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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): August 5, 2026

Silvaco Group, Inc.
(Exact name of registrant as specified in its charter)

Delaware	001-42043	27-1503712
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

Silvaco Group Inc.
4701 Patrick Henry Drive, Building #23
Santa Clara, CA 95054
(Address of principal executive offices, including Zip Code)
Registrant's telephone number, including area code: (408) 567-1000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, $0.0001 par value per share	SVCO	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On August 5, 2026 (the “Agreement Date”), Silvaco Group, Inc., a Delaware corporation (the “Company”), entered into a Convertible Note Purchase Agreement (the “Purchase Agreement”) with Micron Technology, Inc., a Delaware corporation (“Micron”) and a customer of the Company. Pursuant to the Purchase Agreement, the Company agreed to issue and sell to Micron, and Micron agreed to purchase from the Company, a Senior Convertible Promissory Note in a principal amount of $10.0 million (the “Note”). The transactions contemplated by the Purchase Agreement closed on August 6, 2026 (the “Closing Date”), and the Company issued the Note to Micron on the Closing Date.

The Note is unsecured and bears simple interest at a rate of 8.0% per annum. Interest accrues without periodic cash payments and, unless the Note has become due and payable following an Event of Default, will be included with the outstanding principal amount in the amount converted into shares of the Company’s common stock, par value $0.0001 per share (the “Common Stock”). Except as described below with respect to the Nasdaq Cap, the Note may be repaid only with the prior written consent of Micron.

Immediately upon August 7, 2028 (the “Conversion Date”), or immediately prior to the closing of a Change of Control, as defined in the Note, all outstanding principal under the Note, together with all accrued but unpaid interest, will automatically convert into shares of Common Stock (the “Conversion Shares”), without further action by the Company or Micron. The conversion price will be the lower of (i) 90% of the fair market value of the Common Stock on the Conversion Date and (ii) 115% of the closing price of the Common Stock on The Nasdaq Stock Market on the trading day immediately preceding the date of the Note. A Change of Control generally includes certain mergers or consolidations, transfers of more than 50% of the voting power of the Company or Silvaco, Inc., and certain dispositions or exclusive licenses of all or substantially all of the assets or intellectual property of the Company or Silvaco, Inc., in each case as described in the Note.

The number of Conversion Shares issuable under the Note is subject to the maximum number of shares that the Company may issue without stockholder approval under Nasdaq Listing Rule 5635(d) (the “Nasdaq Cap”). If the Company reasonably expects that conversion on the Conversion Date would exceed the Nasdaq Cap, the Company is required to seek and use its reasonable best efforts to obtain the requisite stockholder approval before the Conversion Date. If the requisite stockholder approval is not obtained before the Conversion Date, a portion of the outstanding principal and accrued interest will convert into a number of Conversion Shares equal to the Nasdaq Cap, and the Company will be required to make a cash payment to Micron with respect to the remaining outstanding principal and accrued interest. The amount of the cash payment will equal the gross proceeds Micron would have received had the remaining principal and interest been converted into shares without regard to the Nasdaq Cap and those shares immediately sold at their fair market value as of the close of trading on the Conversion Date. To the extent that the cash payment exceeds the remaining principal and accrued interest, the excess constitutes a prepayment penalty under the Note. Because the conversion price, the future market price of the Common Stock and the applicable Nasdaq Cap cannot be determined as of the date of this Current Report, neither the number of Conversion Shares that may be issued nor the amount of any potential cash payment can presently be determined.

The Note contains customary events of default, including certain payment defaults, insolvency and bankruptcy events involving the Company or Silvaco, Inc., and certain breaches of the Note or the Purchase Agreement, subject in specified cases to notice and cure periods.

While the Note remains outstanding, the Purchase Agreement restricts the ability of the Company and Silvaco, Inc. to incur, maintain, guarantee or secure additional indebtedness. In general, the Purchase Agreement permits up to $50.0 million of aggregate consolidated indebtedness for borrowed money of the Company and Silvaco, Inc. and certain finance leases used to acquire new property, provided that the permitted indebtedness is expressly subordinated to the Company’s obligations under the Note and the Purchase Agreement on terms reasonably acceptable to Micron.

The Purchase Agreement provides Micron with certain registration rights if, as of the Conversion Date, Micron is an “affiliate” of the Company within the meaning of Rule 144 promulgated under the Securities Act of 1933, as amended (the “Rule 144”), or the Conversion Shares are not then eligible to be resold without volume, manner-of-sale or other limitations under Rule 144.

The foregoing descriptions of the Purchase Agreement and the Note do not purport to be complete and are qualified in their entirety by reference to the full text of the Purchase Agreement and the Note, copies of which are filed as Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On the Agreement Date, the Company entered into the Purchase Agreement, an enforceable agreement under which the Company became obligated to issue the Note. The Note was issued on the Closing Date.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.02 by reference.

On the Closing Date, the Company issued and sold the Note to Micron for an aggregate cash purchase price of $10.0 million. The Note and the Conversion Shares issuable upon conversion of the Note were offered and sold in a private placement in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act. In connection with the issuance, Micron represented to the Company, among other things, that Micron is an “accredited investor” within the meaning of Rule 501(a) of Regulation D, was acquiring the Note for its own account for investment purposes, had sufficient knowledge and experience to evaluate the merits and risks of the investment, had access to information concerning the Company and the Note and was not solicited through any form of general solicitation or general advertising.

