

Qorvo Biotechnologies, LLC
Standard Terms and Conditions of Sale

- 1. Applicability.** THESE STANDARD BIOTECH TERMS AND CONDITIONS OF SALE (THIS "AGREEMENT") SHALL APPLY TO THE PURCHASE OF PRODUCTS SPECIFICALLY CLASSIFIED BY SELLER AS INTENDED FOR USE IN THE BIOTECHNOLOGY FIELD. THIS AGREEMENT IS A FUNDAMENTAL PART OF, IS INCORPORATED BY THIS REFERENCE INTO, AND IS SUBJECT ONLY TO THE EXPRESS PROVISIONS OF, ANY ORDER CONFIRMATION PROVIDED BY QORVO BIOTECHNOLOGIES, LLC ("SELLER"). THIS AGREEMENT SUPERSEDES ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY BUYER OR DELIVERED BY BUYER IN CONNECTION WITH ANY TRANSACTION OR PURCHASE AND SHALL BE DEEMED A MATERIAL ALTERATION OF THIS AGREEMENT. ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS ARE EXPRESSLY REJECTED BY SELLER UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED EMPLOYEE OF SELLER. SUBJECT TO THE FOREGOING, THIS AGREEMENT EXCLUSIVELY GOVERNS ALL QUOTATIONS AND SALES ENTERED INTO BY SELLER. ACCEPTANCE OF A BUYER'S PURCHASE ORDER AND SELLER'S AGREEMENT TO FURNISH PRODUCTS OR SERVICES ARE EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THIS AGREEMENT. The buyer is the entity with whom Seller has or anticipates having a contractual relationship to provide products or services ("Buyer"). Buyers' issuance of a purchase order for the products or services shall constitute Buyer's acknowledgement and agreement that this Agreement is intended to be the parties' final expression and exclusive statement of the terms of their agreement and supersede all terms and conditions otherwise discussed or proposed by Buyer or Seller, except as otherwise provided above. No course of dealing, no usage of trade, and no acceptance of or acquiescence to any course of performance shall modify, alter or be relevant to explain or modify this Agreement.
- 2. Prices.** Prices are specified by Seller in U.S. dollars (unless another denomination is expressly identified). All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, value added, occupational or like taxes. Prices are consequently subject to increase by the amount of any such tax that Seller pays or is required to pay or collect upon sale or delivery of products. Any certificate of exemptions or similar document or proceeding required to exempt the sale of products from sales or use tax liability shall be obtained by Buyer, at its expense.
- 3. Terms of Payment.** Terms are payment in advance, except where satisfactory open account credit is established, in which case terms are net thirty (30) days from the date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason. Seller reserves the right at any time to revoke any credit extended to Buyer for any risk deemed sufficient by Seller. Seller will issue invoices on delivery in the case of all products; if deliveries are made in installments, each shipment shall be invoiced and payable when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate of 1.5% per month (18% per year) or, if less, the maximum rate permitted by law. All amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off of any amount that Buyer may claim is owed by Seller and regardless of any other controversies that may exist. In the event of default by Buyer, Seller shall be entitled to recover from Buyer costs, fees, and expenses incurred by Seller in collecting amounts owed by Buyer, including, reasonable attorneys' fees, court costs and other costs of collection.
- 4. Delivery.** All domestic deliveries are EX Works Seller's factory. All international deliveries are FCA Seller's Factory (Incoterms 2010). Title and risk of loss with respect to the products shall pass to Buyer upon shipment from Seller's factory. Any loss or damage after delivery shall not relieve Buyer from any obligations hereunder. Seller reserves the right to make deliveries in installments. All products will be scheduled for shipment in accordance with Seller's applicable shipment sequence and Seller will confirm in writing, and amend as appropriate, the shipment schedule. If Buyer fails to make each payment when it is due, Seller reserves the right to withdraw credit and

thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. Seller's suspension of performance may result in a rescheduling delay contingent on current product availability. Under no circumstances shall Seller be liable to Buyer for any delay either in shipment or in delivery. If a delay or a force majeure event under Section 20 below occurs, Seller may, at its option, (a) extend the delivery date for a time equal to the period of the delay and/or (b) allocate its available supply among its customers when it is unable to supply its total demands and/or commitments. In no event shall Seller be obligated to compensate Buyer for the re-procurement of products, services or other items from others.

