

STANDARD+ PURCHASE ORDER TERMS AND CONDITIONS

These Standard+ Purchase Order Terms and Conditions (“**Standard+ Terms and Conditions**”) shall apply to this Order. In the event this Order relates to the provision of services (Appendix A - Service) and/or equipment (Appendix B - Equipment) and/or is in support of a U.S. Government Order at any tier (Appendix C – U.S. Government Terms and Conditions), Supplier also agrees to comply with the supplemental terms contained in the applicable Appendices located at <http://www.qorvo.com/supplier-terms>. Where there is a conflict between these Standard+ Terms and Conditions, the applicable Appendices, and this Order, the order of priority shall be as follows: (1) this Order; (2) the applicable Appendices; and (3) these Standard+ Terms and Conditions. Capitalized terms not otherwise defined herein shall have the same meaning as assigned to them in the applicable Appendix. Together, this Order, all applicable Appendices, and these Standard+ Terms and Conditions are the “**Agreement**” between Qorvo and Supplier.

1. Definitions.

“**Counterfeit Product(s)**” means any Product(s), or any component of a Product, produced, altered, or otherwise misrepresented to resemble a Product, or any component of a Product, without authority or right to do so, including any Product that is produced, altered, mismarked or otherwise misrepresented to result in Qorvo being misled or defrauded through the presentation of such Product to Qorvo as original, new, genuine, authentic, or from a source other than an original component manufacturer (**OCM**) or its authorized distributor (**AD**) or authorized after-market manufacturer (**AAM**), as further described in Section 14. Alteration or misrepresentation includes the false identification of grade, serial number, lot number, date code, or performance characteristics.

“**Order**” means the purchase order issued by Qorvo and accepted by Supplier to which this Agreement applies.

“**Parties**” means Qorvo and Supplier.

“**Product(s)**” means the articles, materials, goods, components, parts, spare parts, rebuilds, consumables, supplies, items, software, equipment, and/or tools covered by this Agreement.

“**Qorvo**” means the Qorvo Entity identified on the face of this Order.

“**Qorvo Entity**” means Qorvo US, Inc. or one of its subsidiaries.

“**Service(s)**” shall refer to work, labor, installation, and services covered by this Agreement.

“**Specifications**” means Qorvo’s required specifications including, but not limited to, designs, source inspection, acceptance criteria, installation, documentation, authenticity, quality, and other requirements that may be assigned to this Order.

“**Supplier**” means the supplier of Product(s) and/or Service(s) under this Order and shall also include Supplier’s subcontractors and any other person or entity providing products to or performing any type of work for or on behalf of Supplier.

2. **Order Acceptance.** Unless otherwise agreed to in writing between the Parties, this Agreement is the entire agreement between the Parties regarding Product(s) and/or Service(s) covered by this Order. Supplier may accept this Order by: (a) delivering to Qorvo Supplier’s acknowledgment of receipt and/or entry of this Order; or (b) by commencement of performance of Supplier’s obligations hereunder. If Supplier does not object to this Order within three (3) business days of receipt, this Order will be considered accepted by Supplier. Any terms and conditions proposed in Supplier’s quotation, proposal, acceptance, or acknowledgment of this Order, or in Supplier’s associated invoice, which add to, vary from, or conflict with the terms herein are hereby rejected, unless expressly agreed to in writing by Qorvo’s authorized representative. To the extent that terms appearing on the face of this Order are inconsistent with those set forth herein, the terms on the face of this Order shall prevail. The Parties agree that TIME IS OF THE ESSENCE with respect to performance of each of the Parties’ obligations under this Agreement. Supplier’s commencement of performance or acceptance of this Order in any manner shall constitute a representation by Supplier that Product(s), including components of Product(s), have been and shall be obtained solely from an OCM or its AD or AAM, as further described in Section 14.

3. **Prices.** Supplier agrees that the prices set forth on the face of this Order are firm and are not subject to increase. The acceptance of this Order constitutes a warranty that the prices to be charged for Product(s) or Service(s) ordered therein are not more than prices charged to other customers for the same or like products and services in similar quantities.

a. **Invoices and Payment.** Invoices shall contain the following information: Order number, item number, description of Product(s) and/or Service(s), sizes, quantities, unit prices, and extended totals. Payment of an invoice shall not constitute acceptance of Product(s) and/or Service(s) and shall be subject to adjustment for errors, shortages, defects in the Product(s) and/or Service(s), or other failure of Supplier to meet the requirements of this Order. Unless otherwise stated on the face of this Order, payment is due net sixty (60) days after receipt of correct invoice or acceptance of all Product(s) and/or Service(s), whichever is later. Qorvo may at any time set off any amount owed by Qorvo to Supplier against any amount owed by Supplier to Qorvo or any Qorvo Entity. Any Qorvo directed expense or travel reimbursements set forth in an Order, if preapproved, shall be paid by Qorvo.