Neither the Note nor the Conversion Shares have been registered under the Securities Act or applicable state securities laws. Accordingly, the Note and any Conversion Shares may not be offered or sold in the United States absent registration or an applicable exemption from registration. As described in Item 1.01, the number of Conversion Shares that may ultimately be issued cannot be determined as of the date of this Current Report because the conversion price depends in part on the future market price of the Common Stock and because the issuance is subject to the Nasdaq Cap.

Item 7.01 Regulation FD Disclosure.

On August 6, 2026, the Company issued a press release announcing the matters described in Item 1.01, above.

The information in this Item 7.01 shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section. This information shall not be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference to such disclosure in this Form 8-K in such a filing.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.
Not applicable.

(b) Pro Forma Financial Information.
Not applicable.

(c) Shell Company Transactions.
Not applicable.

(d) Exhibits.

Exhibit No.	Description
4.1	Senior Convertible Promissory Note, dated August 6, 2026, by and between Silvaco Group, Inc. and Micron Technology, Inc.
10.1*	Convertible Note Purchase Agreement, dated August 5, 2026, by and between Silvaco Group, Inc. and Micron Technology, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Exhibit A to the Convertible Note Purchase Agreement has been omitted because it is filed separately as Exhibit 4.1 to this Current Report on Form 8-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

	SILVACO GROUP, INC.	
Date: August 6, 2026	By:	/s/ Christopher Zegarelli
		Christopher Zegarelli
		Chief Financial Officer

Exhibit 4.1

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF THE ACT.

SILVACO GROUP, INC.

SENIOR CONVERTIBLE PROMISSORY NOTE

$10,000,000 August 6, 2026

FOR VALUE RECEIVED, Silvaco Group, Inc., a Delaware corporation (the "***Company***"), promises to pay to Micron Technology, Inc. (the "***Holder***"), or its registered assigns, the principal amount of TEN MILLION and 0/100ths dollars ($10,000,000), or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from the date of this Senior Convertible Promissory Note (this "***Note***") on the unpaid principal balance at a rate equal to eight percent (8.0%) per annum, computed on the basis of a 360-day year. Unless this Note is earlier converted in accordance with Section 5 hereof, all unpaid principal, together with any then accrued but unpaid interest and any other amounts payable hereunder, shall be due and payable upon an Event of Default (as defined below) (the date and time of such Event of Default is hereinafter referred to as "***Maturity***"). Any amounts due and payable hereunder at Maturity may be offset by amounts owed by the Holder (or any of its subsidiaries or affiliates) to the Company with the consent of the parties hereto.

The following is a statement of (x) certain rights of the Holder of this Note, and (y) certain obligations of the Company as the maker of this Note and, in each case, the terms and conditions to which this Note is subject, to which the Holder, by the acceptance of this Note, and the Company, by the making of this Note, agrees:

Section 1 Certain Definitions. As used in this Note, the following capitalized terms have the following meanings:

1.1 "***Act***" shall mean the Securities Act of 1933, as amended.

2.2 "***Change of Control***" means any of the following:

(a) a merger or consolidation of the Company or the Operating Subsidiary into or with another entity after which the stockholders of the Company immediately prior to such transaction do not own (or, in the case of such a merger or consolidation of the Operating Subsidiary, the Company does not own), immediately following the consummation of the transaction by virtue of their (or its) shares in the Company or securities received in exchange for such shares in connection with the transaction, a majority of the voting power of the surviving or resulting entity in proportions substantially similar to those that existed immediately prior to such transaction;

(b) the direct or indirect sale, transfer or issuance by the Company, or the direct or indirect sale or transfer by the Company's stockholders other than a sale or transfer by the stockholders to existing stockholders of the Company or affiliated parties of such existing stockholders, in either case, of more than 50% of the voting power of the Company in a transaction or series of related transactions;

(c) the direct or indirect sale, transfer or issuance by the Operating Subsidiary, or the direct or indirect sale or transfer by the Company, in either case, of more than 50% of the voting power of the Operating Subsidiary in a transaction or series of related transactions; or

(d) the direct or indirect sale, transfer, exclusive license or other disposition of all or substantially all of the assets or intellectual property of the Company or the Operating Subsidiary, or any direct or indirect sale, transfer, exclusive license or other disposition of the Company's or the Operating Subsidiary's ownership interest in any of the Escrow Materials (other than to the Company or the Operating Subsidiary), in each case, in a transaction or series of related transactions.

1.3 "***Common Stock***" means shares of the Company's Common Stock, par value $0.0001 per share.

1.4 "***Company***" shall have the meaning set forth in the introductory paragraph of this Note.

1.5 "***Conversion Date***" shall mean August 7, 2028.

1.6 "***Escrow Materials***" shall have the meaning set forth in that certain Commercial Amendment, dated April 16, 2024, by and between the parties hereto, and as further amended by that certain Side Letter Agreement, dated as of the date hereof, by and among the Company, the Operating Subsidiary and the Holder.

1.7 "***Event of Default***" shall have the meaning set forth in Section 5 hereof.

1.8 "***Holder***" shall have the meaning set forth in the introductory paragraph of this Note.