5. **Shipment.** If Buyer's nominated carrier fails to pick up product as scheduled, Seller reserves the right to select another carrier and ship the products, in one or multiple installments, to Buyer's address indicated on Buyer's purchase order at Buyer's expense. Seller will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehouses and others for non-delivery, loss, damage or delay. All claims for damage to products or shortage must be made within thirty (30) days of shipment. If Buyer fails to accept delivery of any of the products for any reason, or, in the event Seller ships the products, if Seller is unable to deliver the products at the address indicated on Buyer's purchase order because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) the products shall be deemed to have been delivered; and (ii) Seller, at its option, may store the products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
6. **Rescheduling or Cancellation.** Except as permitted by Seller, at its sole discretion, Buyer may not: (a) reschedule any line item on a purchase order within the current fiscal quarter, (b) cancel or reschedule any line item on a purchase order that Seller is already in process of pulling from inventory or is in the process of packaging for shipping; or (c) cancel or reschedule any line item on a purchase order that Seller has already shipped. In the event the Buyer attempts to cancel orders for non-standard products, compensation shall be determined at that time.
7. **Returns.** Buyer shall not return any products for any reason without the prior authorization of Seller and the issuance by Seller of a Return Material Authorization ("RMA"). Returns must be shipped using Seller's preferred carrier. The RMA shall specify the RMA number, the terms and conditions upon which returns may be made, and Seller's preferred carrier. The RMA number must be marked on the outer shipping carton packing list, commercial invoice and carrier airway bill when products are returned. Returns made without obtaining prior authorization or without the RMA number properly marked on the outer shipping carton will be returned to sender at Buyer's expense. Products for which the seal of the anti-static shipping bag has been broken may not be returned.
8. **Returns for Credit.** Seller, at its option, may accept or reject any request by Buyer to return product for credit. If authorization is granted, Buyer shall pay Seller a restocking fee equal to 35% of the purchase price for standard products for each product returned, in addition to charges for unearned discounts, and any other reasonable charges. Buyer shall not return product without first obtaining an RMA number as stated above.
9. **No Modification or Reverse Engineering.** Buyer agrees that it will not modify, adapt, alter, translate, or create derivative works from any of the products purchased from Seller or derive, attempt to derive or direct others to derive the source code of any software product or the physical structure or technical properties of any other product purchased from Seller by reverse engineering, disassembly, decompilation, or any other means.
10. **Limited Warranty.** Seller warrants to Buyer that each physical product will be free of defects in material and workmanship and conform to Seller's applicable specifications in each case for the period set forth below. Seller's warranty shall begin on the date of delivery of all Seller designed

and assembled products (excluding cartridges) and shall last for a period of one (1) year (the "Warranty Period").

Seller warrants repaired products from date of redelivery, for the duration of the original Warranty Period, and further warrants the repaired component within the product for a period of six (6) months from redelivery. Seller's sole liability and responsibility under this warranty is to repair, replace, or issue a credit for the purchase price of any returned product which Seller determines does not conform to the warranty. Product returned to Seller for warranty service will be shipped to Seller at Buyer's expense and will be returned to Buyer at Seller's expense. In no event shall Seller be responsible under the warranty under this Section 13, a) for any defect which is caused by negligence, misuse (which would include any use other than in accordance with the applicable product label), improper storage, or mistreatment of a product, (b) for any unit which has been altered or modified in any way by Buyer or other users of the product or (c) any defects resulting from connection of the product to electrical services or other utilities not in accordance with installation requirements. Seller's limited warranties as hereinabove set forth shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice and customer support (as set forth in Section 15) or any other service in connection with Buyer's purchase order of the products furnished hereunder.

11. Unwarranted Products. Seller makes NO WARRANTY for products identified as cartridges, prototypes, engineering samples, test boards, pre-production qualified products, products used as described in Section 22 below, or products not manufactured by Seller ("Unwarranted Products"). All such Unwarranted Products are sold to Buyer "AS IS" and "WITH ALL FAULTS".

