on-site vehicular parking spaces in the parking area on the Property at no additional cost to Lessee, except for the payment by Lessee of the Operating Expenses and Taxes of the Property.

27. Signage. Lessee shall have the exclusive right to install Lessee's identification signage on the monument sign for the Property and the exterior of the Building, at Lessee's sole expense, subject to (i) Lessor's prior approval of the size, design and location of any exterior Building signage, (ii) Lessee's receipt of all necessary approvals from the City of Santa Clara, and (iii) Lessee's compliance with all applicable ordinances and regulations. Lessee shall not place any other signs on or about the Building or the Property without Lessor's prior written consent, which consent Lessor may withhold in Lessor's sole discretion. Lessee shall promptly remove all of Lessee's signage from the Building and elsewhere on the Property at Lessee's expense upon the expiration or sooner termination of this Lease.

28. Real Estate Brokers. Subject to the execution and delivery of this Lease, Lessor shall pay a leasing commission for this Lease to Cassidy Turley Commercial Real Estate Services, Inc., d.b.a. Cushman & Wakefield ("Broker") pursuant to the terms of a separate written agreement. Lessor and Lessee each represent to the other that it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease other than Broker. Lessor and Lessee shall each indemnify, defend, and hold harmless the other from all damages, expenses, and liabilities resulting from any claims that may be asserted against the other party by any other broker, finder, or other person with whom the indemnifying party has or purportedly has dealt in connection with this Lease.

29. Approvals. Notwithstanding anything to the contrary in this Lease, whenever this Lease requires the approval, consent, designation, determination, or judgment by either Lessor or Lessee, such approval, consent, designation, determination, or judgment by either Lessor or Lessee (including, without limiting the generality of the foregoing, those required in connection with assignment and subletting), shall not be unreasonably withheld or delayed and in exercising any right or remedy hereunder, each party shall at all times act reasonably and in good faith.

30. Subordination: Attornment. Lessee agrees to execute, acknowledge, and deliver to Lessor upon reasonable request from time to time during the Term of this Lease a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in the form requested by Lessor's mortgage lender, if any, on the condition that Lessor and Lessor's lender shall execute, acknowledge and deliver to Lessee promptly thereafter a copy of the SNDA providing that so long as Lessee is not in default under this Lease, Lessee's possession of the Property and its rights under this Lease shall not be disturbed in the event of the foreclosure of the mortgage to which this Lease is subordinated by the SNDA, or in the event of the delivery of a deed in lieu of foreclosure, and further providing that upon request Lessee shall attorn to the lender or the purchaser of the Property at the foreclosure sale or by deed in lieu of foreclosure. Promptly following the execution and delivery of this Lease, Lessor shall request in writing of any lender holding a security interest in the Property, or any portion thereof, that such lender execute an SNDA which shall include the granting of non-disturbance rights to Lessee so long as Lessee is not in default hereunder. Lessor shall exercise commercially reasonable efforts to obtain such SNDA, but this Lease shall not be conditioned upon any lender executing an SNDA.

31. Breach by Lessor.

(a) Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time after receipt of written notice from Lessee to perform an obligation required to be performed by Lessor pursuant to this Lease. For purposes of this Paragraph 31, a reasonable time shall

in no event (other than an emergency) be less than thirty (30) days after receipt by Lessor, and by the holders of any mortgage or deed of trust covering the Property whose name and address have been furnished to Lessee in writing for such purposes, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days after receipt of such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

(b) In the event of a breach of this Lease by Lessor, Lessee's sole remedy shall be to institute an action against Lessor for damages or for equitable relief, but Lessee shall not have the right to rent abatement, to offset against rent, or to terminate this Lease other than as expressly set forth in this Lease.

32. Lessor's Entry. Except in the case of an emergency and except for permission by an employee of Lessee to enter during Lessee's normal working hours. Lessor and Lessor's agents shall provide Lessee with at least twenty-four (24) hours' notice prior to entry of the Building. Such entry by Lessor and Lessor's agents shall not interfere with Lessee's operations more than reasonably necessary. Lessor and Lessor's agents shall at all times be accompanied by a representative of Lessee during any such entry except in case of emergency. Lessor may enter the Building at any time without prior notice to Lessee, and without a representative of Lessee present, if Lessee has vacated the Building.

33. Attorneys' Fees. If any action at law or in equity is brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or to interpret any provisions of this Lease or for recovery of the possession of the Property, the prevailing party shall be entitled to recover from the other party costs of suit and reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

34. Quiet Possession. So long as no Event of Default by Lessee under this Lease remains uncured. Lessee shall have quiet enjoyment and possession of the Property for the entire Term hereof subject to all of the provisions of this Lease.

35. General Provisions.

(a) Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

(b) Lessor and Lessee agree that each has had an opportunity to determine to its satisfaction the actual area of the Building. All measurements of area contained in this Lease are conclusively agreed to be correct and binding on the parties, even if a subsequent measurement of one of these areas determines that it is more or less than the area reflected in this Lease. Any such subsequent determination that the area is more or less than the area shown in this Lease shall not result in a change in any of the computations of rent or any other matters described in this Lease where area is a factor.

(c) Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided elsewhere in this Lease, their respective heirs, executors, administrators, successors, and assigns, subject at all times, nevertheless, to all agreements and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering of all or any part of Lessee's interest in this Lease or the subletting of all or any part of the Property.

(d) The captions of the paragraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(e) This Lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this instrument.

(f) The laws of the State of California shall govern the validity, performance, and enforcement of this Lease, without regard to conflicts of laws provisions. Notwithstanding which of the parties may be deemed to have prepared this Lease, this Lease shall not be interpreted either for or against Lessor or Lessee, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

(g) Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

(h) Recourse by Lessee for breach of this Lease by Lessor shall be expressly limited to Lessor's interest in the Property and the rents, issues and profits (herefrom, and no other assets of Lessor or any manager, member, property manager, employee, or agent thereof. In the event of any such breach or default by either party hereunder, the non-breaching party hereby waives the right to proceed against any assets of any manager, member, property manager, employee, or agent of the party in breach,

(i) Any provision or provisions of this Lease which shall be found to be invalid, void or illegal by a court of competent jurisdiction, shall in no way affect, impair, or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

(j) This Lease may be modified in writing only, signed by the parties in interest at the time of such modification. This Lease and all subsequent modifications thereto maybe executed in counterparts, each of which shall constitute an original. Facsimile or ".pdf' copies of signatures shall constitute proper and binding execution of all writings and may be relied on by the other party as if original.

(k) Each party represents to the other that the persons signing this Lease on its behalf are properly authorized to do so. Upon the request of either party, evidence of the written authority of such persons to sign on behalf of the other party shall be provided to the requesting party hereto either prior to or simultaneously with the return to the requesting party of a fully executed copy of this Lease.

(l) No binding agreement between the parties with respect to the Property shall arise or become effective until this Lease has been duly executed by both Lessee and Lessor and a fully executed copy of this Lease has been delivered to both Lessee and Lessor.

(m) Lessor and Lessee acknowledge that the terms and conditions of this Lease constitute confidential information of Lessor and Lessee. Neither party shall disseminate orally or in written form a copy of this Lease, lease proposals, lease drafts, or other documentation containing the terms, details or conditions contained herein to any third party without obtaining the prior written consent of the other party, except to the attorneys, accountants, or other authorized business representatives or agents of the parties, or to the extent required to comply with applicable Laws (including applicable securities laws).

(n) Except as otherwise provided in Paragraph 19, Lessor and Lessee waive any claim for consequential damages which one may have against the other for breach of or failure to perform or observe the requirements and obligations created by this Lease.

(o) This Lease shall not be recorded.

(p) Lessee and Lessor (each, a “Representing Party”) each represents and warrants to the other (i) that neither the Representing Party nor any person or entity that directly owns a ten percent (10%) or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a “Prohibited Person”) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the “Executive Order”) signed on September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Person Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that the Representing Party’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”), and (iii) that throughout the term of this Lease the Representing Party shall comply with the Executive Order and with the Money Laundering Act.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this Lease as of the date first set forth herein.

“Lessor”

BATTON ASSOCIATES, LLC,
a California limited liability company

By: W. F. Batton Management Company,
a California corporation, Manager

By: /s/ Harold Balzer
Harold Balzer, President

“Lessee”

SITIME CORPORATION,
a Delaware corporation

By: /s/ Rajesh Vashist
Rajesh Vashist, CEO

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Exhibit 10.18

[*] Indicates that certain information in this exhibit has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

LICENSE AGREEMENT

This License Agreement (the "Agreement"), effective on August 1, 2018 (the "Effective Date"), is entered into by and among Robert Bosch LLC ("Bosch"), a Delaware limited liability company with its principal place of business located at 38000 Hills Tech Drive, Farmington Hills, MI 48331, U.S.A and SiTime Corporation ("SiTime"), a Delaware corporation with a principal place of business located at 5451 Patrick Henry Drive, Santa Clara, CA 95054. Bosch and SiTime may be referred to collectively herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS Bosch has obtained the right to sublicense certain intellectual property relating to the design and manufacture of [*] called [*], which can be used for, among other things, the [*] and [*] of [*] for timing applications.

WHEREAS SiTime is in the business of developing and manufacturing resonators, oscillators, and other similar devices for timing applications based on [*], and would like to obtain a sub-license to utilize certain Bosch intellectual property.

WHEREAS the Parties agree to enter into an agreement, whereby Bosch shall grant SiTime a sub-license to use certain intellectual property, under the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration for the mutual covenants, conditions and promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A. Definitions.

1. "Affiliates" shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement; and as used herein "control", "controls", or "controlled" means: (a) fifty-one percent (51%) or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least fifty-one percent (51%) of the voting power or voting equity; or (c) the ability to otherwise to direct or share management policies of such entity.

2. The "Bosch Field" shall mean [*].

3. "[*]" shall mean [*].

4. "Confidential Information" shall mean: all nonpublic information relating disclosed by either Party, its Affiliates, or their agents, directly or indirectly, in writing, orally or by inspection of premises or tangible objects to the other Party under the terms of this Agreement that is (a) marked confidential or proprietary, or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential. Notwithstanding the foregoing, the Technology shall be deemed Bosch's Confidential Information, whether or not marked or otherwise designated as such.

5. "MEMS Component'' shall mean the part of a Product that includes the [*] for [*], which contain or are manufactured in whole or in part by using the Technology. In [*] (as defined in Section A.7 hereof), this is the resonator component and in [*] (as defined in Section A.7 hereof), this is the [*] resonator that is part of the Product.

6. “Patents” shall means all relevant patents and patent applications owned or controlled by Bosch or its Affiliates that are identified in Exhibit 1, and any divisionals, continuations, continuations-in-part, reissues, re-examinations, substitutions, additions, extensions and foreign counterparts thereof. If it should arise that a patent Bosch and/or its Affiliates own and has the right to license without payment to third parties reasonably should have been included in Exhibit 1, Bosch shall have the right to amend Exhibit 1 to include such patent.

7. “Product’’ shall mean electronic timing components that are or contain a MEMS Component, limited to Products using [*], [*] and future versions of [*] and [*]. [*] are [*] and [*], which are two different components that can be [*] in [*]. [*] are [*] and [*], which are [*] on [*] whereby the Product shall not contain [*].

8. The “[*]” shall mean MEMS-based [*], excluding [*]. For clarification, [*] includes [*], which are used to enhance the performance of the timing signal such as [*].

9. The “Technology’’ shall means Patents set out in Exhibit 1.

B. <u>Sublicense Grant</u>.

1. Bosch hereby grants SiTime a [*] sublicense under the Technology to develop, design, manufacture, have manufactured, and use Products in [*] and to offer for sale, sell, import, export, and distribute such Products, whether alone or incorporated into other products or systems in [*] worldwide. The right to manufacture under the sublicense granted in Section (B)(1) shall include the right to have manufactured MEMS Components. The sub-license contained herein includes all Patents identified in Exhibit 1.

Contracts with manufacturers of MEMS Components other than Bosch (“Non-Bosch Manufacturers”) and its Affiliates shall include provisions, which specify that such Non-Bosch Manufacturers shall use the Technology and/or Confidential Information solely for the manufacture of Products for SiTime.

2. Bosch grants to SiTime the [*] sub sublicense to grant to purchasers of the SiTime MEMS Component the right to use the [*] and its foreign equivalents now existing or later recognized in any jurisdiction, and all divisions, continuations, renewals, reissuances, reexaminations, applications, registrations, and any extensions of the foregoing, now existing or hereafter filed, issued or acquired, for the sole purpose of developing a compensation circuit for the SiTime MEMS Components and implementing the compensation circuit into an integrated circuit together with other functionalities, and to use and sell such integrated circuit together with MEMS Components purchased from SiTime.

3. SiTime shall require that Non-Bosch Manufacturers of the MEMS Components for the Products do not supply such Products to any third party and that such supplier is bound by confidentiality obligations at least as restrictive as those to which SiTime is bound under the terms of this Agreement. SiTime shall [*] such Non-Bosch Manufacturers at least [*], and shall use reasonably diligent efforts to enforce such requirements if it becomes aware of any breach. For purposes of clarification, the foregoing requirement not to supply to third parties shall not prohibit drop shipment of Products from the Manufacturers to SiTime customers.

4. All sublicense rights not expressly and specifically granted by Bosch under this Agreement are hereby reserved by Bosch.

C. <u>Compensation.</u>

1. SiTime shall pay to Bosch [*] on top of the prices set forth in the Quotation for Wafer Products [*] & [*] set forth in Exhibit 2 (the “Quotation”), for all wafers containing [*] for [*] SiTime purchases from Bosch (the “Wafer Products”), commencing January 1, 2019 until March 31, 2024. Excluded from this [*] are Wafer Products used for i) [*] customers of SiTime who integrate the [*] resonators into their IC products and ii) potential future SiTime Products which do not use a [*] for compensating [*] and [*]. However, the aforementioned excluded Products shall not be considered when calculating the Product Commitment values set forth in Section 4.8 (a) of the Amended and Restated Manufacturing Agreement of February 23, 2017 (the “Master Agreement’’). Within [*] after the end of each [*], SiTime shall provide Bosch with a written report listing the amount of Wafer Products used for above listed businesses i. and ii. Bosch agrees to [*] the amount of [*] Wafer Product within [*] of receiving the written report. Bosch will deduct this amount as credit from the next invoice payable, if no invoice is due during the next [*], Bosch shall pay SiTime within [*] of receiving the report. The [*] set forth herein shall not form the basis for SiTime to challenge [*] of [*] under section 4.8 of the Master Agreement. Any challenge to [*] of [*] under 4.8 of the Master Agreement must be based solely on the [*] set forth in Exhibit 2.