1.9 "***Maturity***" shall have the meaning set forth in the introductory paragraph of this Note.

1.10 "***Nasdaq Cap***" shall the maximum number of shares of Common Stock issuable by the Company in a private placement or non-public offering without Stockholder Approval, as provided in Nasdaq Listing Rule 5635(d).

1.11 "***Note***" shall have the meaning set forth in the introductory paragraph of this Note.

1.12 "***Note Conversion Price***" means with respect to the conversion of the Note pursuant to Section 4.1, the price that is the lower of (i) ninety percent (90%) of the fair market value of the Common Stock on the Conversion Date; and (ii) one hundred and fifteen percent (115%) of the closing price of the Common Stock on the Nasdaq Stock Market on the trading day immediately prior to the date hereof.

1.13 "***Operating Subsidiary***" means Silvaco, Inc.

1.14 "***Purchase Agreement***" means that certain Convertible Note Purchase and Security Agreement by and between the Company and Holder.

1.15 "***Resale Registration Statement***" shall have the meaning ascribed to it in the Purchase Agreement.

1.16 "***Shares***" means the shares of Common Stock issuable upon conversion of this Note.

1.17 "***Stockholder Approval***" shall mean the approval of the Company's stockholders, as defined in Nasdaq Listing Rule 5635(e).

1.18 "***Transaction Documents***" means this Note, the Purchase Agreement and the documents or instruments executed and delivered by the Company, the Operating Subsidiary and/or the Holder.

Section 2 Interest. Accrued interest on this Note shall be payable upon Maturity of this Note.

Section 3 Repayment. This Note, any accrued but unpaid interest and any other amounts payable under this Note may be repaid only with the written consent of the Holder, except as provided in Section 4.3.

Section 4 Conversion.

4.1 Conversion Triggers. Immediately (a) upon the Conversion Date, or (b) prior to the closing of a Change of Control, all of the outstanding principal amounts payable under this Note, and any accrued but unpaid interest thereon, shall be automatically converted (or, in connection with a Change of Control, deemed to be converted), without any further action by the Holder or the Company, into that number of shares of Common Stock determined by dividing (x) the aggregate outstanding principal amount of this Note and any accrued but unpaid interest by (y) the Note Conversion Price.

4.2 Conversion Procedure.

(a) Before the Holder shall be entitled to receive any securities upon conversion of this Note, the Holder shall surrender this Note at the Company's principal executive office, or, if this Note has been lost, stolen, destroyed or mutilated, then, in the case of loss, theft or destruction, the Holder shall deliver an indemnity agreement reasonably satisfactory in form and substance to the Company (without the requirement of a bond) or, in the case of mutilation, the Holder shall surrender and cancel this Note, *provided, however*, that any failure of the Holder to comply with these provisions shall not have any effect on the automatic conversion (or deemed conversion) of this Note pursuant to Section 4.1. The Company shall, as soon as practicable thereafter issue and deliver to the Holder account statements from the Company's transfer agent indicating the book-entry position on the Company's stock ledger of such number of shares to which the Holder shall be entitled upon such conversion. The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

(b) No fractional shares or scrip representing fractional shares shall be issued upon conversion of this Note. With respect to any fraction of a share called for upon the conversion of this Note, such fractional share shall be rounded down to the nearest whole share. The Company covenants that the shares of capital stock issuable upon the conversion of this Note will, upon conversion of this Note, be validly issued, fully paid and non-assessable and free from all taxes, liens and charges in respect of the issue thereof. Upon conversion of this Note in accordance with this 4, the Company shall be forever released from all its obligations and liabilities under this Note.

(c) Holder agrees to provide the Company upon request with such information as reasonably required for the resale of the Shares under the Act and any other applicable securities laws.

4.3 Limitation on Conversion; Nasdaq Prepayment Option.

(a) Notwithstanding anything to the contrary contained in this Note, the Company shall not issue any shares of Common Stock upon conversion of this Note, and the Holder shall not have the right to convert any portion of this Note, to the extent that the issuance of such shares of Common Stock would exceed the maximum aggregate number of shares of Common Stock that the Company may issue without breaching the Company's obligations under the Nasdaq Cap.

(b) To the extent that the Company reasonably expects that the conversion of this Note on the Conversion Date (and not in connection with a Change of Control) would exceed the available Nasdaq Cap, the Company shall promptly (and in any event within 24 hours of such determination) notify the Holder, and seek and use its reasonable best efforts (at its sole cost and expense) to obtain the Stockholder Approval for such excess shares prior to the Conversion Date, including, without limitation, by commencing the proxy solicitation or written consent solicitation process (including by making any filings with the U.S. Securities and Exchange Commission) required to obtain the Stockholder Approval no later than 90 days prior to the Conversion Date.