12. Product Support.

- a. Customer Support. Customer support and product complaint handling for all products purchased under this Agreement will be available pursuant to the terms provided at qorvobiotech.com/support ("**Support Terms**"). Customer may access such support and product complaint handling by following the instructions provided in the Support Terms. Support and product complaint handling for a product will be available until the applicable product is discontinued by Seller.
- b. Patient Data. All medical information and/or data concerning specific patients shall remain with Buyer. Seller shall not have access to any such data when providing any customer support. Seller is not a "business associate" of Buyer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996, as amended, and 45 C.F.R. Parts 160-164, as amended).

13. Warranty Disclaimer.

SELLER'S EXPRESS LIMITED WARRANTY TO BUYER IN SECTION 13, TOGETHER WITH THE PRODUCT SUPPORT OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 15, CONSTITUTES SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY WITH RESPECT TO THE PRODUCTS ORDERED UNDER THIS AGREEMENT, AND EXTEND ONLY TO BUYER AS THE ORIGINAL PURCHASER. BUYER MAY NOT TRANSFER SUCH WARRANTY OR RIGHT TO RECEIVE SUPPORT TO ANY OTHER PARTY. TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY OF TEST OR OTHER RESULTS.

ADDITIONALLY, ANY MAINTENANCE, REPAIR OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS HEREUNDER BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, OR ANY USE OF

REPLACEMENT PARTS SUPPLIER HAS NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL THE EXPRESS WARRANTY HEREIN TO BUYER WITH RESPECT TO THE AFFECTED PRODUCTS AND SERVICES.

- 14. Defense of Infringement Claims.** If a third party files a claim or brings an action against Buyer alleging that a product, as delivered by Seller to Buyer, infringes a United States patent, United States copyright, United States trademark or other United States intellectual property right, and if Seller is promptly advised of any such claim or action by Buyer, then Seller shall assume and have sole control of the defense of any such action or claim at its own expense, including the sole power and authority to negotiate any settlement or compromise and shall be responsible for any judgment or award issued in such action based on such infringement. If at any time use of the product is enjoined or is discontinued because of such action, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the product, replace, or modify the product so that it becomes non-infringing or grant Buyer a credit for the purchase price of the product and accept its return. Seller shall not have any liability or obligation under this Section if the infringement of a third party right is based in any way upon (i) the use of products in combination with other components, equipment or software not furnished by Seller; (ii) use of a product in practicing any process; (iii) any product that has been modified or altered; (iv) the manner in which the product is used even if Seller has been advised of such use; or (v) Seller's compliance with Buyer's designs, specification or instructions. In no event shall Seller's total liability to Buyer under this Section exceed the aggregate sum paid to Seller by Buyer for the infringing products. If any suit or proceeding is brought against Seller based on a claim that the products manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Seller shall reciprocally apply with respect to Buyer. The foregoing states the sole and exclusive liability of the parties hereto for patent infringement and is in lieu of all warranties, express, implied, or statutory, in regard thereto. No license or right is granted by Seller to Buyer under any patent, patent application, trademark, copyright, software, or trade secret. Any such grant shall be made in a separate written agreement.
- 15. Substitutions and Modifications of Specifications; General Product Change and Obsolescence/End of Life Notifications.** Seller reserves the right to make substitutions and modifications in the specifications of any of the products or parts thereof designed by Seller provided such substitutions or modifications will not materially affect the performance of such products. All general product change notifications that may impact form, fit, function or reliability and obsolescence/end of life notifications for Seller's standard product offerings may be viewed through Seller's on-line product change notification ("PCN") Alert System. It is Buyer's responsibility to use Seller's on-line system at <https://pcnalert.qorvo.com/Account/Register> in order to receive, via email, PCN notifications and be able to view all posted PCN's. Buyer shall be deemed to have received notice of the PCNs when they are posted on the PCN Alert System. Any questions regarding the PCN Alert System should be sent via email to PCNresponse@qorvo.com.
- 16. Assignment.** Neither this Agreement nor any purchase order issued and accepted under this Agreement is assignable by Buyer without the prior written consent of Seller and any attempt to assign any rights, duties or obligations arising hereunder shall be void.
- 17. Force Majeure.** Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Seller's control, including, without limitation, acts of nature, acts of terrorism, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Seller's vendor, or acts or omissions of Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for period in excess of one-hundred-twenty (120) days, Seller or Buyer (unless such event is due to Buyer's default) shall have the right by written notice to the other to cancel the purchase order for the products subject to the delayed delivery without further liability of any kind.