2. SiTime shall pay Bosch a royalty fee of [*] for all Wafer Products that SiTime purchases from Non-Bosch Manufacturers or that SiTime manufactures itself from January 1, 2019 through March 31, 2024.

a. The royalty fee shall accrue on the date SiTime or a subcontractor of SiTime gains possession of the Wafer Products. Within [*] after the end of each [*], SiTime shall provide Bosch with a written report accounting for all Non-Bosch Manufacturers from which it has purchased Wafer Products and account for the number of Wafer Products purchased from each Non-Bosch Manufacturer or number of Waver Products manufactured itself to . For periods where no Wafer Products have been purchased from Non-Bosch Manufacturers “nil royalty reports” shall be submitted in lieu of the aforementioned report.

b. SiTime currently has not engaged any Non-Bosch Manufacturers for the manufacture and/or production of Wafer Products. SiTime shall inform Bosch not later than [*] after release to production of any new Non-Bosch Manufacturers who have been engaged to manufacture and/or produce Wafer Products for SiTime. [*] reporting of Wafer Products from Non-Bosch Manufacturers will start as described in Section C(2)(a) after such Non-Bosch Manufacturer begins production of Wafer Products for SiTime, until then [*] reporting is sufficient.

c. Within [*] of receiving an invoice from Bosch, SiTime shall transfer by wire the resulting royalties into the Bosch account located at Harris Bank, Acct# , ABA# , Swift# , or any other account designated in the invoice, stating in the remittance the number of the Agreement together with the word “Royalties”. Costs and charges incurred by payments shall be borne solely and exclusively by SiTime.

d. SiTime shall keep separate records on Wafer Products purchased from Non-Bosch Manufacturers showing in particular at what time SiTime or SiTime's subcontractor gained possession of any and all Wafer Products.

e. For each royalty report under this Agreement, Bosch shall be entitled to have an [*], at its own expense and subject to the conditions hereunder, the [*] relating to the [*] of such royalty reports, for a period of [*] after the due date of such royalty reports. Such [*] shall occur during normal business hours at SiTime's offices and upon reasonable notice from Bosch. Such [*] and the [*] shall be subject to a non-disclosure agreement reasonably acceptable to the Parties. In case such [*] reveal [*] by SiTime requiring [*] to Bosch, SiTime shall pay such [*] to Bosch within [*] after the result of such [*] has been submitted to SiTime. In addition thereto SiTime shall bear the costs of such [*] provided the [*] to be paid by SiTime to Bosch exceeds [*] of the [*] paid by SiTime to Bosch for the [*].

3. Unless otherwise specified herein, all payments to be made by SiTime to Bosch shall be without deduction for taxes and other duties. Notwithstanding the foregoing, any payments that are subject to taxes and/or duties that SiTime is required to deduct and withhold; SiTime shall deduct such amounts from the royalty and pay such amounts to the governmental authority on behalf of Bosch. SiTime shall present evidence of the payment of such amounts to Bosch in the form of official receipts showing the amounts of taxes and/or other dues paid on Bosch's behalf.

D. <u>Warranty/Liability.</u>

1. Bosch does not assume any warranty for the technical or economic success of the Products nor for the Products' compliance with governmental regulations.

2. SiTime shall defend and/or settle, at its own expense, any third party claim or action brought against Bosch and/or its Affiliates, and hold Bosch and/or its Affiliates harmless from any liability and expenses connected therewith, including payment of reasonable attorney fees, arising from Products manufactured, sold, or used by SiTime under this Agreement, excluding any claims arising from Bosch's breach of representation, warranty, or covenant under this Agreement; and SiTime shall pay all damages, costs, and expenses attributable to such action, provided that Bosch (a) notified SiTime promptly in writing of any such action; and (b) gave SiTime sole control of the defense and/or settlement of such action. For Products or MEMS Components supplied by Bosch the Parties may agree otherwise under the respective purchase agreement.

3. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTIBILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT.

4. EXCEPT FOR ANY BREACH OF CONFIDENTIALITY, COVENANT NOT TO COMPETE, AND/OR UNAUTHORIZED ASSIGNMENT, OR FOR AMOUNTS AWARDED TO THIRD PARTIES COVERED BY THE INDEMNIFICATION PROVISIONS CONTAINED IN SECTION II(D)(3) OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT,

OR EXEMPLARY DAMAGES AIRISNG OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. Marking/Designation.

Unless otherwise specified, SiTime shall not distribute Products manufactured under or pursuant to this Agreement with Bosch and/or its Affiliates' name or trademark.

F. Confidentiality/Copyright.

1. The Parties shall treat as confidential all Confidential Information provided to it by the other Party. Neither Party shall use such Confidential Information except as expressly set forth herein or as otherwise authorized in writing by the other Party. Each Party shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse, or removal of Confidential Information and shall not disclose such Confidential Information to any third party except as may be required in connection with the exercise of its rights under this Agreement and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties shall use the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information, and shall in any event use no less than reasonable procedures and a reasonable degree of care.

2. Notwithstanding the foregoing, neither Party shall have liability to the other with respect to any Confidential Information of the other Party which is: (a) already known or in the possession of the other Party at the time of disclosure as shown by the other Party's files and records prior to the time of disclosure, otherwise than as a result of any improper act or omission; (b) or becomes public knowledge through no wrongful act of the other Party; (c) rightfully acquired from others who did not obtain it under obligation or confidentiality; (d) independently developed by an employee, agent, or consultant of the other Party without reference to any Confidential Information; (e) approved for release by written authorization of the disclosing Party; or (f) disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving Party provides reasonable advance notice thereof to the disclosing Party to enable it to seek a protective order or otherwise prevent such disclosure.

3. Neither Party shall disclose the terms and conditions contained in this Agreement and its exhibits to any third party without the prior written consent of the other Party. However, the Parties may disclose the terms and conditions contained herein under the following limited circumstances: (a) if ordered to do so by any court, governmental body, and/or as otherwise required by law; (b) to its legal counsel; (c) accountants, banks, financing sources, and their advisors, solely for purposes securing financing; (d) in connection with the enforcement of this Agreement or rights arising hereunder; or (e) in connection with an actual or proposed merger, acquisition, or similar transaction, solely for use in connection with due diligence in connection with such a transaction.

4. Copyright on, and title to, the data and documents furnished to SiTime and any such copies made by SiTime, shall remain with Bosch and/or its Affiliates.

5. Copyright on, and title to, the data and documents furnished to Bosch and/or its Affiliates and any such copies made by Bosch, shall remain with SiTime and/or its Affiliates.

G. Maintenance, Defense, & Contesting of Sub-licensed Patents

1. Bosch hereby reserves the right to maintain and/or defend the Patents and to prosecute infringement of the Patents, in its sole discretion. SiTime shall advise Bosch immediately of any infringement of the Patents of which it becomes aware.

2. In the event that either Party declines to enforce or defend the Patents, the other Party shall have the right, at its sole cost and expense, to assume the enforcement or defense of the Patents in the Bosch Field or [*], as applicable.

H. Beginning and End of Agreement

1. This Agreement shall become effective on the Effective Date set forth herein. The Agreement shall have a term ending after the expiration of the last Patent to expire. For the time after March 31, 2024, SiTime will no longer be responsible for the payment of any royalties hereunder.

2. Any of the following shall constitute a “Default’’ by SiTime under the terms of this Agreement: (a) a material breach of any of the terms and/or conditions contained herein; (b) SiTime files a petition under the bankruptcy code or any similar proceeding under state law, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed over its assets, or commences procedures for dissolution, liquidation, or winding up of the business; or (c) SiTime attempts to assign or otherwise transfer rights under this Agreement to a third Party in contravention of Section I(4) herein below.

In the event of a Default by SiTime that is not cured within ninety (90) days in the case of H(2)(a), (b), and (c), or within fifteen (15) days in all other cases of written notice thereof, Bosch shall have the right to terminate the Agreement, modify the field of use and the term of the sub-license granted, and/or claim all legal and equitable remedies available.

3. Neither Party shall be responsible for any delays or inability to perform any of its obligations hereunder due to Force Majeure events. For purposes of this Agreement Force Majeure events shall include, but not be limited to: war, terrorism, civil commotion, strikes, lockouts, acts of God, transport catastrophes, embargoes, governmental orders, or other similar circumstances not reasonably within the control of the Parties. In the event that a Party is unable to perform its obligations under this Agreement for more than one year due to a Force Majeure event, the other Party may terminate this Agreement with three (3) months written notice and time to cure, without penalty to the other Party.

4. Upon the conclusion of this Agreement all rights granted to SiTime by Bosch hereunder shall expire. Upon the conclusion of this Agreement, SiTime shall return to Bosch all Confidential Information received from Bosch and/or its Affiliates in connection with this Agreement or otherwise. In the alternative, SiTime may destroy such Confidential Information and provide Bosch with a certificate of destruction reflecting same.

5. In the event that this Agreement is terminated for any reason whatsoever, all future and continuing rights and obligations hereunder shall cease and terminate immediately, except for the rights/obligations contained in Section F and the obligation to make reports and pay all sums accrued hereunder.

I. Miscellaneous Provisions.

1. This Agreement replaces all oral or written agreements entered into between the Parties regarding the Products, prior to the signing of this Agreement. Modifications or supplements to this Agreement require a writing signed by both Parties to become legally binding. Notwithstanding the foregoing, the Master Agreement shall remain in full force and effect.

2. If any provision of this Agreement is deemed unenforceable, the balance of the Agreement shall be interpreted and enforced to the greatest extent possible, as if the unenforceable provision or portion had never been a part of the Agreement.

3. Except in conjunction with a merger of SiTime with another entity or its sale to another entity of all or substantially all of its assets, whereby such assignee provides Bosch with reasonably adequate assurances of continued performance of all SiTime obligations hereunder, this Agreement is personal to SiTime and SiTime shall not have the right to assign or otherwise transfer this Agreement (or any right, sub-license, or obligation contained herein) to any third party without the prior written consent of Bosch, which shall not be unreasonably withheld.

4. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict or choice of laws. The Parties hereby unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the state and federal Courts located in the State of Michigan.

5. Except as otherwise contained herein, failure of either Party to enforce any of its rights contained herein shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies.

6. Headings in this Agreement are for reference only and shall not affect the meaning of the provisions.

7. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but when taken together shall constitute one and the same agreement.

[The remainder of this page is left intentionally blank]

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party of as of the Effective Date.

ROBERT BOSCH LLC

Signature: /s/ Mark Freeborough
Name: Mark Freeborough
Title: Sales Director

Date: August 1, 2018

ROBERT BOSCH LLC

Signature: /s/ Timothy Frasier
Name: Timothy Frasier
Title: President, North America

Date: August 1, 2018

SiTIME CORPORATION

Signature: /s/ Rajesh Vashist
Name: Rajesh Vashist
Title: CEO

Date: August 1, 2018

[*] Indicates that certain information in this exhibit has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

SITIME - BOSCH

AMENDED AND RESTATED MANUFACTURING AGREEMENT

This Amended and Restated Manufacturing Agreement (hereinafter the "Agreement") is entered into as of 23 - Feb, 2017 (the "Effective Date"), by and between SiTime Corporation, a Delaware corporation, having its principal place of business at 5451 Patrick Henry Drive Santa Clara, CA 95054, ("SiTime" or "Buyer") and Robert Bosch LLC, a Delaware limited liability company having its principal place of business at 38000 Hills Tech Drive, Farmington Hills, Michigan 48331 ("Bosch" or "Seller"). Buyer and Seller each may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Buyer is engaged in, among other things, the business of developing, designing, manufacturing and selling integrated circuits and wafers in the semiconductor marketplace; and

WHEREAS, Buyer is currently producing and in the process of designing and developing new product line(s), including CMOS and MEMS products and devices in the semiconductor and related industries; and

WHEREAS, Seller and/or its Affiliated Companies is (are) engaged in, among other things, the business of designing and manufacturing MEMS devices, and wafers; and

WHEREAS, the Parties entered into a Manufacturing Agreement effective on June 5, 2009 (the "Original Agreement"), whereby Seller supplies to Buyer certain Products manufactured using the [*] provided by Buyer and provides manufacturing Services (each as defined herein) for Buyer; and

WHEREAS, the Parties desire to amend and restate the Original Agreement to lengthen the Term of the Agreement and incorporate certain other clarifications and changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 DEFINITIONS

1.1 **Acceptance**: Products are considered accepted only after they have strictly met and complied with Wafer Acceptance Criteria provided in this Agreement or in specific Purchase Specifications to be mutually agreed upon. Delivery, payment, shall not constitute Acceptance under the terms of this Agreement.

1.2 **Affiliated Company**: means, any entity which controls, is controlled by or under common control with a Party. For the purpose of this definition "controls, is controlled by or under common control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies within, by contract or through the ownership of voting securities, partnership, membership or similar interest.

1.3 **Confidential Information**: means (a) patents, patent applications, trade secrets, inventions, discoveries, ideas, concepts, methods, techniques, "know-how," processes, procedures, designs, devices, drawings, materials, specifications, algorithms, software programs, software source documents, models, studies, data, documentation, diagrams, research, improvements, development plans, products,

customer lists, pricing, sales and marketing plans, business forecasts, and financial information of or relating to the disclosing Party or similar information provided by disclosing Party, as well as all copies, summaries, analyses, compilations, forecasts, studies or other documents prepared thereof by receiving Party or its employees, agents or representatives in connection with this Agreement (whether received in writing, orally, visually, electronically, machine readable or other tangible form or by any other means and whether received before or after the date hereof);and (b) the terms, conditions and existence of this Agreement; provided, however, that "Confidential Information" shall not include information that: (i) was or becomes generally known or available in the public domain through no fault of the receiving Party; (ii) was known at the time of disclosure and had already been reduced to tangible form by the receiving Party at the time of disclosure and is not subject to restriction; (iii) was independently developed by the receiving Party without any use of the Confidential Information of the discloser and by employees or other agents of the receiver who have not been exposed to the Confidential Information, provided that the receiver can demonstrate such independent development; (iv) becomes known to receiver from a source other than the discloser without breach of this Agreement by receiver and in a manner which is otherwise not in violation of discloser's rights; (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body; provided that the receiver shall provide reasonable advance notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure.

1.4 **Development Wafer(s)**: means (i) Wafers manufactured until the Parties mutually agree to [*] for the certain Product Type and initiate Pre-Production Wafers, (ii) untested Wafer(s) that [*], (iii) Wafers of a new Product Type produced on [*] released only for different Product Type(s), or (iv) such other Wafers that the Parties agree shall be classified as Development Wafers.

1.5 **Die**: means an individual chip containing either a MEMS function, integrated circuit or both monolithic integrated.

1.6 **Exhibits(s)**: Documents containing information and specifications that are part and parcel of, and fully incorporated into, this Agreement.

1.7 **Facilities**: the physical manufacturing facility of Seller's Affiliated Company located at Reutlingen Germany and such other facilities identified by Seller provided that the areas which are essential for production of the Products for Buyer have been qualified and approved by Buyer in writing.

1.8 **Forecast(s)**: The quantity of Products or Services that Buyer reasonably anticipates it may purchase during a specified time to assist Seller with its planning as provided under this Agreement.