(c) Notwithstanding anything to the contrary contained in this Note, if the Stockholder Approval is required for the conversion of any portion this Note, and is not obtained prior to the Conversion Date, then, immediately upon the Conversion Date, (i) a portion of all of the outstanding principal amounts payable under this Note, and any accrued but unpaid interest thereon, equal to the Nasdaq Cap multiplied by the Note Conversion Price shall be automatically converted, without any further action by the Holder or the Company, into that number of shares of Common Stock equal to the Nasdaq Cap, and (ii) the Company shall satisfy the remaining outstanding principal amounts under this Note, and any accrued but unpaid interest thereon, following such conversion, by paying to the Holder, by wire transfer of immediately available cash proceeds, an amount equal to the gross proceeds the Holder would have received had the Holder converted such remaining outstanding principal under this Note, and any interest thereon, into Shares in accordance with this Note (disregarding the Nasdaq Cap) and immediately sold such Shares for their fair market value as of the close of trading on the Nasdaq Stock Market on the Conversion Date (which payment in excess of such remaining outstanding principal amounts under this Note, and any interest thereon, is a prepayment penalty).

Section 5 Default; Remedies.

5.1 Default. The Company shall be in default under this Note upon the occurrence of any condition or event set forth below (each, an "***Event of Default***"):

(a) the Company's failure to pay (i) when due any principal or interest payment on the due date hereunder or (ii) any other payment required under the terms of this Note on the date due, and such default shall continue unremedied for a period of 30 days following receipt of written notice signed by the Holder of such failure to pay;

(b) the Company or the Operating Subsidiary shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing;

(c) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or the Operating Subsidiary or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the Operating Subsidiary or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within 90 days of commencement; or

(d) the Company or the Operating Subsidiary shall fail to perform or observe any other obligation under this Note or the Purchase Agreement and such failure shall continue unremedied for a period of 30 days following receipt of written notice signed by the Holder of such failure.

5.2 Remedies. Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Section 5.1(b) and 5.1(c)) and at any time thereafter during the continuance of such Event of Default, Holder may, by written notice to the Company, declare the entire outstanding principal amount of the Note, any accrued but unpaid interest and any other amounts payable under the Note to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Section 5.1(b) or 6.1(c)), immediately and without notice, all outstanding obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right power or remedy granted to it by the Transaction Documents or otherwise permitted to it by law, either by suit in equity or by action at law, or both, and may setoff the entire outstanding principal amount of the Note, any accrued but unpaid interest and any other amounts payable under the Note against any amounts otherwise payable by Holder to the Company.

Section 6 Security Interest. Neither the Company nor the Operating Subsidiary has granted the Holder a "security interest" (as such term is defined in the New York Uniform Commercial Code) with respect to their respective obligations under this Note and the Purchase Agreement.

Section 7 Charges, Taxes and Expenses. Issuance of certificates or account statements for equity securities issued upon the conversion of this Note shall be made without charge to the Holder hereof for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, and such certificates or account statements shall be issued in the name of the Holder or its assignee.

Section 8 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, a Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or legal holiday.

Section 9 Miscellaneous.

9.1 Loss, Theft, Destruction or Mutilation of Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, and delivery of an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it connection with the Note (without the requirement of a bond) or, in the case of mutilation, on surrender and cancellation of this Note, the Company shall execute and deliver, in lieu of this Note, a new Note executed in the same manner as this Note, in the same principal amount as the unpaid principal amount of this Note and dated the date to which interest shall have been paid on this Note or, if no interest shall have yet been so paid, dated the date of this Note.

9.2 Payment. All payments under this Note shall be made in lawful tender of the United States.

9.3 Waivers and Amendments. This Note and the obligations of the Company and the rights of the Holder under this Note may be amended, waived, discharged or terminated (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) with the written consent of the Company (which shall not be required in connection with a waiver of rights in favor of the Company) and the Holder. This Note may not be changed, waived, discharged or terminated orally but only by a signed statement in writing. Any amendment, waiver, discharge or termination effected in accordance with this Section 9.3 shall be binding upon Holder and the Company.

9.4 Notices. Any notice, request or other communication required or permitted hereunder shall be given in accordance with the Purchase Agreement.

9.5 Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Note and the balance of this Note shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

9.6 Successors and Assigns. Subject to compliance with applicable federal and state securities laws, this Note and all rights under this Note are transferable in whole or in part by the Holder to any person or entity upon written notice to the Company. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal. The Company may not transfer this Note or any of its rights or obligations hereunder, without the prior written consent of the Holder. Except as otherwise expressly provided in this Note or the Purchase Agreement, the provisions of this Note and the Purchase Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Company and the Holder.

9.7 Usury. All agreements between the Company and the Holder, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of this Note or otherwise, shall the amount paid, or agreed to be paid, to the Holder for the use, forbearance or detention of the money to be loaned under this Note or otherwise, exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision of this Note or of any other document evidencing, securing or pertaining to the indebtedness evidenced by this Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by applicable usury law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Holder shall ever receive anything of value as interest or deemed interest by applicable law under this Note or any other document evidencing, securing or pertaining to the indebtedness evidenced by this Note or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under this Note or on account of any other indebtedness of the Company to the Holder relating to this Note, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of this Note and such other indebtedness, such excess shall be refunded to the Company. In determining whether or not the interest paid or payable with respect to any indebtedness of the Company to the Holder, under any specific contingency, exceeds the highest lawful rate, the Company and the Holder shall, to the maximum extent permitted by applicable law, (i) characterize any nonprincipal payment as an expense, fee or premium rather than as interest, (ii) amortize, prorate, allocate and spread the total amount of interest throughout the full term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term of such indebtedness, and/or (iii) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by law. The terms and provisions of this Section shall control and supersede every other conflicting provision of all agreements between the Company and the Holder. The Holder has been advised by the Company to seek the advice of an attorney and an accountant in connection with the issuance of this Note. The Company has had the opportunity to seek the advice of any attorney and accountant of the Company's choice in connection with issuance of this Note.