18. Limitation of Liability.

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY SELLER, SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS OR ANY OTHER THIRD PARTY, IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, FOR ANY LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RELATED TO THE PRODUCTS SOLD OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS) OR PUNITIVE DAMAGES DUE TO ANY CAUSE WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE (1) YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED.

IN NO EVENT SHALL THE ACCRUED TOTAL LIABILITY OF SELLER TO BUYER OR ANY THIRD PARTY FOR ALL LOSSES OR TYPES OF DAMAGES, WHETHER FROM ANY LAWSUIT, CLAIM, WARRANTY, OR OTHER DISPUTED MATTER EXCEED THE AGGREGATE SUM PAID TO SELLER BY BUYER UNDER THE PURCHASE ORDER THAT GIVES RISE TO SUCH LOSS OR DAMAGE.

NOTWITHSTANDING THE FOREGOING, THE PROVISIONS ABOVE IN THIS SECTION 21 DO NOT LIMIT A PARTY'S LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAWS AND REGULATIONS.

19. **Indemnification.** Buyer shall, to the full extent permitted by applicable law, defend, indemnify, and hold harmless Seller and all of its affiliates, officers, directors, shareholders, employees, agents and representatives, from and against all claims, suits, losses, damages, liabilities, costs, and expenses (including all attorneys' fees and costs) asserted by any third-party, whether in contract, in tort or otherwise, and whether alleging economic harm, personal injury, product liability or any other injury or harm, arising from or relating to (a) any alleged defect which is caused by negligence, misuse (which would include any use other than in accordance with the applicable product label), improper storage, or mistreatment of a product, (b) the alteration or modification of any product by Buyer or by other users of the product, (c) any defects resulting from connection of the product to electrical services or other utilities not in accordance with installation requirements, (d) any unauthorized representations regarding the products or services provided by Seller, and/or (e) any alleged or actual defect in the products where the product has been manufactured pursuant to the specifications of the Buyer.
20. **Proprietary Information/Release of Information.** Except as required by law, neither Seller nor Buyer shall publicly announce or disclose terms and conditions of this Agreement, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration, termination or cancellation of this Agreement. The protection of any confidential or proprietary information of either shall be governed by the terms and conditions of Exhibit A.
21. **Waivers.** All rights and remedies of Seller hereunder shall be cumulative and may be exercised singularly or concurrently. In the event that either party shall on any occasion fail to perform any term herein and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.
22. **Exports.** The ultimate shipment of potential orders solicited by Buyer shall be subject to the right and ability of Seller to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the United States government and agencies and instrumentalities thereof presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain

to export controls, including, without limitation, the Export Administration Regulations (EAR), International Traffic-in-Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC) regulations. Any purchase order which has been accepted by Seller but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Seller for acceptance or rejection. Buyer shall not transfer, directly or indirectly, any product or technical data received from Seller or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. government agency. In addition, any products sold hereunder may not be exported, reexported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g. nuclear, chemical, or biological weapons and the missile technology to deliver them). The parties acknowledge that they may each be subject to penalties for transacting business involving product, or Seller's technical information, with any customers that it knows or has reason to know are subject to denial of U.S. export privileges, or engages, directly or indirectly in prohibited nuclear, chemical, biological or missile technologies. Buyer shall indemnify and defend Seller and Seller's officers, directors, shareholders, employees and agents, and its successors and assigns (collectively and severally, "Indemnified Seller") against, and hold Indemnified Seller harmless from, any loss, claim, damage, suits, costs, expenses (including without limitation attorneys, accountants and other professional fees), that arise out of or result from any breach of this Section 25 by Buyer.