1.9 **Intellectual Property**: All past, present and future intellectual property rights of a Party throughout the world, including all rights, title and interest in patents, patent applications, industrial designs, copyrights, mask works, trade secrets, technical "know-how", moral rights, modifications and derivations of any of the foregoing, and all Inventions, discoveries, ideas, technology, design, processes, formulas, production methods, techniques, concepts and embodied or incorporated in the Product, and the Confidential Information of a Party. Excluded shall be trademarks, names domains etc.

1.10 **Inventions**: All discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, algorithms, designs, ideas, creations, works, processes, methods, computer programs, strategies, specific technical know how and data, whether or not patentable or registrable under patent, copyright or similar statutes anywhere in the world, that are generated, created, conceived, reduced to practice or learned (collectively "created") as a result of the work being performed under this Agreement, regardless of whether it is incorporated in the design or function of the Products, or is created or discovered as part of the performance of Services, and all documentation associated therewith.

1.11 **Lead-Time**: The number of calendar weeks or calendar days, representing the time from the date a Purchase Order is issued for Products and/or Service to the date the Products are provided for pick-up service ex Reutlingen.

1.12 **Lot**: A group of Wafers which are processed simultaneously. Each Lot will be assigned a specific alpha/numeric identification that distinguishes it from any other group that contains the same type of Die so that each Lot can be separately identified.

1.13 **Pre-Production Wafers**: Wafers that have been manufactured with [*] but the Product Type have not been Released to Production by both parties. The primary purpose of Pre-Production Wafer lots is to [*] needed to have a [*] Released to Production. Parties shall agree on a preliminary ramp up specification/pre-production wafer specification for each Product Type.

1.14 **Product(s)**: means Wafers, which Seller produces, implements, and/or manufactures (or which is produced, implemented and/or manufactured by Seller's Affiliated Company on Seller's behalf) and sells to Buyer as set forth in Exhibit A Section 1 of this Agreement. Products also include any documentation created by Seller and provided to buyers of such Products.

1.15 **[*]**: The [*] is a [*] contributed by SiTime and proven adequate for [*] for SiTime's Products that will be used by Bosch to manufacture Buyer's Products.

1.16 **[*] Specification**: Detailed description and table of specification, attached hereto in Exhibit "E".

1.17 **Production Wafers**: Wafers manufactured and produced by [*] supplied by Buyer, to be finally and mutually released by both parties, in full compliance with the [*] Specifications that is attached hereto in Exhibit "E".

1.18 **Purchase Order**: An order issued by Buyer to Seller for the Products, generally including, but not limited to, the Products and/or Service descriptions, purchase price, quantities, delivery date, and delivery point. Buyer may issue blanket Purchase Orders or discrete Purchase Orders.

1.19 **Released to Production**: [*] is deemed released to production by Buyer and Seller if Pre-Production Wafers are characterized and prove to be in compliance with the [*] Specification, using standard statistical criteria for [*] as described in Exhibit "E", as mutually agreed by the Parties.

1.20 **Service(s)**: The work to be performed by Seller, including, but not limited to [*], [*], production, Foundry Services (as defined in Exhibit "A" Section 2), and support, as set forth in the Exhibits to this Agreement.

1.21 **Statement of Work, or, Scope of Work**: The document attached as Exhibit A to this Agreement describing the work to be performed by Seller.

1.22 **Product Type**: means Products defined by a unique part number and produced according to an unique specification (such as [*] and [*]).

1.23 **Wafer**: means [*] diameter silicon wafer containing integrated circuits. The definition of Wafers includes Production Wafers, Pre-Production Wafers and Development Wafers.

1.24 **Wafer Acceptance Criteria**: have the meaning provided in Exhibit "B".

2.0 TERM AND SCOPE OF AGREEMENT

2.1 This Agreement shall be effective for a period of ten (10) years from the Effective Date, unless terminated earlier in accordance with Section 14 (the "Initial Term"). Unless otherwise terminated prior to expiration as provided herein, the Initial Term and any renewal term shall automatically renew unless one Party notifies the other of its intent not to renew at least three (3) years prior to the expiration of the then-current term subject, however, to the provisions of this Agreement relating to amendment, modification and termination thereof.

2.2 Buyer is permitted to submit Purchase Orders per Rolling Forecast (as defined in 12.1) and under consideration of the Lead Times for deliveries to be fulfilled up to [*] after the written notice of termination of this Agreement by either party in accordance with section 14.1. Such Purchase Orders shall be filled upon acceptance in accordance with Section 4 hereof, or for such longer period as may be required to fulfill the Purchase Orders and delivery of the Products as set forth in the relevant Purchase Orders and mutually agreed upon between the parties.

2.3 Buyer may also submit a Purchase Order representing a last time buy of a Product(s) ("Last Time Buy Order") up to [*] after the written notice of termination of this Agreement by either party in accordance with section 14.1 or [*] after any discontinuance of a Product Type (whichever is earlier), and Seller shall supply such Product(s) in accordance with this Agreement. A Last Time Buy Order is limited to [*] in the [*] prior to the date of the Last Time Buy Order. Delivery of the Product(s) in a Last Time Buy Order will occur within [*] after the Last Time Buy Order is placed unless the production of the parts ordered in the Last Time Buy reasonably requires a longer period or otherwise agreed between the Parties.

2.4 Seller may discontinue a Product Type by [*] advance written notice to Buyer. Buyer may place Last Time Buy Orders for discontinued Product Types according section to 2.3. Notwithstanding the first sentence of this Section 2.4, if the overall quantity of a [*] drops below [*] Wafers per [*] Seller is permitted to discontinue delivery [*] after notice of discontinuation.

2.5 This Agreement is limited only to the supply of the specification of Products by SiTime and manufacture of Products by Bosch. The terms and conditions contained herein or in any exhibit or attachment hereto (including, without limitation, all Scopes of Work or Statements of Work) shall, in all instances, be construed to apply only to such Products. The Parties, however, may subsequently agree to extend the terms and conditions of this Agreement to the manufacture of Products by executing additional exhibits or attachments hereto expressly setting forth such intent.

3.0 PRICING

3.1 **Accepted Pricing**. All of Buyer's Purchase Orders for Products and/or Services which are accepted by Seller shall be filled at the prices set forth in the respective latest valid agreed to quotation. Such quote covers [*] of [*]. At [*] Bosch will submit a new quotation for the following [*] of [*]. For the avoidance of doubt [*] for [*] which are already covered in the previous quote will stay the same in the new quote.

3.2 **Cost Reduction Plans**. The Parties shall cooperate to develop and implement cost reduction plans for the Products.

3.3 **Tooling Costs**. If requested [*] will require the Seller to incur additional tooling costs, the Parties shall negotiate the Wafer price impact of these extra costs in good faith.

3.4 **Pricing in U.S. Dollars**. Unless otherwise mutually agreed in a separate writing signed by both Parties, all prices pertaining to this Agreement shall be paid in U.S. dollars.

3.5 **Costs, Expenses and Investment of Resources**. Except as otherwise set forth in this Agreement, each Party understands and agrees that it shall be responsible for and shall bear its own costs and expenses arising from the performance of its obligations hereunder.

3.6 **Taxes**.

(a) All applicable taxes, including, but not limited to, sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges, such as duties, customs, tariffs, imposts, and government imposed surcharges, and such taxes and/or other charges shall be stated separately on Seller's invoice to Buyer. Seller shall remit all such charges to the appropriate tax authority on Buyer's behalf, unless Buyer provides sufficient proof of tax exemption.

(b) In the event that Buyer is prohibited by law from making payments to Seller unless Buyer deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Buyer shall duly withhold such taxes and shall pay to Seller the remaining net amount after the taxes have been withheld. Buyer shall not be required to reimburse Seller for the amount of such taxes withheld. When property is delivered and/or Services are provided, or the benefit of Services occurs within jurisdictions in which Seller's collection and remittance of taxes is required by law, Seller shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Seller does not collect tax from Buyer, and is subsequently audited by any tax authority, liability of Buyer will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each Party is responsible for its own respective income taxes or taxes based upon gross revenues, including, but not limited to, business and occupation taxes.

4.0 PRODUCTION PLANNING, QUALIFICATION AND MANUFACTURING

4.1 **Engineering and Production Phase-In**: If in accordance with Section 2.5 the Parties agree to include additional Products or [*] or [*] of existing [*], then Buyer shall disclose to Seller the [*] and [*] Specification(s) (as set forth below in Section 4.1(d)) for Buyer's applicable Product Types. Buyer shall also provide Seller with the necessary information such as [*]. The Parties agree to cooperate and communicate on a regular basis to get Seller's facility ready to produce and manufacture the Products. The Parties agree to provide on-site engineer(s) if needed and/or as may be reasonably requested by a Party during the engineering and launch phase for such additional Product Types in order to efficiently bring up production at Bosch.

(a) Both Parties agree to respond to inquiries or reasonable requests for acknowledgement or approval from other Party within [*] from receipt of request. The Parties agree to use commercially reasonable efforts to agree on any plan presented within [*] from presentation to the other party.

(b) [*] Specification. Seller shall run in pre-production mode until Seller submits the [*] to Buyer for approval, which approval shall not be unreasonably withheld or delayed. Upon receipt of Buyer's approval, the [*] shall be Released to Production and the Parties shall work together to timely implement and effectuate such Release to Production and mutually agree on the final [*] Specifications. The Seller shall implement the [*] in strict compliance with and as specified in the [*] Specification; provided, however, that Seller may implement such adjustments as necessary to fit Seller's process.

(c) Buyer Initiated Release. In the event Seller does not deem the [*] ready for Release to Production and Buyer instructs such Release to Production ("Buyer Initiated Release"), Seller shall nonetheless work with Buyer to implement and effectuate such Release to Production and Buyer hereby agrees to reimburse Seller for all costs incurred arising out of such Buyer Initiated Release, as well as release, defend, indemnify and hold Seller, its affiliates, subsidiaries, agents, employees or contractors harmless from and against any and all damages, claims, losses, demands, penalties, or liabilities and expenses (including attorneys' fees) arising out of or in connection with the same.

(d) Seller and Buyer shall mutually approve and maintain [*] required for [*] to enable proper [*] leading to structures fulfilling the [*] Specifications and [*].

4.2 **Production Planning.** Buyer shall provide Seller with a [*] rolling purchase Forecast for each Product Type according to the Seller's [*] output. Buyer will update Forecast as described in Section 12.1(a).

4.3 **Purchase Agreement.** Seller shall manufacture the Products in strict accordance with this Agreement and the respective valid specification, subject to any engineering or process changes that are mutually agreed between the Parties.

4.4 **Seller Provided Design, Technology, Labor, Materials and Facilities.** Unless otherwise agreed upon in writing by the Parties to this Agreement, Seller shall provide all of the Facilities, tools, equipment, machines, process flow, manufacturing technology, labor, and material which are required according to Sellers opinion for the production of the Products and Services.

4.5 **Lead-times.** Seller shall meet with Buyer on a regular basis (either face-to-face or via telephone conferences), unless otherwise agreed, to discuss and review options that Seller can implement to effect reductions in Lead-times to allow improved flexibility in ordering and delivery. The agenda for each meeting will include identification of such options, and the schedules and status for implementation of such Lead-time options. Seller shall use commercially reasonable efforts to implement any plans for reduction in Lead-times, including making demonstrated efforts to manage its supply chain to effect Lead-time reductions.

4.6 **[*] Specification Changes.** [*] Specification changes shall be disclosed, investigated and mutually agreed to by the Parties in writing prior to being implemented as provided in this Section 4.6. Bosch agrees that in the case of end-product quality or end-customer relevant issues, SiTime shall control the approval of and make final decisions for major [*]. Buyer acknowledges and agrees that Seller may internally implement minor changes that do not materially impact the [*] Specification (e.g. [*]). If a [*] by Buyer may cause an increase of cost, the implementation of such change is subject to the Parties approval. The Parties must agree upon on how to handle such additional costs before such [*] is implemented.

4.7 **[*] Records.** Seller shall maintain, for a period of [*] from the date that any [*] was performed, accurate records describing in detail such [*] on a [*] basis. Seller shall give Buyer the right, during the Seller's normal business hours and upon reasonable notice, to inspect any of the Seller's [*] documents, books, reports and/or records upon reasonable request and mutual agreement.

4.8 **Purchase and Manufacturing [*] Commitments.** Bosch agrees to supply, and Buyer agrees to source, Buyer's [*] and [*] requirements for Products that are set forth in this Section

(a) Purchase Commitments. For each [*] during the Term of this Agreement, Buyer commits to purchase Products from Seller in [*] that are [*] (the "Product Purchase Commitment"). The

Product Purchase Commitment shall be [*] for the [*] upon the occurrence of any of the following: (i) Seller's delivery of the Products [*] more than [*] on [*] in a [*], and an appropriate [*] has not been agreed to by the Parties and implemented by Seller within [*] after [*]; (ii) Buyer's [*] for the Products exceeds Seller's manufacturing capacity, provided that Seller shall have up to [*] to increase its capacity so that Buyer's [*] is [*] and the Product Purchasing Commitment shall only be [*] if this [*] has expired; or (iii) Seller's [*] of the Product is not [*] with a bona fide [*] for [*] of Products from an alternative supplier and Seller cannot prove the [*] within [*] after notice from Buyer. In order to invoke the foregoing clause (iii) for [*], Buyer is required to prove the [*] of Seller via [*]. If Seller subsequently makes a [*] for Products for which the Product Purchase Commitment has been [*] due to [*], then the Product Purchase Commitment will be [*] within no more than [*] after such [*] issued.

(b) Manufacturing Commitments. With respect to the capacity requirement set forth in clause (ii) of Section 4.8(a) above, Seller shall provide a [*] forecast. During the Term of this Agreement, Seller shall commit to the available capacity for [*] based on Buyer's forecasted requirement of the Products. For the following [*] of the [*] forecast, Seller shall provide a capacity forecast to Buyer, based on Buyer's forecasted requirement of Products. If the forecasted capacity of Seller will not meet the forecasted requirement of Buyer, the Parties will negotiate and enter into a written investment protection agreement limited to proprietary tools that are reasonably necessary to allow Seller to increase capacity in order to meet Buyer's forecasted requirements

4.9 **Accelerated Supply.** It is anticipated that an accelerated Lead Time may occasionally be required to serve the needs of Buyer, and in such instances, Bosch shall, upon mutually agreed upon terms and conditions, use commercially reasonable efforts to accelerate the schedule of production for Products or Risk Wafers and/or [*] in order to meet Buyer's needs. Seller shall present to Buyer the conditions under which it can fulfill any request for accelerated Lead Times.

4.10 **Wafer Lead-Times.** The Lead-Time for Pre-Production and Production Wafers is as set forth in Exhibit "C"; the target Lead-time is also set forth in Exhibit "C". Seller agrees that the target for Development Wafer Lead Times is as set forth in Exhibit "C" unless otherwise agreed.