9.8 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of Holder of any breach or default under this Note or any waiver on the part of Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Investors, shall be cumulative and not alternative.

9.9 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Note are for convenience of reference only and are not to be considered in construing this Note.

9.10 Construction. The language used in this Note will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

9.11 Governing Law. This Note shall be governed by and construed under the laws of the State of New York, without regard to conflicts of law principles.

9.12 Attorneys' Fees. In the event of any dispute involving the terms hereof, the prevailing party shall be entitled to collect legal fees and expenses from the other party to the dispute.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Senior Convertible Promissory Note to be executed by its duly authorized officer.

SILVACO GROUP, INC.

By: /s/ Dr. Walden C. Rhines
Name: Dr. Walden C. Rhines
Title: Chief Executive Officer

AND AGREED BY THE HOLDER:

MICRON TECHNOLOGY, INC.

By: /s/ Henry Huang
Name: Henry Huang
Title: Sr. Principal, Venture Capital

Date: August 6, 2026

Exhibit 10.1

CONVERTIBLE NOTE PURCHASE AGREEMENT

This CONVERTIBLE NOTE PURCHASE AGREEMENT (this "Agreement"), dated August 5, 2026, is entered into by and between Silvaco Group, Inc., a Delaware corporation (the "Company"), and Micron Technology, Inc., a Delaware corporation (the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to an exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "Securities Act"), the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, a Senior Convertible Promissory Note representing a principal amount of indebtedness in an amount equal to $10,000,000 (the "Principal Amount") in the form attached hereto as Exhibit A (the "Note"), which will be convertible into a number of shares of the common stock of the Company, par value $0.0001 ("Common Stock"), pursuant to the terms of the Note (such shares of Common Stock issued upon conversion of the Note, the "Shares").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser hereby agree as follows:

Section 1. Closing; Closing and Post-Closing Deliveries.

(a) Upon the terms and subject to the conditions set forth herein, at [●] a.m. Pacific Time on the first business day following the date of this Agreement on which each of the conditions set forth in Section 2 of this Agreement have been satisfied or waived, or such other time and/or date as may be mutually agreed upon by the Company and the Purchaser in writing (the "Closing Date"), the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, the Note upon the payment of the principal amount of the Note by the Purchaser to the Company, by wire transfer of immediately available funds in accordance with written wire instructions furnished by the Company to the Purchaser (the consummation of such transaction, the "Closing").

(b) At the Closing, the Purchaser shall deliver to the Company a wire transfer of immediately available funds in an amount equal to the Principal Amount.

(c) the Company shall deliver to the Purchaser a duly authorized, validly issued and properly executed Note (including, without limitation, as promptly as practicable following receipt of the wire transfer from the Purchaser of the Principal Amount, the originally executed Note in accordance with Section 8 of this Agreement).

Section 2. Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) all representations and warranties of the Purchaser contained herein shall have been accurate in all material respects when made and on the Closing Date;

(ii) the Company shall have obtained all necessary "blue sky" law permits and qualifications, or have the availability of exemptions therefrom, required by any state for the offer, sale and issuance of the Note; and

(iii) the Purchaser shall have delivered all of the items set forth in Section 1(b) of this Agreement.

(b) The respective obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) all representations and warranties of the Company contained herein shall have been accurate in all material respects when made and on the Closing Date; and

(ii) the Company shall have delivered the items set forth in Section 1(c) of this Agreement.

Section 3. Representations and Warranties of the Company. The Company represents and warrants to the Purchaser as of the date of this Agreement and as of the Closing Date as follows:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and enter into and to consummate the transactions and otherwise to carry out its obligations hereunder. The Company is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not reasonably be expected to result in a material adverse effect.

(b) This Agreement has been duly and validly authorized, executed and delivered by the Company and constitutes a binding obligation of the Company enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including, without limitation, principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) The Shares, when issued, will be duly authorized, validly issued, fully paid and nonassessable, and will have the rights, preferences, and privileges specified in the certificate of incorporation of the Company then in effect.

(d) No state, federal or foreign regulatory approvals, permits, licenses or consents or other contractual or legal obligations are required with respect to the Company in order for the Company to enter into this Agreement or issue the Note, except those which the Company will have obtained prior to the Closing.

(e) The Company owns beneficially and of record all of this issued and outstanding shares of capital stock and all other equity or equity linked securities of the Operating Subsidiary (as defined in the Note).

Section 4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Company as of the date of this Agreement and as of the Closing Date as follows:

(a) The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and enter into and to consummate the transactions and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement and performance by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser.

(b) The Purchaser is an “Accredited Investor” within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act.

(c) The Purchaser is purchasing the Note for the Purchaser’s own account, for investment purposes only and not with a present intention of entering into or making any subsequent sale, assignment, conveyance, pledge, hypothecation or other transfer thereof.

(d) The Purchaser is familiar with the business in which the Company is engaged, and based upon its knowledge and experience in financial and business matters, it is familiar with the investments of the type that it is undertaking to purchase; it is fully aware of the problems and risks involved in making an investment of this type; and it is capable of evaluating the merits and risks of this investment.