23. Compliance with Laws

- a. Buyer shall comply with all applicable U.S. and foreign laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended. Buyer shall not, in connection with any business transactions involving Seller, make or promise to make any payment or transfer anything of value, directly or indirectly, to any governmental official, political party, officer, director, employee, or representative of any actual or potential customer of Seller or any other person or entity if such payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or otherwise violate the laws of the country in which made or the laws of the United States.
- b. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer has been informed of and agrees to properly disclose and appropriately reflect any discounts or reductions in price associated with products described in this Agreement, in costs claimed or charges made by Buyer under Medicare, Medicaid, or federal or state healthcare programs requiring such disclosure or reporting, Social Security Act, section 1128B (b) (3) (A), 42 U.S.C. section 1320a-7b (b) (3) (A). Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide products hereunder and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.
- c. Buyer shall indemnify and hold Seller harmless against any and all losses, fines, penalties, costs, and expenses incurred by Seller as a result of Buyer's breach of the foregoing obligations in this Section 26.

24. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, whether oral or written. Seller reserves the right to make changes to this Agreement at any time, without notice to the Buyer, with such changes to be effective for all products shipped after the date of such change.

25. Federal Contract Terms. If the products to be furnished under this Agreement are in support of a US government contract or subcontract, then Seller acknowledges and accepts Federal

Acquisition Regulation (FAR) 52.244-6. Any other flow down requirements are expressly rejected unless reviewed and accepted in writing by Seller. Further, in any order submitted by a Buyer that is a prime contractor or subcontractor of the US government, Buyer agrees to the following:

- a. the purchase order between the Buyer and Seller will contain only those FAR and Defense Federal Acquisition Regulation (DFAR) clauses that are required in a purchase order for Commercial Items as defined in FAR 2.101 and FAR 52.202-1 and apply based on Seller's status as a supplier or a subcontractor, and the dollar threshold and type of the purchase order;
- b. Seller retains proprietary rights in all technical data and computer software provided under the purchase order to the fullest extent permitted under the FAR and DFAR as it relates to the sale of Commercial Items. Seller will grant only limited rights or restricted rights to the U.S. government. Further, Buyer agrees to retain any proprietary legends that Seller includes on the products to be furnished under this Agreement; and
- c. the purchase order between the Buyer and Seller shall provide no rights (including rights of audit of Seller's cost or pricing data) to any third party other than rights that the U.S. government may have as a matter of law.

26. Governing Law. This Agreement is made in, governed by and shall be construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles. Any suit or action arising out of or in connection with this agreement, any purchase order issued hereunder or any breach hereof, may be brought and maintained in the federal or state courts in Wilmington, Delaware. The parties hereby irrevocably submit to the jurisdiction of such courts for the purpose of such suit or action and hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the venue of any such suit or action in any such court. If the products purchased hereunder are purchased by a Buyer residing in a country other than the United States, then the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Agreement.

27. Dispute Resolution. If there is a dispute between Seller and Buyer arising from this Agreement (a "Dispute"), and the parties cannot promptly resolve it through negotiation, then the dispute shall be submitted to binding arbitration for full and final resolution. The Dispute shall be submitted to binding arbitration by one arbitrator in Wilmington, Delaware in accordance with the rules of the American Arbitration Association and judgment upon the arbitral award may be entered in any court having jurisdiction over Buyer or Seller or their respective assets. Buyer and Seller shall undertake good faith efforts to select a mutually acceptable arbitrator. If, within twenty (20) days of the notice of intent to arbitrate from one party, Buyer and Seller have failed to select an arbitrator, then the arbitrator shall be selected by the American Arbitration Association. Buyer and Seller shall be allowed reasonable depositions and discovery with the advance leave granted by the arbitrator. Either party may, without inconsistency with this Agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect either party's rights under this Agreement pending the establishment of the arbitral tribunal or its determination of the merits of the Dispute.

28. Notice. All notices and other communications required or permitted under this Agreement shall be in writing by U.S. Mail postage prepaid, return receipt requested or overnight courier and shall be deemed as received, upon receipt or five (5) days after posting, or if sent by electronic mail (email) to Contracts.Dept@qorvo.com, twenty-four (24) hours after dispatch. All such notices shall be addressed to the party at its respective address appearing on the relevant purchase order, and in the case of Seller, to the attention of the Contracts Department, or such other addresses the parties may advise from time to time in writing.