5.0 [*] IMPLEMENTATION

5.1 **Product Supply Schedule**: The Parties agree that the attached Exhibit "D", Product Supply Schedule, applies to current Products and Services and is limited to the scope set forth in Section 2.3 hereof. For each new Product or new integration parties shall amend the agreement in writing.

5.2 **Joint Cooperation and Collaboration**. Bosch and SiTime shall work together to implement [*] in accordance with this Agreement and pursuant to the agreed upon Scopes of Work entered into between the Parties, and shall use commercially reasonable efforts to accomplish various mutually agreed upon milestones. Each party agrees to cooperate and work together collaboratively as expeditiously as reasonably possible, in its discretion, with the other Party to undertake the implementation activities with the objective of completing the projects. The Parties shall discuss and review the status of the implementation activities on at least a [*] basis.

5.3 **Implementation Milestones and Schedule**. The achievement of milestones shall be the joint responsibility of the Parties. Each Party shall provide appropriate resources, as reflected in the Statement of Work, to complete the specific implementation on schedule. The program management team will be primarily responsible to ensure that the implementation efforts proceed on schedule and will notify the project manager in the event of a significant delay in the implementation activities. The Parties shall take appropriate steps to address such delays, which may include, without limitation: increasing the resources on the project, obtaining assistance from third parties, modifying the scope of the project, or modifying the schedule.

5.4 **Deliverables**. The Parties shall exercise commercially reasonable efforts to ensure that all deliverables conform to the acceptance criteria mutually agreed upon in the Statement of Work. The Project manager will send a notice to each Party describing any non-conformance. Any non-conformities will be corrected as soon as possible and the deliverable will be further tested. The milestone will be deemed completed only upon delivery of a conforming deliverable.

5.5 **Progress Reports**. Seller agrees to generate a progress report on regular basis. Each report shall describe the status of the Project, including but not limited to:

(a) Assessment of the current Project schedule outlook in comparison to milestones;

(b) Short description of technical problems, issues or roadblocks encountered and identification of technical decisions that need to be made;

(c) Recommendations for resolving outstanding issues and making pending decisions; and

(d) Proposed recovery method for addressing any delays in the schedule.

5.6 **Cancellation of Implementation Projects for Convenience.** If Buyer cancels a project, Seller shall immediately stop incurring costs on that project and Buyer shall be liable to Seller for all costs incurred by Seller on that project up to the cancellation date and all costs resulting from the cancellation.

5.7 **Assumption of Risk**. Each Party understands and acknowledges that, except as expressly provided herein, it uses any technology delivered or licensed to it "AS IS" and at its own risk, without recourse against the other Party.

6.0 WARRANTY

6.1 **Warranty and Remedies**. Seller represents and warrants to Buyer that all Products provided by Seller hereunder shall have been manufactured in accordance with the [*], in conformity with the [*] Specifications, and in accordance with all good industry practices customary for the semiconductor industry. This warranty lasts for [*] after Seller delivers the Products. Seller does not warrant that the Products will be free from defects, be error-free, or operate in combinations with equipment, devices, software, systems or any other product. If, during [*], (a) Seller is notified, in writing and promptly upon discovery, of any non-conformity in the Products, including a detailed description thereof, (b) such Products are returned to Seller, and (c) such Products are indeed non-conforming and not caused by accident, abuse, misuse, neglect, improper installation or packaging, repair or alteration by Buyer or Buyer's customer, or improper testing or use contrary to any instructions given by Seller (collectively, "Abuse or Misuse"), then Seller shall, at its option, either repair, replace, or credit Buyer for such non-conforming Products. Seller shall return any Products repaired or replaced under this warranty to Buyer transportation prepaid, and shall reimburse Buyer for the transportation charges paid by the Buyer for returning such defective Products to Seller. The performance of this warranty shall not act to extend the [*] warranty period for any Products repaired or replaced beyond that period applicable to such Products as originally delivered. Unless otherwise expressly agreed to the contrary by Seller and Buyer in writing prior to shipment, there is no warranty for Pre-Production Wafers or Development Wafers. Buyer's approval of Seller's material or design shall not be deemed to be a waiver of the warranty obligations set forth in this Section, nor will Buyer's approval or Acceptance of any Products that do not meet the Specifications relieve Seller of its warranty obligations. Any waiver hereunder shall not be deemed to be a waiver of future enforcement of this Section.

6.2 **Authority**. Each of the Parties hereto hereby represents and warrants as follows:

(a) this Agreement is a legal, valid and binding obligation of the party and is enforceable against the Party;

(b) the execution and delivery of this Agreement by the Party, and the performance by the Party of the terms of this Agreement, do not conflict with, or result in, a violation of any agreement, instrument, order, writ, judgment or decree to which the Party, or any of its agents, is a Party or is subject;

(c) it has secured all licenses, consents and authorizations from third parties necessary in the performance of its obligations hereunder.

6.3 **Intellectual Property Representations**: Each Party represents and warrants that to the best of its knowledge, it owns or controls its respective Intellectual Property and that it has the right to grant the licenses granted under this Agreement. Buyer further represents and warrants that it has no knowledge that the making, using or manufacturing, of the Products herein infringes the patent of any third party. Notwithstanding the above, each Party disclaims any warranty of validity or enforceability of any patents provided or used herein. The representations and warranties in Section 5 of the License and Technical Assistance Agreement are hereby restated as of today's date and incorporated by reference herein, as to Seller's current processes, as used for the making, using, manufacturing or having manufactured of the MEMS COMPONENTS (as defined in such License Agreement) manufactured under this Agreement in the [*] (as defined in such License Agreement).

6.4 **Compliance with Laws**. Each Party represents and warrants that it shall perform the obligations under this Agreement in a manner that complies with all applicable laws. Each Party shall cooperate with, and provide information to the other as may be reasonably requested to enable the other Party to comply with all applicable laws. Neither Seller nor any of its subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly, to any country for which the U.S. government or any agency thereof requires an export license or other government approval without first obtaining such license. In addition, Seller agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any Buyer site. In complying with the laws, it is understood and agreed that the Products shipped to all Buyer sites worldwide must be of a common configuration for use by all Buyer sites worldwide. The compliance with any and all product safety requirements described in the Agreement is in the obligation of the Buyer. Any exception must be mutually agreed to and documented in a configuration specification as a site-specific option.

6.5 **DISCLAIMERS**. EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT

6.6 **Survival**. All of the above warranties and any indemnity obligations under this Agreement shall survive any delivery, inspection, acceptance, payment, or resale of the Products.

7.0 INSPECTION, PRODUCTION AUDIT AND ACCEPTANCE TESTING

7.1 Inspection and Acceptance Testing

(a) Right to Monitor Production. Upon advance written notice and during business hours, Seller shall allow and cooperate with foundry production audits from SiTime and/or SiTime's customers, however limited to the areas and [*] which are relevant for this Agreement, during the term of this Agreement. The Parties shall agree upon the number of audits necessary during [*] of the Products upon reasonable request and mutual agreement. Seller shall grant to Buyer and/or Buyer's customers (a) the right to inspect and monitor production at the Facility, (b) the right to conduct quality audits of the Facility, and (c) the right to perform monitoring tests (at Buyer) and to recommend disposition/corrective action, to the same extent, and subject to the same terms and conditions as from time to time deemed reasonably necessary by Buyer.

(b) Compliance to Agreement. Seller and Buyer shall be responsible for complying in all respects with the requirements described in this Agreement. Seller shall not modify the agreed upon specifications for any Products or Service without the prior written approval of Buyer.

(c) Acceptance of Products. Wafer acceptance criteria is based on [*] and [*] as set forth in Exhibit B. If Buyer finds products defective despite products being in accordance with these test criteria as set forth in Exhibit B, Buyer shall promptly notify Seller of defective Products. If the defectiveness can be attributed to a production error or a change from the agreed upon [*] without informed consent, Buyer may reject the defective products. If Products are rejected by Buyer as not conforming to the Agreement within [*] of Delivery, then Buyer may give written notice to Seller of the failure. After [*] after Delivery, Products will be deemed as accepted by Buyer. Buyer also agrees that the use of Products will be deemed as acceptance of Products. Seller shall have [*] from date of receipt of notice of non-conformance to meet the acceptance criteria. If Products do not meet the acceptance criteria within [*] of Seller's receipt of such notice. Buyer may in addition to all other rights and remedies, at Buyer's option, either: (i) return the Products for a full refund; or (ii) have the Products replaced with new Products as soon as possible of Buyer's written election of such option, at Seller's full risk and expense.

8.0 PURCHASE ORDERS AND INVENTORY MANAGEMENT

8.1 **Submission of Purchase Orders.** Subject to the provisions of Section 12.1(b) below, Buyer shall place Purchase Orders preferably via EDI (Electronic Data Interface) for such quantities of Products according to the Forecasts. Purchase Orders shall include: (i) a description of the Products by part number and/or a description of the Service; (ii) the quantity of the Products; (c) the price for the Products; (d) the Delivery Date or shipping schedule of Products, or the performance date or schedule of a Service; (e) the location to which the Products is to be shipped and/or where the Service will be performed; and (f) transportation instructions.

(a) To the extent that the terms of any Purchase Order or any Seller's corresponding quotation, order acknowledgment, or invoice conflict herewith, this Agreement shall be controlling unless both Seller and Buyer expressly agree to the contrary in writings and terms, as may be appropriate under the circumstances.

(b) Buyer shall not be obligated to issue Purchase Orders for any Products or Services whatsoever, unless otherwise set forth in this Agreement. Buyer shall be responsible only for those Products and/or Services for which it has issued a Purchase Order under this Agreement, unless otherwise agreed in writing by Buyer.

8.2 **Acceptance of Purchase Orders.** Seller shall send a written acceptance or rejection of a Purchase Order issued by Buyer within a reasonable time after receipt thereof. A Purchase Order may only be accepted in writing, and Seller shall not be deemed to have accepted a Purchase Order if it fails to respond within a particular time period or by virtue of commencing performance. As long as Buyer is submitting Purchase Orders consistent with the provisions set forth in this Agreement, Seller shall not unreasonably reject, withhold, condition or delay its acceptance of any Purchase Order(s).

9.0 INVOICING AND PAYMENT

9.1 **Payment**. Payment is made when Buyer's funds transfer. Payment of an invoice shall not constitute Acceptance of the Products or Service. Buyer shall have the right to dispute invoices due to a good faith dispute of fees or invoices, or for non-conforming Services.

9.2 **Invoices.** Original hard-copy invoices shall be mailed, delivered by courier, or if approved by Buyer, submitted by EDI (Electronic Data Interface) or other approved web-based transmission. Invoices shall be net of any applicable discounts, penalties and/or credits, and shall include: purchase agreement number, Purchase Order number, line item number, part number, complete bill to address, description of Products, quantities, Buyer part number, listing of and dates of the Services to be provided, unit prices and extended totals in U.S. dollars. Any applicable taxes or other charges, such as transportation charges, duties, customs, tariffs, imposts, and government imposed surcharges, shall be identified and stated separately on Seller's invoice.

9.3 **Payment Terms.** Payment on all Products and Services shall be [*] (net of any applicable discounts, penalties, and/or credits) within [*] after date of an accurate original invoice.

10.0 TERMINATION OF OR CHANGES TO PURCHASE ORDERS

10.1 **Termination for Convenience**. Buyer may terminate any Purchase Order placed hereunder, in whole or in part, prior to shipment for its sole convenience, by giving written notice of termination to Seller. If the cancellation occurs after the Seller has begun to incur costs for the Lot related to the cancelled Purchase Order, Buyer shall be liable to Seller for the part price unless Buyer immediately withdraws its termination of the Purchase Order.

10.2 **Rescheduled Products**. Buyer may reschedule any Purchase Orders prior to the "[*]" of Lead Time for Product Types by providing written notice, which will take effect immediately upon receipt. Purchase Order quantities may be increased or decreased by Buyer by as much as [*] from the original quantities up to the Lead Time of the Product Types prior to the expected shipping date.

11.0 CONTINGENCIES

11.1 **Force Majeure**. Neither Party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities (collectively, "Force Majeure"). If delivery of Products or the performance of Services is to be delayed by such acts of Force Majeure, Seller shall immediately notify Buyer in writing. If the delay is greater than [*] from the date of the notice, Buyer will have the option, in its sole discretion, to either (a) extend time of Delivery or performance; or (b) terminate the uncompleted portion of the Purchase Order at no cost or liability of any nature to Buyer.

12.0 FORECASTS, DELIVERY, AND PURCHASE ORDERS

12.1 **Forecasts**. During the term of this Agreement Buyer shall provide to Seller in writing, on a [*] basis, a rolling forecast (the "Rolling Forecast") showing at least [*] of [*] of the required Products, with Product-mix shown by Product Type and divided into [*]. Buyer will update the [*] in the Rolling Forecast each [*]. If Seller's standard production lead time for a particular [*] or Product Type exceeds the Lead-Times required by Section 4.10, the Seller shall immediately notify Buyer of the additional lead time, and Buyer's Forecast with respect to such [*] or Product shall be done according to the agreed upon lead times.

Seller shall, as reasonably required by Buyer, participate in Buyer's forecasting process, and Buyer may supply a rolling Forecast of required Delivery dates to the Seller at such times and for such periods as determined in the Agreement.

The following provisions apply to raw materials for the Products.

(a) Based on the Rolling Forecast, Seller shall order raw materials for the Products according to the following terms:

(i) Seller shall maintain an average of [*] worth of inventory of raw materials for the Products, consistent with the quantities in the Rolling Forecast.

(ii) In addition to the inventory of raw materials maintained pursuant to subsection 12.1(a), Seller shall have on average [*] worth of raw materials for the products on order with its respective raw materials supplier(s), consistent with the quantities in the Rolling Forecast.

(b) Seller shall use the raw materials on a "first in first out" (FIFO) basis. Following this principle and under consideration of Buyer's demand preferences, Seller will decide on the schedule to load raw material into production based on Buyer's orders and Sellers's available capacities.

(c) Seller shall provide to Buyer, on a [*] basis, a "Raw Material Aging Report" showing the stock entry date and age in days [*] for raw materials ordered pursuant to this Agreement. Buyer shall promptly review the Raw Material Aging Report each [*].

(d) In the event that raw materials ordered by Seller pursuant to this Agreement have not been used in production or otherwise disposed of within [*] after receipt by Seller, Buyer shall select one of the two following options with respect to such raw materials:

(i) **Buyback of raw materials**. Buyer shall issue a purchase order to Bosch for the subject raw materials. The purchase price for such raw materials shall be the total cost of ownership of Seller. As used in this Agreement, "total cost of ownership" shall include the purchase price of the raw materials, storage costs, shipping and packaging costs, scrapping costs (if applicable), and other related costs. Upon issuance of the purchase order. Seller shall ship the subject raw materials to Buyer. The subject raw materials will not be reused at Seller or incorporated into the Products.