(e) The Purchaser acknowledges that, prior to executing this Agreement, it has had the opportunity to ask questions of, and receive satisfactory answers from, representatives of the Company, about the Company and the Note and any additional information deemed necessary by the Purchaser in making an investment decision with respect to the Note.

(f) The Purchaser understands that the Note purchased by the Purchaser is deemed “restricted securities” as such term is defined in Rule 144 promulgated under the Securities Act (“Rule 144”), and it may not be sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by a holder thereof except pursuant to Rule 144, pursuant to an effective Registration Statement registering the Note under the Securities Act or pursuant to any other available exemption from the registration requirements of the Securities Act then in effect. Further, the following legends (or similar language) shall be placed on such certificate(s) representing the Note:

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF THE ACT.

This Agreement constitutes a binding obligation of the Purchaser enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including, without limitation, principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). No state, federal or foreign regulatory approvals, permits, licenses or consents or other contractual or legal obligations are required with respect to the Purchaser in order for the Purchaser to enter into this Agreement or purchase the Note.

(i) The Purchaser is not purchasing the Note as a result of any advertisement, article, notice or other communication regarding the Note or any other securities of the Company published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement. The Purchaser was not solicited through any form of general solicitation; the Purchaser became interested in the private offering contemplated by this Agreement by means other than a registration statement; and the Purchaser has a substantive, pre-existing relationship with the Company.

(j) The Purchaser understands that nothing in this Agreement, the Note, or any other materials presented to the Purchaser in connection with the purchase and sale of the Note constitutes legal, tax or investment advice. The Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Note.

(k) The Purchaser acknowledges that certain statements included in any investor presentation provided in connection with this Agreement are "forward-looking statements" as defined in the U.S. Private Securities Litigation Reform Act of 1995 and are subject to risks and uncertainties. The Purchaser acknowledges that the Company has based these statements on its expectations about future events, but such statements and projections are subject to numerous known and unknown risks and uncertainties. The Purchaser acknowledges that the Company cannot assure the Purchaser that these expectations will be achieved and that the Company's actual results may differ materially from what it currently expects. The Purchaser further acknowledges that the comparisons provided of other companies and other sector information is provided for reference only and the Company cannot assure the Purchaser that similar results will be obtained by the Company.

Section 5. Covenants.

(a) The Company shall use reasonable best efforts, and the Purchaser shall reasonably cooperate with the Company's efforts, to promptly prepare and file all necessary documentation and to effect all applications that are necessary or advisable under applicable law with respect to the transactions contemplated hereunder so that any applicable waiting period shall have expired or been terminated as soon as practicable after the date hereof.

(b) The Purchaser shall not (except to the extent required by applicable law, legal process or the rules and regulations of any national securities exchange) issue any public announcement, statement or other disclosure with respect to this Agreement or the transactions contemplated hereby without the prior consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. The Company shall not (except to the extent required by applicable law, legal process or the rules and regulations of any national securities exchange or, subject to the provisions of Section 6(e) of this Agreement, in the Resale Registration Statement) issue any public announcement, statement or other disclosure with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) At all times while the Purchaser owns any of the Shares, the Company will use its reasonable best efforts to maintain the quotation of its Common Stock on an exchange operated by the Nasdaq Stock Market, LLC or another "national securities exchange" under Section 6 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and will comply in all material respects with the Company's reporting, filing and other obligations under the rules of any such market or exchange, as applicable.

(d) At all times while the Note remains outstanding, (i) the Company shall not, individually or together, in a single transaction or series of transactions, incur, maintain, carry, assume, guarantee, pledge or encumber any of its assets as security for, or otherwise have any obligation (A) to repay any other indebtedness for borrowed money (other than, for clarity, trade payables incurred in the ordinary course of business), other than up to $50,000,000 of aggregate consolidated indebtedness for borrowed money of the Company and the Operating Subsidiary, or (B) under any finance lease, other than any finance lease to acquire new property secured solely by such newly acquired property, which otherwise permitted indebtedness or finance lease under each of the foregoing clauses (A) and (B), respectively, is expressly subordinated to the Company's obligations under the Note and this Agreement, as applicable, on terms and conditions reasonably acceptable to the Purchaser, and (ii) the Company shall ensure a sufficient number of authorized but unissued shares of Common Stock are available under its certificate of incorporation to permit the conversion of the Note in accordance with its terms.

(e) At all times while the Note remains outstanding, the Purchaser shall be entitled to receive from the Company, but only upon the Purchaser's express written request, quarterly unaudited and annual audited financial statements, monthly and other financial reports presented to the Company's board of directors, any requests for action by the Company's stockholders or actions taken by written consent taken by the Company's stockholders, and such other information relating to the financial condition, business, prospects, or corporate affairs of the Company and the Company Subsidiary as the Purchaser may request in writing from time to time (and that does not directly relate to information concerning any competitor of the Purchaser); provided, however, that the Company shall not be obligated hereunder to provide information (a) the disclosure of which would reasonably be expected, based on the written advice of qualified outside legal counsel, to either adversely affect the attorney-client privilege between the Company and its legal counsel or require the Company to file a Form 8-K with the Commission (as defined below) under applicable law or (b) the disclosure of which would breach a confidentiality obligation of the company; provided further that the Purchaser agrees to maintain the confidentiality of the information received pursuant to this Section 5(e) in accordance with the same terms and obligations as set forth in the most recent nondisclosure agreement between the Purchaser and the Company, mutatis mutandis. The Company agrees that it will not provide the Purchaser with any information subject to the provisions of this Section 5(e) except upon the written request of the Purchaser.