EXHIBIT A

MUTUAL NON-DISCLOSURE

The following terms apply when one party discloses Confidential Information ("**Discloser**") to the other party ("**Recipient**") in connection with the Agreement.

1. **Definitions.** As used in this Exhibit A:
 - a. "**Confidential Information**" means all information (whether written, electronic, visual, or oral) disclosed by a party that is marked or identified as "confidential" or with a similar legend or designation, or that the Discloser otherwise considers in good faith to be confidential. Confidential Information does not include information that:
 - i. at the time of disclosure is or becomes available to the public through no fault of Recipient;
 - ii. was rightfully in Recipient's possession at the time of disclosure;
 - iii. was or becomes available to Recipient from a source with the lawful right to disclose it; or
 - iv. is independently developed by or for Recipient without reference to, reliance on, or use of Confidential Information.
 - b. "**Representatives**" means a party's directors, officers, employees, attorneys, agents, and advisors.
2. **Confidentiality Obligations.** Each party agrees as follows:
 - a. Confidential Information is and will remain the exclusive property of Discloser;
 - b. it will use Discloser's Confidential Information solely in connection with the Agreement;
 - c. it will take reasonable precautions to protect the confidentiality of Discloser's Confidential Information on the same basis as its own Confidential Information, but always using no less than reasonable care;
 - d. it will not disclose Discloser's Confidential Information to any third party without written consent of Discloser, except to its Representatives with a need to know in order to carry out the Agreement, and provided:
 - i. such Representatives are bound by written nondisclosure agreements or subject to professional obligations that prohibit disclosure of Confidential Information and are at least as restrictive as this Agreement; and
 - ii. Recipient is liable to Discloser for any breach of this Agreement by such Representatives;
 - e. it will not reverse engineer, disassemble or decompile any samples, prototypes, software, or other tangible objects provided by Discloser without written approval of Discloser;
 - f. Confidential Information will not be used by Recipient to prepare or revise any patent or patent application or to invoke any post-grant or pre-grant patent office proceedings;
 - g. upon Discloser's written request, all copies of Confidential Information (and all summaries, analyses or other documents reflecting or containing Confidential Information) will be promptly returned or destroyed, except Recipient may retain a single copy of such Confidential Information for archival purposes only; and
 - h. Recipient may disclose Confidential Information to the extent required by law or legal process, provided that if legally permissible, Recipient will give Discloser prompt notice and reasonable cooperation to allow Discloser an opportunity to obtain a protective order at Discloser's sole cost and expense.
3. **Confidentiality Obligations.** The confidentiality obligations under this Exhibit A expire five (5) years after completion of all purchase orders under the Agreement.
4. **Compliance with Laws.** Each party will comply with all applicable laws and regulations related to its storage, disclosure, or use of its own, and Discloser's Confidential Information, including, but not limited to, all laws and regulations governing the import or export of information. Confidential

Information may include export-controlled technology and/or software for which the U.S. or other governments may require authorization prior to export, release, or transfer to another person, end use, or destination, whether or not identified by the Discloser.

5. Disclaimers.

- a. This Exhibit A does not obligate either party to disclose any Confidential Information to the other party.
- b. ANY CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS" and "WITH ALL FAULTS."
- c. Discloser makes no representation or warranty to Recipient about any Confidential Information it discloses, except that it has the legal right to make such disclosure.

6. Law and Remedies.

Each party acknowledges that Discloser would be irreparably injured by a breach of this Agreement by Recipient or its Representatives, and that monetary remedies at law would be inadequate. Without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees Discloser may seek equitable relief against any breach or threatened breach of this Exhibit A, including injunctive relief and specific performance, without proof of actual damages and without posting any bond.

EXHIBIT B

Use Under Emergency Use Authorization (EUA) for Omnia SARS-CoV-2 Antigen Test

1. SCOPE

- 1.1. This exhibit applies to the use of Seller's Omnia SARS-CoV-2 Antigen Test (the "Product(s)") while its use is authorized under an EUA.