(ii) **Scrap of raw materials**. Buyer shall issue a purchase order to Seller for the subject raw materials. The purchase price for such raw materials shall be the total cost of ownership of Seller. Upon issuance of the purchase order, Seller shall scrap the subject raw materials.

Buyer is obligated to select one of these two options for all raw materials that have been in Seller's possession for [*] or longer, as shown in the Raw Material Aging Reports. If Buyer does not select one of these two options in writing within [*] after receipt of the applicable Raw Material Aging Report, Seller shall scrap the subject raw materials and Buyer shall be obligated to pay Seller's total cost of ownership for the subject raw materials.

12.2 **Notice of Delays**. Seller shall notify Buyer as promptly as practicable, but in any event within 48 hours of normal business hours of becoming aware of a potential delay, if Seller is unable to make any scheduled Delivery of Products or perform Services as scheduled, and state the reasons for such delay. Such notification by Seller shall not affect Buyer's termination rights or other remedies under this Agreement.

12.3 **Shipping Terms**. Products shall be shipped: [*] ([*]). Title and risk of loss shall pass to Buyer upon delivery to Buyer's specified carrier for shipment.

12.4 **Late Deliveries**. Delivery made within [*] of the delivery dates specified in Purchase Orders and in accordance with 12.3 "Shipping Terms" accepted by Seller are deemed timely delivery. Buyer shall not be entitled to damages or specific performance for any material failure by Seller to timely meet such delivery schedules when such failure is the result of any act or omission of Buyer, its employees or Agents. For each [*] of late delivery a price reduction of [*] penalty will applied up to but not exceeding [*]. Late Deliveries of any Products shall be subject to special Purchase Order cancelation rights of Buyer in accordance with the following:

(a) Purchase Order cancelation. At Buyer's option, Buyer may cancel lots which are late delivery as defined above by written notice to the Seller. In this case the [*] as defined in the section 10.2 and the raw materials provisions in section 12.1(d) will not apply and Buyer will not be obligated to pay for the late product or any associated shipping costs. Canceled lots shall be returned to Seller at Seller's expense.

12.5 **Packaging and Ship Date**. Seller shall package, or cause the packaging of, the Production Wafers, Pre-Production Wafers or Development Wafers for secure shipment according to good manufacturing practices in consideration of the method of shipment chosen, such as Wafer shipping box containing up to [*] (e.g. [*]). The date of the bill of lading or other receipt issued by the carrier shall be proof of the date and fact of shipment of the Products, or Production Wafers, Pre-Production Wafers or Development Wafers.

12.6 **Partial Shipments**. Partial shipments are allowed if approved by the Buyer, so long as full shipment of the appropriate quantities is made by [*] of delivery dates specified in Purchase Orders accepted by Seller. Such partial shipments may be invoiced individually or in combination with all the other partial shipments made for the same Purchase Orders.

Notwithstanding any contrary term of this Agreement, Seller is permitted to deliver quantities of Products that vary by up to [*] from the quantities specified in the corresponding order issued by Buyer, and such quantities shall be deemed to satisfy Seller's delivery obligations under this Agreement.

12.7 **Approved Changes**. Configuration and other Buyer-requested or Buyer-approved changes that result in Delivery Date changes will be reflected in a change order to the Purchase Order, showing the revised configuration and Delivery Dates.

12.8 **Delivery Not Acceptance**. Delivery shall not constitute Acceptance of Products.

13.0 OWNERSHIP AND BAILMENT RESPONSIBILITIES

13.1 **Ownership**. Each Party owns the Intellectual Property contributed by such Party, unless otherwise agreed in writing.

14.0 TERMINATION OF AGREEMENT

14.1 **Termination for Convenience.** Subject to the below, either Party may, for any reason or for no reason whatsoever, terminate this Agreement, in whole, or in part, upon providing three (3) years advance written notice to the other Party. A Party's right to exercise its termination rights under this Section 14.1 shall not be available until after seven (7) years from the Effective Date.

14.2 **Termination for Cause.** Either Party may suspend its performance and/or terminate this Agreement or any Purchase Order immediately upon written notice at any time if:

(a) The other Party is in material breach of any warranty, term, condition or covenant of this Agreement, other than those contained in the confidentiality terms of this Agreement, and fails to cure that breach within thirty (30) days after written notice of that breach;

(b) The other Party breaches the confidentiality terms of this Agreement; or

(c) The other Party: (i) becomes insolvent (under Chapter 7 or Chapter 11 under the U.S. code); (ii) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (iii) admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; (iv) dissolves, liquidates, or ceases to conduct business; or (v) makes an assignment for the benefit of creditors.

14.3 **Effect of Termination.** Upon termination of this Agreement for any reason other than due to uncured default by Buyer, unless otherwise agreed to by Buyer in writing, Seller shall remain obligated to satisfy, complete and fulfill any and all pending or open Purchase Orders submitted by Buyer;

At Buyers option, upon termination of this Agreement, Seller shall, to the extent and at times specified by Buyer, stop all work on outstanding Products, incur no further direct cost, and protect all property in which Buyer has or may acquire an interest pursuant to the terms of this Agreement;

If Services are included in this Agreement and have been paid for by Buyer, Seller shall reimburse Buyer for Services not performed;

If this Agreement is terminated by Buyer for cause, then Buyer, in addition to any other rights provided herein, may require Seller to deliver to Buyer any completed Products;

Upon expiration or termination of this Agreement, Buyer shall pay Seller for all Services performed through the effective date of expiration or termination, including any Service completed by Seller thereafter at Buyer’s request, as well as all materials in Seller’s possession for performance of its obligations under this Agreement. For completed Products(s) delivered to and ordered by Buyer, payments will be in an amount agreed upon by Seller and Buyer, not to exceed the contract price specified in the applicable Purchase Order. However, Seller’s obligation hereunder to carry out Buyer’s directions as to protection and preservation will not be contingent upon prior agreement as to such amount. Seller will promptly present Buyer with its assessment of the completed Products and materials delivered to Buyer. In the event Buyer does not agree with Seller’s assessment, Buyer will present its own assessment to Seller, and the Parties will negotiate in good faith to resolve the difference; and

Promptly upon the termination of this Agreement for any reason, the Parties shall return to the other Party or destroy any and all Confidential Information received from the other Party, including, without limitation, all specifications, models, prototypes, samples, mask works, as-built drawings or information, and other technical data related to the Buyer and/or its Products, and all copies thereof, in the possession, custody or control of the receiving Party as far as in compliance with the laws.

15.0 CONFIDENTIALITY

15.1 Confidential Information. During the course of this Agreement, either Party may have or may be provided access to the other's Confidential Information and materials. If information and materials are marked in a manner reasonably intended to make the recipient aware, or the recipient is sent written notice within thirty (30) days of disclosure, that the information and materials are "Confidential", each Party agrees to maintain such information in accordance with the terms of this Agreement and any separate nondisclosure agreement between Buyer and Seller. At a minimum, each Party agrees to maintain such Confidential Information in strict confidence and limit disclosure on a 'need to know basis', shall implement reasonable procedures to prohibit disclosure, and take all reasonable precautions to prevent unauthorized disclosure, and treat such Confidential Information as it treats its own information of a similar nature and with no less than reasonable care, until the Confidential Information becomes rightfully available to the public through no fault of the recipient. Neither Party shall disclose to any third party (except the other Party's employees and contractors, on a need to know basis) the other party's Confidential Information without such other Party's prior written consent. Each Party shall ensure that all of its contractors who may have access to the other party's Confidential Information are bound by written agreements containing restrictions on use and disclosure substantially similar to the confidentiality restrictions contained in this Agreement before being provided access to such Confidential Information. The Parties shall not use any of the other Party's Confidential Information for purposes other than those purposes that are necessary to directly further the purposes of this Agreement. Employees and contractors of each of the Parties who access the other Party's facilities may be required to sign a separate access agreement prior to admittance to such facilities. Upon the earlier of (a) termination of this Agreement; and (b) request by the disclosing Party, each Party will return to the other Party all Confidential Information (including copies thereof) of the other Party, or, pursuant to the other Party's written instructions, destroy all materials in its possession containing Confidential Information of the other Party, and provide a certificate of destruction. Returned Confidential Information shall be shipped freight collect.

16.0 INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE GRANTS

16.1 **Ownership and Grant of License**. Each Party shall retain all rights, titles and interest in and to its Intellectual Property and improvements thereto, and all other Intellectual Property which is made, created, conceived, developed, or reduced to practice by such Party herein or its employees without reference or use of any Intellectual Property or improvements of the other Party. SiTime hereby grants to Bosch, throughout the term of this Agreement, a limited, non-transferable non-exclusive, royalty-free license to use SiTime's Intellectual Property and SiTime's improvements thereto, associated therewith (collectively, the "SiTime Rights"), for the limited and sole purpose of performing the manufacturing work under this agreement or purchase agreements with SiTime. All other rights to use Intellectual Property rights of the other Party have been agreed upon under the License and Technical Agreement dated December 1st, 2004.

16.2 **Joint Results, Improvements or Inventions; Disclosure of Bosch Sole Developments**

Any and all joint results, improvements or inventions, patentable or not, jointly made by the Parties during the course of performing their obligations hereunder, shall be joint property of the Parties. Results, improvements or inventions shall be deemed jointly made if employees of SiTime and Bosch contribute to the development work for such result, improvement or invention and such contribution is not insignificant with respect to the contribution of the employee(s) of the other Party. Each Party hereby assigns to the other Party a one-half undivided interest in and to such joint results, improvements or inventions made by the Parties in accordance with this Section 16.2.

As regards jointly made results, improvements or inventions the Parties shall jointly determine (1) whether an application for an intellectual property right shall be filed, (2) the Party who will file such application, and (3) the countries in which such application is to be filed. The expenses of such application and of the maintenance of the intellectual property rights shall be borne by the Parties in equal parts. Either Party and its Affiliated Companies shall have the right to use such intellectual property right without payment to the other Party.

Licenses of any joint result, improvement or invention to be made by one Party to a third party which is not an Affiliated Company, require the prior written approval of the other Party. For clarity, the foregoing restriction applies solely to licenses granted to a third party for use by such third party for its own benefit and does not restrict a Party from granting licenses to its customers or to a third party for use on behalf of such Party (e.g., manufacturer, contractor, distributor). If a Party is not or no longer prepared to participate in the application or maintenance of intellectual property rights for joint results, improvements or inventions, the other Party shall be entitled to the sole ownership of such intellectual property right; the first mentioned Party and their Affiliated Companies retain the right to use such intellectual property right without any payment to the other Party and without limitation in time. The same applies if a Party is not or no longer prepared to apply for or maintain an intellectual property right in a particular country. Each Party agrees to take such action and execute such documents as are requested by the other Party to effect the provisions of this Section 16.2 including, without limitation, providing documents in such recordable form as is deemed required or necessary by each Party.

With respect to any modification ([*]) of the [*] transferred by SiTime to Bosch which Bosch shall make during the implementation of the [*] and during the supply of SiTime with the Product and for which a patent application has been or is intended to be filed and that is not currently licensed to SiTime under the License and Technical Agreement and is not jointly owned by the Parties pursuant to this Section 16.2 (“New Bosch IP”), Bosch shall: (i) inform SiTime of such New Bosch IP to allow SiTime to decide whether the New Bosch IP shall be used for the Product manufactured by Bosch, and (ii) subject to such modification has been released by SiTime for Products manufactured by Bosch and upon SiTime’s request, Bosch will enter into good faith negotiations to license such New Bosch IP to SiTime for use by SiTime with such Product in the [*] (as defined in the License and Technical Assistance Agreement) including the right to have manufactured the Product for supply to SiTime under reasonable terms and conditions. For clarity, Bosch shall not use any New Bosch IP with respect to the manufacturing of the Products without SiTime’s prior written agreement to such use.

17.0 CUSTOMS CLEARANCE

Upon Buyer’s request, Seller, at Seller’s expense, shall promptly provide Buyer with a statement of origin for all Products and with applicable customs documentation for Products wholly or partially manufactured outside of the country of import. Customs documentation includes, but is not limited to: (a) Certificates of Delivery (“CD”) for Products which were imported into the United States by Seller and sold directly to Buyer as imported goods; or (b) Certificates of Manufacture and Delivery (“CMD”) for Products which were imported and then further manufactured by Seller and sold directly to Buyer. The CD or CMD shall be used only for the purpose of obtaining duty drawbacks. Descriptions of merchandise on each CD or CMD must reference both Buyer’s and Seller’s part numbers.

18.0 GENERAL INDEMNIFICATION

18.1 Indemnification. Each Party hereby agrees to defend, indemnify and hold the other Party, its affiliates, subsidiaries, agents, employees or contractors harmless from and against any and all third party claims, and all damages, claims, losses, demands, penalties, or liabilities and expenses (including reasonable attorneys’ fees) attributable thereto, arising out of or in connection with the performance of

this Agreement (or lack thereof), including but not limited to third party claims regarding intellectual property infringement, claims that result in death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment and any clean up costs in connection therewith, or any violation of governmental law, regulation, or orders, to the extent caused, by (a) a Party's breach of any term or provision of this Agreement; or (b) any negligent act, errors or omission of the other Party, its affiliates, subsidiaries, agents, employees or subcontractors in the performance of Services under this Agreement. The indemnification obligations set forth herein are conditioned upon a Party notifying the other Party in writing of any such claim or action, and giving the indemnifying Party sole control of the defense and/or settlement of such action.

19.0 INDEPENDENT CONTRACTOR

In performing Services under this Agreement, Seller shall be deemed an independent contractor. Its personnel and other representatives shall not be deemed agents or employees of Buyer. As an independent contractor, Seller will be solely responsible for determining the means and methods of its performance under this Agreement. Nothing contained in this Agreement or in any Statement of Work shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties or between Seller's and Buyer's employees. Seller shall have complete charge and responsibility for personnel employed by Seller. Neither party shall have any right, power, or authority, express or implied, to bind the other.

20.0 ENTIRE AGREEMENT, MODIFICATION, WAIVER, REMEDIES AND SEVERABILITY, LIMITATION ON LIABILITY

20.1 **Entire Agreement/Modifications**. This Agreement, including any Exhibits and amendments hereto, contains the entire understanding between Buyer and Seller with respect to the subject matter hereof, and supersedes the Original Agreement and all other prior and contemporaneous agreements, dealings and negotiations, except for (i) the License and Technical Assistance Agreement, (ii) the Agreement Regarding [*] for [*] for Ramp-up of [*] including the amendments, (iii) the Agreement Regarding [*] for [*] for Ramp-up of [*] including the amendments, (vi) active [*] and [*] for the Products (Including [*]), which shall remain binding, in full force and affect. For the avoidance of doubt, the Original Agreement is hereby canceled and shall have no further effect. No modification, alteration, supplement or amendment shall be effective or binding unless made in writing, dated and signed by duly authorized representatives of both Parties.

20.2 **Waivers.** No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. If either party should choose not to enforce any provision of this Agreement at any time, such waiver shall not bar subsequent enforcement of such provision at a later time.