(f) Upon demand by the Purchaser, and receipt of a summary invoice therefor with wire instructions, the Company shall pay the fees and expenses of the Purchaser's outside legal counsel incurred in connection with this Agreement, the Note and the transactions contemplated hereby, in an amount not to exceed, in the aggregate, $100,000 (One Hundred Thousand Dollars).

Section 6. Registration Rights.

(a) If, as of the Conversion Date (as defined in the Note), the Note has converted into the Shares, and the Purchaser is an "affiliate" of the Company within the meaning of Rule 144 or the Shares issued upon conversion of the Note are not then eligible to be resold by the Purchaser without any volume, manner-of-sale or other limitations under Rule 144 (whether because the applicable holding period has not been satisfied, adequate current public information is not available, or otherwise), then the Company shall cause all Shares issued or issuable upon such conversion to be registered for resale, without any volume, manner-of-sale or other limitations, under a valid and effective registration statement filed by the Company with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act (the "Resale Registration Statement"), as of the Conversion Date. The Resale Registration Statement may be filed on Form S-1 or Form S-3 (including a shelf registration statement on Form S-3), subject in each case to the Company's eligibility to use the applicable form. The Company shall use its reasonable best efforts to prepare and file the Resale Registration Statement with the Commission and to cause it to be declared or otherwise become effective as promptly as practicable, and in any event so that all such Shares are registered for resale as of the Conversion Date. The Company's obligation to include the Purchaser's Shares in the Resale Registration Statement is contingent upon the Purchaser furnishing in writing to the Company such information regarding the Purchaser and the intended method of disposition of the Shares as shall be reasonably requested by the Company to effect the registration of such Shares, and the Purchaser shall execute such documents in connection with the resale of the Shares as the Company's transfer agent may reasonably request. The Company agrees to use reasonable best efforts to keep the Resale Registration Statement (or a successor or replacement registration statement, including a shelf registration statement on Form S-3 upon the Company becoming eligible to use such form) continuously effective with respect to the Purchaser (including, without limitation, by filing any related prospectus supplements or post-effective amendments necessary to ensure that the Resale Registration Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading) until the earlier of (x) the date on which the Purchaser ceases to hold any Shares and (y) the first date on which the Purchaser is able to sell all of its Shares without volume or manner-of-sale limitations pursuant to Rule 144. All costs and expenses incident to the Company's performance of, or compliance with, its registration obligations under this Section 6, including all registration and filing fees, printing expenses, and fees and expenses of the Company's counsel, accountants and transfer agent, shall be borne solely by the Company. Notwithstanding the foregoing, the Company shall be entitled to delay or postpone the effectiveness of the Resale Registration Statement, and from time to time to require the Purchaser not to sell under the Resale Registration Statement or to suspend the effectiveness thereof, if it reasonably determines in good faith that, in order for the Resale Registration Statement not to contain a material misstatement or omission, (i) the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or (ii) another event has occurred that the Company's board of directors reasonably and in good faith believes would require additional disclosure by the Company in the Resale Registration Statement of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Resale Registration Statement would be expected, in the reasonable determination of the Company's board of directors, to cause the Resale Registration Statement to fail to comply with applicable disclosure requirements (such circumstance, a "Suspension Event"); *provided*, *however*, that the Company may not delay or suspend the Resale Registration Statement on more than two occasions or for more than 90 consecutive calendar days, or more than 120 calendar days in the aggregate, in each case during any 12-month period. Upon receipt of written notice from the Company (which notice shall not contain any material non-public information regarding the Company) of the happening of any Suspension Event during the period that the Resale Registration Statement is effective, the Purchaser hereby agrees that (i) it will immediately discontinue offers and sales of the Shares under the Resale Registration Statement (excluding, for the avoidance of doubt, sales conducted pursuant to Rule 144) until the Purchaser receives copies of a supplemental or amended prospectus (which the Company agrees to promptly prepare) that corrects the misstatement(s) or omission(s) and receives notice that any post-effective amendment has become effective or is otherwise advised in writing by the Company that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Company unless otherwise required by law, legal process or the rules and regulations of any national securities exchange. The Purchaser shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Shares.

(b) The Company shall advise the Purchaser as expeditiously as possible and within five business days after:

(i) a Resale Registration Statement or any amendment thereto has been filed with the Commission and when such Resale Registration Statement or any post-effective amendment thereto has become effective;

(ii) any request by the Commission for amendments or supplements to any Resale Registration Statement or the prospectus included therein or for additional information;

(iii) the issuance by the Commission of any stop order suspending the effectiveness of any Resale Registration Statement or the initiation of any proceedings for such purpose;

(iv) the receipt by the Company of any notification with respect to the suspension of the qualification of the Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) subject to the provisions in this Agreement, the occurrence of any event that requires the making of any changes in any Resale Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, when so advising the Purchaser of such events, the Company shall not be obligated, to provide any Purchaser with any material, nonpublic information regarding the Company, nor shall the Company provide any Purchaser with any such material, nonpublic information regarding the Company without the Purchaser's prior written consent (e-mail being sufficient), in each case other than to the extent that providing notice to the Purchaser of the occurrence of the events listed in (i) through (v) above constitutes material, nonpublic information regarding the Company.