2. DEFINITIONS

- 2.1. "Authorized Labeling" collectively refers to the labeling entitled "Seller Biotechnologies Omnia SARS-CoV-2 Antigen Test Instructions for Use", "Instructions for Use: Seller Biotechnologies Omnia SARS-CoV-2 External Control", "Quick-Start Guide: Seller Biotechnologies Omnia SARS-CoV-2 Antigen Test", "Operator Manual: Seller Biotechnologies Omnia System Operator Manual", "Quick-Start Guide: Seller Biotechnologies Omnia System Quick-Start Guide", "Fact Sheet for Healthcare Providers: Seller Biotechnologies, LLC. - Omnia SARS-CoV-2 Antigen Test", and "Fact Sheet for Patients: Seller Biotechnologies, LLC. - Omnia SARS-CoV-2 Antigen Test".
- 2.2. "Authorized Laboratories" shall mean laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. 263a, that meet the requirements to perform moderate or high complexity tests.
- 2.3. "FDA" means the United States Food and Drug Administration.

3. BUYER GENERAL RESPONSIBILITIES FOR RESALE OF PRODUCT

- 3.1. Buyer may not resell any Product without Seller's written consent. If Buyer receives written consent and sells the Product to another party, Buyer must:
 - 3.1.1. notify Seller prior to selling the Product to another party. Such notification must contain the name, address, and phone number of the party to which Buyer is selling the Product. Buyer must obligate any further customers of the Product to notify Buyer prior to selling the Product to another party. Such notification must contain the name, address, and phone number of the party to which the Product, and Buyer must provide this notification to Seller
 - 3.1.2. only sell the Product for use by Authorized laboratories;
 - 3.1.3. include a physical copy of the "Qorvo Biotechnologies Omnia SARS-CoV-2 Antigen Test Instructions for Use," and "Quick-Start Guide: Qorvo Biotechnologies Omnia SARS-CoV-2 Antigen Test" with each shipped Product to Authorized Laboratories, and must make the "Qorvo Biotechnologies Omnia SARS-CoV-2 Antigen Test Instructions for Use," and "Quick-Start Guide: Qorvo Biotechnologies Omnia SARS-CoV-2 Antigen Test" electronically available with the opportunity to request a copy in paper form, and after such request, must promptly provide the requested information without additional cost;
 - 3.1.4. make available the SARS-CoV-2 specific reagents External Positive Control – Qorvo Biotechnologies Omnia SARS-CoV-2 External Control with the "Instructions for Use: Qorvo Biotechnologies Omnia SARS-CoV-2 External Control," or other authorized materials or control materials (as provided by Qorvo), at the same time as the Product;
 - 3.1.5. ensure any additional information made available by Buyer relating to the emergency use of the Product must be consistent with, and not exceed, the terms of the EUA; and

3.1.6. not use Buyer-specific labeling unless Seller has requested corresponding changes to the Authorized Labeling from FDA and such changes have been authorized.

4. RECORDKEEPING

- 4.1. Buyer must maintain any records associated with the Product's EUA until otherwise notified by FDA, and must make such records available to FDA for inspection upon request.
- 4.2. Buyer must collect information on the performance of the Product. Buyer must report to Seller any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the Product of which it becomes aware.

5. ADVERTISING

- 5.1. Buyer shall have the right to advertise the Product, but shall be required to obtain the prior written approval of Seller on the contents of such proposed advertisements.
- 5.2. All descriptive printed matter, advertising, and promotional materials relating to the use of the Product must be consistent with the Authorized Labeling, as well as the terms set forth in the Product's EUA, and must meet the requirements set forth in section 502(a), (q)(1), and (r) of the Federal Food, Drug, and Cosmetic Act and FDA implementing regulations.
- 5.3. No descriptive printed matter, advertising, or promotional materials relating to the use of the Product may represent or suggest that the Product is safe or effective for the detection of SARS-CoV-2.
- 5.4. All descriptive printed matter, advertising, and promotional materials relating to the use of the Product must clearly and conspicuously state that:
 - 5.4.1. The Product has not been FDA cleared or approved, but has been authorized by FDA under an EUA for use by Authorized Laboratories;
 - 5.4.2. The Product has been authorized only for the detection of proteins from SARS-CoV-2, not for any other viruses or pathogens; and,
 - 5.4.3. The emergency use of the Product is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or authorization is revoked sooner.