20.3 **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or invalidate the whole of this Agreement or the validity of the remaining provisions. Any invalid condition shall much rather be replaced by a reasonable provision which is permissible under the law and which comes closest to the economical intent of the original provision.

20.4 **Limitation on Liability.**

SUBJECT TO THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING LOST PROFITS OR LOSS OF BUSINESS) HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Sellers's cumulative liability to Buyer for all claims arising out of or related to this Agreement during a calendar year exceed $5,000,000 (five million U.S. dollars), whether such liability is based on breach of contract, breach of warranty, tort, strict liability, or any other basis. In the event that the annual revenue for wafer business between SiTime and Bosch exceeds $10,000,000 (ten million U.S. dollars), the parties will negotiate in good faith to agree on a revised limitation of liability, which agreement shall be set forth in a writing signed by both Parties.

21.0 ASSIGNMENT

Neither Party may assign or factor any rights in, nor delegate any obligations under this Agreement or any portion thereof, without the written consent of the other Party. A change in control of a Party, whether by transfer of stock or assets, merger, consolidation or otherwise shall be deemed an assignment hereunder. An assignment by Bosch to an Affiliated Company shall be deemed no assignment hereunder. An assignment by SiTime to a Permitted Acquirer according to the License and Technical Assistance Agreement shall be deemed no assignment hereunder; provided, that an initial public offering (IPO) of Buyer shall not be considered a change of control or assignment for purposes of this Agreement. Any attempted assignment in violation of the provisions of this Section will be void and shall constitute material breach of this Agreement for purposes of Section 14.2(a) above. SiTime shall inform Bosch immediately upon any change of control of SiTime.

22.0 APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding California's conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties agree that the predominance of this Agreement is the sale of goods, and agree that the California version of the Uniform Commercial Code, Article 2, shall be applicable to this Agreement.

23.0 DISPUTE RESOLUTION

All disputes arising directly under the express terms of this Agreement or the grounds for termination thereof shall be resolved as follows: The senior management of both Parties shall meet to attempt to resolve such disputes. If the disputes cannot be resolved by the senior management, either Party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty (30) days after such written notification, the Parties agree to meet for one (1) day with an impartial mediator and consider dispute resolution alternatives other than litigation, including referral to the National Patent Board.

24.0 NOTICE

Unless otherwise agreed in writing by the Parties, all notices to SiTime Corporation and Bosch regarding this Agreement shall be sent as follows. For SiTime Corporation, send to Vice President of Operations, and to the SiTime Corporation, Corporate Controller, at the address listed below. For Bosch, send to Sales Manager and Sales Director at the address listed below. Notices are to be sent via mail courier and notices are effective upon receipt.

SiTime Corporation	Robert Bosch LLC
5451 Patrick Henry Dr.	15000 N. Haggerty Rd.
Santa Clara, CA 95054	Plymouth, MI 48170

25.0 SURVIVAL

The following Sections of this Agreement shall survive any expiration or termination hereof: 6 (Warranty), 14.3 (Effect of Termination), 15 (Confidentiality), 16 (Intellectual Property Ownership and License Grants), 18 (General Indemnification), 20.4 (Limitation of Liability) and 21 (Assignment). In addition, any right or legal obligation of a Party contained in any amendment, Agreement, other Exhibit, or a Statement of Work, which by its express term or nature extends for a period beyond the term of this Agreement, shall also survive the termination or expiration of this Agreement for such extended period.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in Santa Clara, California, on the final date set forth below.

SITIME CORPORATION		**ROBERT BOSCH LLC**	
Signed:	/s/ Rajesh Vashist	Signed:	/s/ Mark Freeborough
By:	Rajesh Vashist	By:	Mark Freeborough
Title:	CEO	Title:	Sales Director
Date:	23rd February 2017	Date:	15-Feb-2017
		Signed:	/s/ Timothy Frasier
		By:	Timothy Frasier
		Title:	Sr. VP Automotive Electronics
		Date:	2/15/2017

[*] Indicates that certain information in this exhibit has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

SITIME - BOSCH

AMENDMENT NO.1 TO

AMENDED AND RESTATED MANUFACTURING AGREEMENT

This Amendment No. 1 to Amended and Restated Manufacturing Agreement (this "Amendment") is entered into as of August 1, 2018 (the "Effective Date"), by and between SiTime Corporation, a Delaware corporation, having its principal place of business at 5451 Patrick Henry Drive Santa Clara, CA 95054, ("SiTime" or "Buyer") and Robert Bosch LLC, a Delaware limited liability company having its principal place of business at 38000 Hills Tech Drive, Farmington Hills, Michigan 48331 ("Bosch" or "Seller"). Buyer and Seller each may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Buyer is engaged in, among other things, the business of developing, designing, manufacturing and selling integrated circuits and wafers in the semiconductor marketplace; and

WHEREAS, Buyer is currently producing and in the process of designing and developing new product line(s), including CMOS and MEMS products and devices in the semiconductor and related industries; and

WHEREAS, Seller and/or its Affiliated Companies is (are) engaged in, among other things, the business of designing and manufacturing MEMS devices, and wafers; and

WHEREAS, the Parties entered into an AMENDED AND RESTATED MANUFACTURING AGREEMENT effective on February 23, 2017 (the "Master Agreement"), whereby Seller supplies to Buyer certain Products manufactured using the [*] provided by Buyer and provides manufacturing Services for Buyer[1]; and

WHEREAS, the Parties now desire to amend the Master Agreement to provide for the sale of additional Products, referred to as the "[*]," as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Application of the terms and conditions of the Master Agreement

Except as otherwise set forth herein, the terms and conditions of the Master Agreement shall apply to the sale of Products for [*].

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1 Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Master Agreement.

2. Modifications to the terms and conditions of the Master Agreement

The following modifications to the terms and conditions of the Master Agreement shall apply to the performance of [*] and corresponding sale of [*], as well as the conduct of all other [*] activities by Seller and Buyer under this Amendment:

The following definitions from the Master Agreement shall be modified and or supplemented as follows:

Section 1.14: "Product(s)" means [*], whether sold in Wafer form, singulated, or as part of packaged [*] devices, which Seller produces, implements, and/or manufactures (or which is produced, implemented and/or manufactured by Seller's Affiliated Company on Seller's behalf) and sells to Buyer as set forth in Exhibit A Section 1 of this Agreement. Products also include any documentation created by Seller and provided to buyers of such Products. Products shall be limited to only those [*] that are "released" Products and such Products sold to customers as "released" Products, to the exclusion of all [*].

Section 1.23: "Wafer": means a silicon wafer containing [*].

Section 1.25: "[*]" as used herein, means [*].

Section 2.1 The following will replace the term provision contained in the Master Agreement and apply to [*] as to [*] and [*].

2.1 This Agreement shall be effective for a period of ten (10) years from the Effective Date of this Agreement, unless terminated earlier in accordance with Section 14 (the "Initial Term"). Unless otherwise terminated prior to expiration as provided herein, the Initial Term and any renewal term shall automatically renew unless one Party notifies the other of its intent not to renew at least three (3) years prior to the expiration of the then current term subject, however, to the provisions of this Agreement relating to amendment, modification and termination thereof.

Section 4.8: The following modifications to the terms and conditions of the Master Agreement shall only apply to Products sold as part of [*] under this Amendment:

4.8 Purchase and Manufacturing [*] Commitments. Bosch agrees to supply, and Buyer agrees to source, Buyer's [*] and [*] requirements for Products that are set forth in this Section:

(a) Purchase Commitments. For each [*] during the Term of this Agreement, Buyer commits to purchase [*] from Seller in [*] that are the [*] to [*] for Products per [*] until December 31, 2023, [*] of Buyer's [*] requirements for Products per [*] for years 2024 to 2028, and [*] thereafter during the Term or (B) [*] Wafers per [*] (the "Product Purchase Commitment"). Buyer shall account for Products purchased from [*] after the end of each [*]. Buyer shall make "nil reports" for [*] where [*]. For each purchase report under this Agreement, Seller shall be entitled until [*] after the due date of such purchase report to have an [*], at its own expense subject to the conditions hereunder, the [*] relating to the purchase of Products that may be expedient for their examination in SiTime's office or works at all times during normal office hours, and subject to a non-disclosure agreement reasonably acceptable to SiTime. In case such [*] in any [*] by SiTime with the consequence of [*], SiTime shall order and pay for the amount SiTime has [*] after the result of such [*] has been submitted to SiTime. In addition thereto

SiTime shall bear the costs of such [*]. The Product Purchase Commitment shall be [*] for the [*] upon the occurrence of any of the following: (i) Seller's delivery of the Products [*] more than [*] on [*] or more [*] in a [*], and an appropriate [*] has not been agreed to by the Parties and implemented by Seller within [*] after such [*]; (ii) Buyer's [*] for the Products exceeds Seller's manufacturing capacity, provided that Seller shall have up to [*] to increase its capacity so that Buyer's [*] is [*] and the Product Purchasing Commitment shall only be [*] if this [*] has expired; or (iii) Seller's [*] of the Product is not [*] with a bona fide [*] for [*] of Products from an alternative supplier and Seller cannot prove the [*] within [*] after notice from Buyer. In order to invoke the foregoing clause (iii) for [*], Buyer is required to prove the [*] of Seller via [*]. If Seller subsequently makes a [*] for Products for which the Product Purchase Commitment has been [*] due to [*], then the Product Purchase Commitment will be [*] within no more than [*] after such [*] issued.

(b) Manufacturing Commitments. With respect to the capacity requirement set forth in clause (ii) of Section 4.8(a) above, Seller shall provide a [*] forecast. During the Term of this Agreement, Seller shall commit to the available capacity for [*] based on Buyer' s forecasted requirement of the Products. For the following [*] of the [*] forecast, Seller shall provide a capacity forecast to Buyer, based on Buyer's forecasted requirement of Products. If the forecasted capacity of Seller will not meet the forecasted requirement of Buyer, the Parties will negotiate in good faith.

(c) Change Management. In the event that SiTime requests a change or modification in the design, engineering, or manufacturing of the Product, Bosch hereby reserves the right to make a [*] to the Products. The Parties hereby agrees to negotiate such [*] in good faith. The Parties shall be transparent and open during such negotiations and Bosch shall provide SiTime with evidence to support the [*].

Section 16.1 of the Master Agreement is hereby replaced with respect to [*] by the following paragraphs:

"SiTime background [*] for [*]" as used herein, means all Intellectual Property generated before the Term of this Agreement with respect to [*] technology disclosed to Seller and/or Seller's Affiliated Companies or otherwise contributed by Buyer to the collaboration between the Parties in connection with [*], including but not limited to the [*] technology. Both Parties agree that all SiTime background IP shall be deemed Intellectual Property of Buyer which is made, created, conceived, developed, and reduced to practice by Buyer and its employees without reference or use of any Intellectual Property or improvements of Seller and/or of Seller's Affiliated Companies. Buyer shall own all rights, title and interest in and to the SiTime background IP and all modifications, enhancements, improvements and derivatives to the foregoing, no matter who the author or creator.

"Bosch background [*] for [*]," as used herein, means all Intellectual Property generated before the Term of this Agreement with respect to [*] technology disclosed to Buyer or otherwise contributed by Seller and/or Seller's Affiliated Companies to the collaboration between the Parties in connection with [*]. Both Parties agree that all Bosch background IP shall be deemed Intellectual Property of Seller which is made, created, conceived, developed, and reduced to practice by Seller and/or Seller's Affiliated Companies and their employees without reference or use of any Intellectual Property or improvements of Buyer. Seller shall own all rights, title and interest in and to the Bosch background IP and all modifications, enhancements, improvements and derivatives to the foregoing, no matter who the author or creator.

Section 16.2 of the Master Agreement is hereby replaced with respect to [*] by the following paragraphs

16.2 Intellectual Property Ownership.

"**[*]**," as used herein, means the foreground IP from Buyer and/or Seller generated during the Term of this Agreement following as they relate to [*] (but to the exclusion of SiTime and Bosch background IP):

(a) (i) the Product [*], [*] of all components, the [*] as it is required to design and produce the Product including the complete set of [*] regarding [*] and [*], including the Product [*], and any other [*] Intellectual Property developed in [*] not constituting [*] [(16.2 (a)(i) and all corresponding items in 16.2(b)-(d) below are hereafter referred to as "[*]"]; and

(ii) the [*], including all indirect [*], and [*] thereto [16.2 (a)(ii) and all corresponding items in 16.2(b)-(d) below are hereafter referred to as "**[*]**"];

(b) all documentation and records related to the foregoing in 16.2(a) above, including the [*] of the Master Agreement;

(c) all modifications, enhancements, improvements and derivatives to the foregoing in 16.2(a)-(b) above; and

(d) all Intellectual Property to the foregoing in 16.2(a)-(c) above,

regardless of whether the foregoing were made, created, conceived, developed, or reduced to practice for [*] by Seller, Buyer, or the Parties jointly during the Term of this Agreement or thereafter.

Buyer [*] Ownership. Notwithstanding anything to the contrary set forth in Section 16.1 hereof and/or anywhere else in the Master Agreement, the Buyer shall own all rights, title and interest in and to [*], subject only to the [*] IP Grant-Back License granted in this Section 16.2 below.

Seller [*] Ownership. Notwithstanding anything to the contrary set forth in Section 16.1 hereof and / or anywhere else in this Master Agreement, the Seller shall own all rights, title and interest in and to [*] subject only to the [*] IP Grant-Back License granted in this Section 16.2 below.

[*] Grant Back License. Buyer hereby grants back to Seller and Seller hereby accepts a nonexclusive, non-transferable, non-assignable, non-sublicensable, royalty-free, fully paid-up, perpetual (so long as the corresponding Intellectual Property right exists) irrevocable, worldwide license in the licensed [*] to use the same to design, develop, make, have made, use, offer to sell, sell, distribute, and import [*] for [*], and everything else, except for [*]. As used herein, "Licensed [*]" means [*] developed solely by Seller or jointly by the Parties during the Term of this Agreement.

[*] IP Grant-Back License. Seller hereby grants back to Buyer and Buyer hereby accepts a nonexclusive, non-transferable, non-assignable, non-sublicensable, royalty-free, fully paid-up, perpetual (so long as the corresponding Intellectual Property right exists), irrevocable worldwide license in [*] to use the same to design, develop, make, have made, use, offer to sell, sell, distribute, and import products used for [*] used for the purpose of [*] the [*], and everything else except for [*].

Sellers Background [*] for [*] Grant-Back License. Seller hereby grants to Buyer and Buyer hereby accepts a nonexclusive, non-transferable and non-assignable non-sublicensable, royalty-free, fully paid-up, perpetual (so long as the corresponding Intellectual Property right exists), irrevocable worldwide license in Bosch background [*] for [*] to use the same to design, develop, make, have made, use, offer to sell, sell, distribute, and import products exclusively for [*]. This license expressly excludes any and all [*] and [*] products.