(c) The Company shall use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of the Resale Registration Statement as soon as reasonably practicable.

(d) Upon the occurrence of any Suspension Event, except for such times as the Company is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of the Resale Registration Statement as contemplated by this Agreement, the Company shall use its reasonable best efforts to as soon as reasonably practicable prepare a post-effective amendment to the Resale Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) The Company shall provide the Purchaser with a reasonable opportunity to review disclosure regarding the Purchaser, this Agreement, the Note and any related transaction involving the sale of the Shares by the Purchaser in the Resale Registration Statement prior to the filing or submission of such Resale Registration Statement and consider in good faith any reasonable comments of the Purchaser.

(f) With a view to making available to the Purchaser the benefits of Rule 144, the Company shall, for so long as the Purchaser holds the Note or any Shares, use its reasonable best efforts to: (i) make and keep current public information available, within the meaning of Rule 144, including by timely filing all reports and other documents required to be filed by the Company under the Securities Act and the Exchange Act; (ii) furnish to the Purchaser, promptly upon request, a written statement by the Company as to its compliance with the current public information requirements of Rule 144 and the reporting requirements of the Securities Act and the Exchange Act; and (iii) promptly, and in any event within two (2) business days following the delivery by the Purchaser of any Shares to the Company or its transfer agent together with any documentation reasonably required to establish that such Shares may be sold under Rule 144 without volume or manner-of-sale limitations (which may include a customary broker's or seller's representation letter and, if reasonably required by the transfer agent, an opinion of the Company's counsel, which opinion the Company shall cause to be delivered at its expense), cause the removal of any restrictive legend from, and cause its transfer agent to remove any stop-transfer instruction with respect to, such Shares. All costs and expenses incurred in connection with the foregoing shall be borne solely by the Company.

Section 7. Survival. The representations, warranties and covenants (other than those covenants that by their nature would be satisfied at the Closing) of the Company, the Operating Subsidiary and the Purchaser contained in this Agreement or in any certificate delivered hereunder or any other document or agreement executed or delivered in connection herewith shall survive the Closing hereunder.

Section 8. Notices. All notices, communications and deliveries required or permitted by this Agreement shall be made in writing signed by the party making the same, shall specify the Section of this Agreement pursuant to which it is given or being made and shall be deemed given or made (a) on the date delivered if delivered in person, (b) on the date of delivery if delivered by facsimile or email during business hours, or on the next business day if delivered by facsimile or email outside of business hours, in each case upon confirmation of receipt, (c) on the third (3rd) business day after it is mailed if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) or (d) on the day after it is delivered, prepaid, to an overnight express delivery service that confirms to the sender delivery on such day, as follows:

If to the Company:

Silvaco Group, Inc.
4701 Patrick Henry Drive, Building #23
Santa Clara, CA 95054
Attention: General Counsel
Email: Legal@silvaco.com

With a copy to:

Silvaco Group, Inc.
4701 Patrick Henry Drive, Building #23
Santa Clara, CA 95054
Attention: Christopher Zegarelli
Email: chris.zegarelli@silvaco.com

If to the Purchaser, as provided on the applicable signature pages hereto.

Or to such other representative or at such other address of a party as such party hereto may furnish to the other parties in writing in accordance with this Section 8.

Section 9. Entire Agreement. This Agreement embodies the entire agreement and understanding, and supersedes all prior agreements and understandings, between the parties hereto with respect to in respect of the subject matter contained herein. No party to this Agreement shall have any legal obligation to enter into the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 10. Indemnification. To the fullest extent permitted by law, each party hereto hereby agrees to indemnify and hold harmless the other party, its affiliates, and their respective directors, officers and authorized agents from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of any breach of any representation, warranty, covenant or undertaking made by or on behalf of such party in this Agreement.

Section 11. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of New York (other than its rules of conflict of laws to the extent the application of the laws of another jurisdiction would be required thereby).

Section 12. WAIVER OF JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

Section 13. Specific Performance. Each of the Company and the Purchaser will be entitled to an injunction and other equitable relief, without the need to post any bond or other security, to specifically enforce any term of this Agreement.

Section 14. Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 15. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect under the applicable law of any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 16. Miscellaneous.

(a) Notwithstanding any term to the contrary herein, no person other than the Company or the Purchaser, or their respective successors, shall be entitled to rely on and/or have the benefit of, as a third-party beneficiary or under any other theory, any of the representations, warranties, agreements, covenants or other provisions of this Agreement.

(b) The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed by facsimile, .pdf or electronic signature and a facsimile, .pdf or electronic signature shall constitute an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused Agreement to be executed by its duly authorized officer as of the date first written above.

SILVACO GROUP, INC.

By: /s/ Dr. Walden C. Rhines
Name: Dr. Walden C. Rhines
Title: Chief Executive Officer

MICRON TECHNOLOGY, INC.

By: /s/ Henry Huang
Name: Henry Huang
Title: Sr. Principal, Venture Capital