Buyers Background [*] for [*] Grant-Back License. Buyer hereby grants to Seller and to all of Seller ‘ s Affiliated Companies and Seller hereby accepts — also for the benefit of Seller’s Affiliated Companies - a nonexclusive, non-transferable, non-assignable, non-sublicensable, royalty-free, fully paid-up, perpetual (so long as the corresponding Intellectual Property right exists), irrevocable worldwide license in the SiTime background [*] for [*] to use the same to design, develop, make, have made, use, offer to sell, sell, distribute, and import products exclusively for [*].

[*] Registration and Maintenance. Regardless of a grant-back license made herein, each Party shall have the sole and exclusive right to make and maintain, in its discretion, any Intellectual Property right applications and/or registrations relating to its [*] anywhere in the world, as well as the right to abandon the prosecution or maintenance of the foregoing.

Further Assurances. In furtherance of this Section 16.2, each Party agrees to engage in reasonable efforts and without further compensation, to execute and/or procure from any other person all applications, assignments, affidavits, agreements, and other documents and take such other actions when requested by the other Party in order to evidence, prove, and secure the other Party’s exclusive ownership, title, and Intellectual Property rights in the other Party’s [*].

[*] Non-compete. Notwithstanding the foregoing, Seller shall not use any [*] to design, develop, manufacture, sell or distribute products for [*], during the Term of this Agreement. Notwithstanding the foregoing, Buyer shall not use any [*] to design, develop, manufacture, sell or distribute products for [*], during the Term of this Agreement.

Non-applicability of Certain Provisions. None of the [*] licensed or developed by Seller in [*] shall be subject to: (a) any royalty or other payment obligation of Buyer to Seller under this Agreement or the License and Technical Assistance Agreement or (b) any manufacturing or license restriction set forth in this Agreement or the License and Technical Assistance Agreement, including Section 2.2 of the License and Technical Assistance Agreement.

Section 20.1: The following modifications to the terms and conditions of the Master Agreement shall only apply to Products sold as part of [*] under this Amendment:

20.1 **Entire Agreement/Modifications.** This Agreement, including any Exhibits and amendments hereto, contains the entire understanding between Buyer and Seller with respect to the subject matter hereof, and supersedes the Original Agreement and all other prior and contemporaneous agreements, dealings and negotiations, except for (i) the License and Technical Assistance Agreement, (ii) the Agreement Regarding [*] for [*] for Ramp-up of [*] including the amendments (iii) active [*] and [*] for the Products (Including [*]), which shall remain binding, in full force and affect. No modification, alteration, supplement or amendment shall be effective or binding unless made in writing, dated and signed by duly authorized representatives of both Parties.

Exhibits A, B, C, D, and E of the Master Agreement are hereby replaced for purposes of [*] with the following exhibits:

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives, on the final date set forth below.

SITIME CORPORATION

Signed: /s/ Rajesh Vashist
By: Rajesh Vashist
Title: CEO

Date: August 1, 2018

ROBERT BOSCH LLC

Signed: /s/ Mark Freeborough
By: Mark Freeborough
Title: Sales Director

Date: August 1, 2018

Signed: /s/ Timothy Frasier
By: Timothy Frasier
Title: President, North America

Date: August 1, 2018

Exhibit 10.21

(FOR MAXIMAL GUARANTEE <Contains Country Risk Clause>)

PLEASE AFFIX A REVENUE STAMP

GUARANTY

Date: June 29, 2018

To: MUFG Bank, Ltd.

Address: 1-1-1 Miyahara, Yodogawa-ku, Osaka City
MegaChips Corporation

Guarantor: Akira Takada, CEO

Address: 5451 Patrick Henry Drive
Santa Clara, CA 95054

Obligor: SiTime Corporation

The Guarantor hereby guarantees, and shall be jointly and severally liable (rentai hosho) with the Obligor with respect to any and all obligations which the Obligor owes or may hereafter owe to MUFG Bank, Ltd. (hereinafter, the "Bank") under or pursuant to BANK TRANSACTION AGREEMENT executed by the Obligor on August 31, 2015. The Guarantor hereby agrees to follow the terms and conditions of the BANK TRANSACTION AGREEMENT and the terms and conditions set forth below.

Article 1

The maximum liability of the Guarantor under this Guaranty is [US$50,000,000-].

In the event that any of the guaranteed obligations are denominated in any currency other than set forth above, the amount of any payment obligation in such other currency shall be converted, for the purpose of calculating the maximum limit, into the currency above, at the foreign exchange rate quoted or offered by the Bank as of any day as determined by the Bank in its sole discretion from among the days during the period from and including the due date of the Obligor's performance (or the due date upon acceleration, as the case may be) to and including the date of the actual performance by the Guarantor.

Article 2

With respect to the obligations which the Obligor may hereafter owe to the Bank, the Guarantor guarantees the obligation which will occur on or before June 30, 2019.

Article 3

The Guarantor shall not set off any deposits or any other credits of the Obligor with the Bank.

Article 4

The Guarantor shall not seek to be discharged from its obligations hereunder even if the Bank changes or releases any security or any other guarantee at the Bank's discretion.

Article 5

If and when the Guarantor performs any obligations under this Guaranty, the Guarantor shall exercise the rights obtained from the Bank by subrogation to the extent mutually agreed between the Bank and the Guarantor so long as transactions between the Obligor and the Bank continue.

Article 6

In case in which the Guarantor has given or will give in the future any other guarantee in regard to any of the Obligor’s obligations to the Bank, the total amount of the obligations guaranteed of the Guarantor shall be the aggregate of such guarantees, and this Guaranty shall not affect any such other guarantees and vice versa.

Article 7

① The Guarantor hereby acknowledges and confirms that it shall perform its obligations hereunder in the same currency as the corresponding obligations by the Obligor to the Bank (including any debts under any loan transactions) are to be performed. If any obligations by the Obligor to the Bank have arisen from a loan transaction or transactions, the Guarantor shall pay the principal, interest and damages thereunder in the same currency as the currency in which the Obligor borrowed such amounts from the Bank.

② In the event that the Obligor pays or tenders the payment in any currency (the “Other Currency”) other than the currency set forth in the preceding paragraph, the validity and the effective extent of such tender or payment shall be determined by the mutual agreement between the Bank and the Obligor.

③ Regardless of any material or critical change in the financial environments or circumstances or in any applicable laws or regulations, any governmental (including quasi-governmental) orders, rules, so-called reschedulings or other dispositions or else (including any non-enforceable dispositions), which may take place whether in Japan or abroad, and whether or not it affects the Obligor or any of the Obligor’s obligations regarding the guaranteed obligations in any manner, the obligations of the Guarantor to perform the obligations in accordance with the terms and conditions of this Guaranty shall not be affected thereby in any manner and the Guarantor shall remain fully responsible and liable to perform its obligations hereunder (including its obligations under the preceding 3 paragraphs) in accordance with this Guaranty. Notwithstanding the foregoing, if the Guarantor may not perform any of its obligations under this Guaranty in the currency as described in Paragraph 1 above or otherwise in accordance with this paragraph due to any restriction binding upon the Guarantor under the Foreign Exchange and Foreign Trade Law or any other applicable law or regulation or any governmental order or disposition, the Guarantor shall indemnify the Bank against any costs, expenses and damages incurred or suffered by the Bank due to such order or restriction up to the maximum limit set forth in Article 1 above.

④ The obligations which the Guarantor owes pursuant to the preceding 3 paragraphs are indemnity obligations which are independent from the Obligor’s principal obligations and the Guarantor hereby consents that Article 448 of the Civil Code does not apply to such obligations.

Article 8

The formation, validity, construction and the performance of this Guaranty must be governed by the laws of Japan.

(FOR MAXIMAL GUARANTEE <Contains Country Risk Clause>)

保証16

For Bank Use Only

(Branch in charge of Guarantor)

Approval Seal	Signature verified	Enforced

(Branch in charge of Obligor)

Approval Seal	Signature verified	Enforced

2008. 05 0S (Retention: 10 years after release from guaranty)

GUARANTY

WHEREAS, SiTime Corporation (hereinafter referred to as the "Borrower"), a corporation, partnership, limited liability company or other organization duly organized and validly existing under the laws of the jurisdiction of its creation has obtained or desires or may desire at some time and/or from time to time to obtain financial accommodations (as defined below) from MUFG Bank, Ltd. (hereinafter, with its successors and assigns, as the context may require, referred to as the "Bank"), and the aggregate principal dollar value of the credit extended in respect of such financial accommodations shall not exceed Fifty Million United States Dollars ($50,000,000.00) at any time; and

WHEREAS, the undersigned (hereinafter referred to as the "Guarantor"), a corporation, partnership, limited liability company or other organization duly organized and validly existing organized under the laws of the jurisdiction of its creation, hereby represents and warrants that it owns directly or indirectly a substantial portion of the capital stock of the Borrower, that it is financially interested in its business affairs and that it expects to derive an economic advantage from each and every financial accommodation extended by the Bank;

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and to induce the Bank (i) at its option and at any time or from time to time to extend financial accommodations and (ii) to maintain any outstanding financial accommodations, with or without security, to or for the account of the Borrower, or in respect of which the Borrower may be liable in any capacity (the term "financial accommodation" shall include, without limitation, the extension of loans, credit or accommodations, the issuance or confirmation of letters of credit, any and all swap and other derivative product arrangements, the creation or discount of acceptances, the discount or purchase of, or loans on, accounts, leases, instruments, securities, documents, chattel paper and other security arrangements or other property, or entering into any foreign exchange or other contracts or agreements between or involving the Borrower and the Bank), the Guarantor, as primary obligor and not merely as surety, hereby irrevocably, absolutely and unconditionally guarantees to the Bank, its successors and assigns, irrespective of the validity, regularity, or enforceability of any instrument, writing or arrangement relating to or the subject of any such financial accommodation (each such instrument, writing or arrangement being hereinafter referred to as, and included in the term, "Credit Arrangement") or of the obligations thereunder and irrespective of any present or future law or order of any government (whether of right or in fact and whether the Bank shall have consented thereto) or of any agency thereof purporting to reduce, amend, restructure, discharge or otherwise affect any obligation of the Borrower or other obligor or to vary the terms of payment, that the Borrower will promptly perform and observe every agreement and condition in any Credit Arrangement to be performed or observed by the Borrower, that all sums stated to be payable in, or which become payable under, any Credit Arrangement whether direct or indirect, absolute or contingent, and all other sums which may be owing by the Borrower to the Bank now or hereafter, will be promptly paid in full when and as due, whether at maturity or earlier by reason of acceleration or otherwise, or, if now due, when payment thereof shall be demanded by the Bank, together with interest, any and all legal costs and expenses, any and all costs and expenses arising out of the unwinding of any swap or other derivative product arrangement or foreign exchange arrangement used or made in connection with any financial accommodation, and any other related costs and expenses paid or incurred in connection therewith by the Bank, and, in case of one or more extensions of time of payment or renewals, in whole or in part, of any Credit Arrangement or obligation (collectively, the "Guaranteed Obligations"), that the same will be promptly paid or performed when and as due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise. The Guaranteed Obligations shall include any amounts that would have become due but for the operation of the automatic stay under Section 362 (a) of the United States Bankruptcy Code, and any interest that would have accrued but for the commencement of any bankruptcy or insolvency proceeding by or against the Borrower, which amounts and interest shall be deemed to be due for all purposes hereof. The Guarantor agrees that, as between the Guarantor and the Bank, the obligations of the Borrower guaranteed hereunder may be declared to be due and payable for purposes of this Guaranty notwithstanding any stay, injunction or other prohibition which may prevent, delay or vitiate any such declaration as against the Borrower and that, in the event of any such declaration (or attempted declaration), such obligations (whether or not due and payable by the Borrower) shall forthwith, without notice or fo1mality, become due and payable by the Guarantor for purposes of this Guaranty. The Guarantor further guarantees that all payments made by the Borrower to the Bank on any obligation hereby guaranteed will, when made, be final and agrees that if any such payment is recovered from, or repaid by, the Bank in whole or in part for any reason, including without limitation, in any bankruptcy, insolvency or similar proceeding instituted by or against the Borrower, this guaranty shall continue to be fully applicable to such obligation to the same extent as though the payment so recovered or repaid had never been originally made on such obligation. As security for its obligations hereunder, the Guarantor hereby grants the Bank a security interest in, general lien on, and right of setoff against, every account of any kind that the Guarantor maintains with any office or branch of the Bank or any of its affiliates (as if the Bank, its affiliates and their respective offices and branches wereone and the same entity).

2. The Guarantor hereby consents that from time to time, without notice to or further consent of the Guarantor, the performance or observance by the Borrower of any Credit Arrangement or obligation may be waived or the time of performance thereof extended by the Bank, and payment of any obligation hereby guaranteed may be accelerated in accordance with any agreement between the Bank and any party liable with respect thereto, or may be extended, or any Credit Arrangement may be renewed in whole or in part, or the terms of any Credit Arrangement or any part thereof may be changed, including increase or decrease in the rate of interest thereon, or any collateral therefor may be exchanged, surrendered or otherwise dealt with as the Bank may determine, and any of the acts mentioned in any Credit Arrangement may be done, all without affecting the liability of the Guarantor hereunder. The Guarantor hereby waives acceptance of this Guaranty and proof of reliance by the Bank hereon in creating the obligations, presentment of any instrument, demand of payment, protest and notice of non-payment or protest thereof or of any exchange, sale, surrender or other handling or disposition of any such collateral, any requirement that the Bank exhaust any right, power or remedy or proceed against the Borrower under any Credit Arrangement or against any other person under any other guaranty of, or security for, any of the obligations guaranteed hereunder, and any and all other defenses, whether arising under any statute, or at law or in equity, that would, but for this clause, be available to the Guarantor as a defense against or reduction of any or all of its liabilities and obligations hereunder. No payment by the Guarantor pursuant to any provision hereunder shall entitle the Guarantor, by subrogation to the rights of the Bank or otherwise, to any payment by the Borrower (or out of the property of the Borrower) except after final and indefeasible payment in full of all sums (including interest, costs and expenses) which may be or become payable by the Borrower to the Bank at any time or from time to time. All payments with respect to this Guaranty shall be made without set-off, withholding, counterclaim or deduction of any kind. If the Guarantor is required by law to make such deduction or withholding, it shall make such deduction or withholding, pay the amount deducted or withheld to the appropriate governmental authorities before penalties attach thereto or interest accrues thereon and forthwith pay to the Bank such additional amounts as may be required so that the net amount actually received by the Bank after the deduction or withholding (and any such deduction or withholding in respect of any such additional amount) equals the amount that the Bank would have received had no such deduction or withholding been made.

3. This guaranty shall be a continuing guaranty, and the co-guarantor or co-guarantors, if any, or any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of the Guarantor, and the Bank may continue to act in reliance hereon until June 30, 2020 (the “Expiration Date”); provided, that, (a) this guaranty shall be automatically renewed for successive one-year terms thereafter except that the Guarantor may terminate this guaranty effective on the Expiration Date or on any anniversary of the Expiration Date (as the case may be) by delivering to the Bank written notice of its intention to terminate this guaranty no less than thirty days prior to the Expiration Date or an anniversary thereof and (b) neither the occurrence of the Expiration Date nor the termination of this guaranty shall affect the obligations of the Guarantor hereunder with respect to any financial accommodation given or extended prior to any such termination.

4. Without limiting the Bank’s rights under any other agreement, any financial accommodation (in this paragraph the term “financial accommodations” as between the Guarantor and the Borrower has a meaning correlative to that provided above as between the Bank and the Borrower), including interest accruing at the agreed to contract rate after the commencement of any bankruptcy, reorganization or similar proceeding, extended by the Guarantor to or for the account of the Borrower, or in respect of which the Borrower may be liable to the Guarantor in any capacity, is hereby subordinated to all obligations of the Borrower in connection with financial accommodation of the Bank to the Borrower; and such financial accommodation of the Guarantor to the Borrower, if the Bank so requests, shall be collected, enforced and received by the Guarantor as trustee for the Bank and be paid over to the Bank on account of the financial accommodation extended by the Bank to the Borrower but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.

5. All payments to be made hereunder by the Guarantor shall be made without set-off or counterclaim in immediately available funds and in the currency in which the Guaranteed Obligations are denominated (the “Obligation Currency”), at the office of the Bank designated in the Credit Arrangements. All payments due the Bank hereunder, and all of the other terms, conditions, covenants and agreements to be observed or performed by the Guarantor hereunder, in each case whether in respect of the Guaranteed Obligations or otherwise, shall be made by the Guarantor without any reduction whatsoever, including, but not limited to, any reduction or withholding for any setoff, recoupment, counterclaim (whether in

respect of any obligations owed by the Bank to the Guarantor, the Borrower or any other guarantor and, in the case of a counterclaim, whether sounding in tort, contract or otherwise) or tax. The Guarantor hereby irrevocably authorizes the Bank to charge any account of the Guarantor at any office of the Bank for any amount up to the full amount payable hereunder. This Guaranty shall be fully effective notwithstanding any currency exchange or similar laws or regulations which may now or hereafter be in effect which prevent Borrower from obtaining United States Dollars (or other relevant convertible currency) or transferring such currency to the Bank on account of the Guaranteed Obligations under the Credit Arrangements. For the purposes of determining the United States dollar equivalent of any claim arising under this Guaranty of obligations in currencies other than United States dollars, such other currencies shall be translated into United States dollars at the rate prevailing as publicly announced from time to time by the Bank on the day the claim is reduced to judgment by a court of law, or, if such claim is settled without judgment rendered, on the day of settlement.

6. In addition, in the event that the Borrower shall pay all or any part of the Guaranteed Obligations when due in the currency in which it is due, but the Bank shall be unable to transfer the currency in which such payment was made to an office of the Bank by reason of applicable law, regulations, transfer or exchange restrictions or other government policy, then the Guarantor shall pay to the Bank, at such account as the Bank may direct, the amount of such Guaranteed Obligation which the Bank was unable to transfer, together with all reasonable losses, costs and expenses which the Bank may suffer by reason of such inability to transfer and upon the Bank’s receipt of such payment from the Guarantor, the Bank shall return to the Borrower any related payments made by it to the Bank that could not be so transferred.

7. If any existing or future applicable law, regulation or directive, or any change therein or in the interpretation, thereof, or compliance by the Bank with any request (whether or not having the force of law) of any relevant central bank or any governmental authority, subjects the Bank to any tax of any kind whatsoever with respect to this Guaranty or acquisitions of debt of obligors outside the United States of America, or changes the basis of taxation of any payment to the Bank hereunder (except for changes in the rate of tax on the overall net income of the Bank) or imposes, modifies or deems applicable any reserve, special deposit or similar requirement with respect to the eurocurrency market or to this Guaranty or the Guaranteed Obligations, and the result of any of the foregoing is to increase the cost to the Bank of maintaining advances or credit to the Borrower or to reduce any amount receivable in respect thereof, then the Guarantor shall pay to the Bank, upon demand, additional amounts which will compensate the Bank for such increased cost or reduced amount receivable, as determined by the Bank with respect to the Guaranteed Obligations and this Guaranty.

8. The Guarantor hereby represents and warrants that: (a) the Guarantor is a corporation duly or validly existing and in good standing under the laws of the jurisdiction of its creation and has full power, authority and legal right to execute, deliver and perform this Guaranty, and has taken all necessary corporate and legal action to authorize the execution, delivery and performance of this Guaranty; (b) the Guarantor is a parent or an affiliate of the Borrower with a direct or indirect ownership interest in the Borrower; (c) this Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms; (d) the execution, delivery and performance by the Guarantor of this Guaranty will not violate the charter, bylaws or other corporate rules of the Guarantor or any provision of law or regulation or of any judgment, order or decree of any court, arbitrator or governmental authority or of any agreement of any nature whatsoever, binding upon the Guarantor or its assets; (e) the making and/or continuing of advances under the Credit Arrangements by the Bank constitutes an indirect economic benefit to the Guarantor in an amount at least equal to the Guarantor’s liabilities hereunder; and (f) (i) The Guarantor has implemented and maintains in effect and enforces policies and procedures that are designed to ensure continued compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions Laws by the Guarantor, its Subsidiaries, Affiliates, directors, officers, employees, agents or other Persons acting on behalf of the Guarantor or any of its Subsidiaries; and (ii) none of Guarantor, any Subsidiary or any of their respective directors, officers or employees (A) is a Sanctioned Person; (B) has any business affiliation or commercial dealings with, or investments in, any Sanctioned Country or Sanctioned Person, or (C) is the subject of any action or investigation under any Anti-Corruption Laws, Sanctions Laws, or Anti-Money Laundering Laws.

For the purposes of this clause, “Anti-Corruption Laws” shall mean all laws, rules and regulations of any jurisdiction concerning or relating to bribery or corruption, including, but not limited to, the Foreign Corrupt Practices Act of 1977 (15 U.S.C. sec. 78dd-1, et seq.); “Anti-Money Laundering Laws” means Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“US Patriot Act”), the Money Laundering Control Act of 1986, the Bank Secrecy Act, and the rules and regulations promulgated thereunder, and corresponding laws of he jurisdictions in which the Guarantor or any of its Subsidiaries operates; “Sanctions Laws” shall mean the laws, rules, regulations and executive orders promulgated or administered to implement economic sanctions or anti-terrorism programs by

(i) any U.S. Governmental Authority (including, without limitation, the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury), including Executive Order 13224, the Patriot Act, the Trading with the Enemy Act , the International Emergency Economic Powers Act and the laws, regulations, rules and/or executive orders relating to restrictive measures against Iran; and (ii) the United Nations Security Council or any other legislative body of the United Nations;; "Sanctioned Country" shall mean, at any time, a country or territory that is or whose government is subject to a U.S. sanctions program that broadly prohibits dealings with that country, territory or government "Sanctioned Person" shall mean, at any time, any person (i) listed on the Specially Designated Nationals and Blocked Persons list or the Consolidated Sanctions list maintained by OFAC, or any similar list maintained by OFAC, the U.S. Department of State, or the United Nations Security Council, (ii) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (i) above (iii) that is operating, organized or resident in a Sanctioned Country or (iv) with whom a U.S. Person is otherwise prohibited or restricted by Sanctions Laws from engaging in trade, business or other activities.

9. The Guarantor covenants and agrees that it will (a) take all action and obtain all consents and governmental approvals, if any, required so that its guaranty contained herein and its other obligations hereunder will at all times be its legal, valid and binding obligations, enforceable in accordance with their respective terms, (b) preserve and maintain in full force and effect its corporate existence and good standing under the laws of its jurisdiction of incorporation and preserve and maintain in full force and effect all material governmental rights, privileges, qualifications, permits, licenses and franchises necessary in the normal conduct of its business, (c) from time to time and promptly upon request of the Bank, furnish to the Bank financial statements, documents and further information regarding this Guaranty and the ability of the Guarantor to perform its obligations hereunder as the Bank may reasonably request, (d) reimburse the Bank upon demand for all costs and expenses that may be incurred by the Bank, including all attorney's fees and expenses, in connection with the enforcement of this Guaranty, and (e) promptly notify the Bank of (i) the occurrence or existence of any breach of this Guaranty, and (ii) any matter that has resulted or is reasonably likely to result in a material adverse effect on the ability of the Guarantor to perform any of the Guaranteed Obligations hereunder.

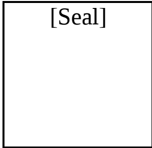
10. The obligation of the Guarantor hereunder to make payments in the Obligation Currency shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency except to the extent that such tender or recovery results in the effective receipt by the Bank of the full amount of the Obligation Currency payable hereunder, and the Guarantor shall indemnify the Bank (which shall have an additional legal claim therefor) for any difference between such full amount and the amount effectively received pursuant to any such tender or recovery. The Bank's determination of amounts effectively received by them shall be conclusive.

11. The Guarantor hereby irrevocably submits to the jurisdiction of any California State court sitting in the County of Los Angeles or of the United States for the Central District of such state, and each of the Guarantor and the Bank consents to the non-exclusive jurisdiction of these courts. The Guarantor further irrevocably consents to service of process out of the aforementioned courts by mailing a copy thereof, by registered or certified mail, postage prepaid, to itself, and irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of such service in any legal action or proceeding brought in accordance therewith, and any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of any [loan document] or other document related thereto. EACH OF THE GUARANTOR AND THE BANK, BY ITS ACCEPTANCE OF THIS GUARANTY, HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER IS A PARTY INVOLVING THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. The Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent that the Guarantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Guarantor hereby irrevocably waives such immunity in respect of its obligations under this Guaranty. If the Guarantor provided or provides the Bank with any other guarantee(s) for the obligations arising from the Borrower's transactions with the Bank, such guarantee(s) shall not be affected in any way by this Guaranty and vice versa, and if the Guarantor has provided or provides the Bank with any other guarantee(s) with any limitation in amount(s), the amount guaranteed hereunder shall be added to such amounts(s). If the Guarantor provides the Bank with any other guarantee(s) hereafter, the preceding sentence shall apply mutatis mutandis, and the Guarantor shall raise no objection thereto. The rights, powers and remedies granted to the Bank herein shall be cumulative and in addition to any rights, powers and remedies to which the Bank may be entitled either by operation of law or pursuant to any other document or instrument delivered or from time to time to be delivered to the Bank in connection with any Credit Arrangement. No election not to exercise, failure to

exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of the Bank under this Guaranty, nor shall any partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of the Bank under this Guaranty, nor shall any provision in this Guaranty be amended or waived other than pursuant to a writing signed by the Bank. The Bank may assign this Guaranty or any of its rights and powers hereunder, with any or all of the obligations hereby guaranteed. The Guarantor may not assign its obligations hereunder. Notice of acceptance of this Guaranty and of the incurring of any and all of obligations of the Borrower hereinbefore mentioned and any other notice or formality that might otherwise be required to be accorded to Guarantor in connection with this Guaranty are waived. This Guaranty and all rights, obligations and liabilities arising hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

This Guaranty shall be binding upon the Guarantor and its successors and permitted assigns and shall inure to the benefit of the Bank and its successors, transferees and assigns. The Bank may assign any or all of the Guaranteed Obligations owing to it, and its rights and obligations under the Credit Arrangements in accordance with its terms, and the transferee shall have the same rights hereunder with respect thereto as the Bank. None of the rights and obligations of the Guarantor hereunder may be assigned or otherwise transferred without the prior written consent of the Bank.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be duly executed by its proper officer(s) this 28th day of June, 2019.



MegaChips Corporation
/s/ MegaChips Corporation
By: Akira Takada, CEO
Name:
Title:

Approval Seal	Signature verified	Enforced

Exhibit 16.1

October 23, 2019

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We have read the statements made by SiTime Corporation pursuant to Item 304(a)(1) of Regulation S-K (copy attached), which we understand will be filed with the securities and Exchange Commission as part of the Registration Statement on Form S-1 of SiTime Corporation dated October 23, 2019. We agree with the statements concerning our Firm contained therein.

Very truly yours,

/s/ PricewaterhouseCoopers LLP
San Jose, California

Exhibit 21.1

Subsidiaries of SiTime Corporation

Subsidiary	Jurisdiction
SiTime Ukraine, LLC	Ukraine
SiTime Netherlands, B.V.	Netherlands

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

SiTime Corporation
Santa Clara, California

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated May 31, 2019, except for the effects of the reclassifications discussed in Note 1 to the consolidated financial statements, as to which the date is July 16, 2019 and except for the effect of the stock split described in Note 1 to the consolidated financial statements, as to which the date is October 23, 2019, relating to the consolidated financial statements of SiTime Corporation, which is contained in that Prospectus. Our report contains explanatory paragraphs regarding the Company's ability to continue as a going concern and change in accounting principle related to revenue recognition.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ BDO USA, LLP
San Jose, California

October 23, 2019

Exhibit 99.1

Consent to Reference in Registration Statement

In accordance with Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-1 filed by SiTime Corporation (“SiTime”) with the Securities and Exchange Commission, and all supplements and amendments thereto (the “Registration Statement”), as a person about to become a director of SiTime, effective November 1, 2019.

/s/ Raman K. Chitkara

Name: Raman K. Chitkara

Date: October 23, 2019

Exhibit 99.2

Consent to Reference in Registration Statement

In accordance with Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-1 filed by SiTime Corporation ("SiTime") with the Securities and Exchange Commission, and all supplements and amendments thereto (the "Registration Statement"), as a person about to become a director of SiTime, effective November 1, 2019.

/s/ Edward H. Frank

Name: Edward H. Frank

Date: October 23, 2019

Exhibit 99.3

Consent to Reference in Registration Statement

In accordance with Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-1 filed by SiTime Corporation ("SiTime") with the Securities and Exchange Commission, and all supplements and amendments thereto (the "Registration Statement"), as a person about to become a director of SiTime, effective November 1, 2019.

/s/ Torsten G. Kreindl

Name: Torsten G. Kreindl

Date: October 23, 2019

Exhibit 99.4

Consent to Reference in Registration Statement

In accordance with Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-1 filed by SiTime Corporation (“SiTime”) with the Securities and Exchange Commission, and all supplements and amendments thereto (the “Registration Statement”), as a person about to become a director of SiTime, effective November 1, 2019.

/s/ Katherine E. Schuelke

Name: Katherine E. Schuelke

Date: October 23, 2019

Exhibit 99.5

Consent to Reference in Registration Statement

In accordance with Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-1 filed by SiTime Corporation (“SiTime”) with the Securities and Exchange Commission, and all supplements and amendments thereto (the “Registration Statement”), as a person about to become a director of SiTime, effective November 1, 2019.

/s/ Tom D. Yiu

Name: Tom D. Yiu

Date: October 23, 2019