b. **Fraud Prevention.** Payments to Supplier shall only be made to the designated financial account at an accredited financial institution identified in writing by Supplier and confirmed through secure communication methods mutually agreed upon by the parties. Any modifications to payment details will require “out-of-band” verification using the number provided by Supplier at the time of set up. Supplier represents and warrants that it has implemented and will maintain robust fraud prevention measures, including but not limited to multifactor authentication and other reasonable and

industry-standard security protocols, for all Supplier systems, networks, and accounts involved in transmitting payment instructions to Qorvo. Supplier further agrees to maintain secure processes for all communication channels used to convey payment instructions, including email accounts (e.g., cloud-based accounts such as Microsoft 365) and any electronic platforms (e.g., Ariba Network). Supplier shall promptly notify Qorvo in writing of any suspected or actual unauthorized access to systems or accounts affecting payment instructions. Notifications must be sent to [FRAUD PREVENTION TEAM@Qorvo.com](mailto:FRAUD_PREVENTION_TEAM@Qorvo.com) with the subject line "Cybersecurity Incident" and include relevant details such as nature, scope, and potential impact of the incident. Qorvo shall not be liable for any misdirected payments, damages, or losses arising from Supplier's failure to implement or maintain the required security measures, or from any breach, unauthorized access, or fraud ("Fraudulent Transactions") attributable to Supplier or its systems; and any such loss or damages shall remain Supplier's sole responsibility. The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and respond to any actual or suspected Fraudulent Transactions.

4. **Taxes.** Supplier is responsible for all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) on sales of the Product(s) and/or Service(s), and sales, use, transfer, or value added tax or any other duties or fees related to any payment by Qorvo to Supplier for Product(s) and/or Service(s) provided to Qorvo pursuant to this Agreement. Any fees intended to be paid by Qorvo shall be included in the quoted price of the Product(s) and/or Service(s). If Qorvo provides a direct pay certificate, certification of an exemption from tax for a specific Product or Service, or reduced rate of tax imposed by an applicable taxing authority, then Supplier agrees not to invoice for any such tax unless and until the applicable taxing authority assesses such tax, at which time Supplier shall invoice and Qorvo agrees to pay any such tax that is legally owed. Qorvo shall withhold taxes as required under applicable law on payments made to Supplier, except for taxes on Supplier's income, and shall be required to remit to Supplier only the net amount after such withholdings.
5. **Packaging; Shipping and Freight; Title and Risk of Loss.**
 - a. **Packaging.** Product(s) shall be prepared for shipment in a manner that is in accordance with standard commercial practice and Qorvo Specifications, adequate to: (i) ensure safe arrival of the Product(s) at the designated destination; and (ii) provide protection against physical damage resulting from transport and storage conditions encountered during delivery; (iii) ensure the physical integrity and security of Product(s) against the unauthorized introduction of harmful or dangerous materials; and (iv) secure the lowest transportation rates. Electrostatic discharge (**ESD**) sensitive materials will be appropriately packaged. Supplier shall mark all containers with necessary lifting, handling and shipping information, Order number(s), number of total boxes (e.g., 1 of 12), date of shipment, and, if applicable, the name of the consignee and consignor. An itemized packaging slip must accompany each shipment that includes, at a minimum, the number and weight of the containers in the shipment, Order number, Supplier part number or other description of the contents, quantity shipped, industry standard bar coding, and, if applicable, Qorvo's tool ID.
 - b. **Shipping and Freight.** Unless otherwise specifically provided on the face of this Order, Product(s) shall be delivered **DDP** (Incoterms 2020), to Qorvo's destination specified on this Order. Any freight charges invoiced to Qorvo, either by Supplier or the carrier, will be charged back to or paid by Supplier. International inbound shipments to the United States must list the harmonized tariff schedule of the United States (HTS#) on the commercial invoice. Supplier agrees to take such reasonable measures as may be required by Qorvo to ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous material. Such measures may include, but not be limited to, physical security of manufacturing, packaging and shipping areas, restrictions on access of unauthorized personnel to such areas, personnel screening, and maintenance of procedures to protect the integrity of shipments.
 - c. **Title and Risk of Loss.** Notwithstanding any prior inspections, and irrespective of the Incoterm point named herein, Supplier shall bear all risks of loss, damage, and destruction to the Product(s) until final acceptance by Qorvo at the destination specified on the face of this Order. Further, Supplier shall bear all risk of loss with respect to any Product(s) rejected by Qorvo or for which Qorvo has revoked its acceptance, from the time of such rejection or revocation. Title to and risk of loss of the Product(s) shall pass to Qorvo upon final acceptance.
6. **Delivery.**
 - a. **On-Time Delivery.** The Parties agree that deliveries must be received in the exact quantities and at the destination(s) on the scheduled delivery date, specified on this Order. Supplier shall confirm the delivery date specified on this Order within three (3) days of receipt of this Order and failure to do so shall be deemed acceptance of the delivery date. Revised delivery dates are only valid if Qorvo issues a revised Order. No partial, incomplete, or early delivery shall be made without Qorvo's prior written consent. Qorvo will only pay for the maximum quantities ordered. Over shipments will be returned to Supplier at Supplier's risk and expense.
 - b. **Supplier's Inability to Deliver.** Supplier shall promptly notify Qorvo, in writing, of any delay or potential delay in the timely performance of this Agreement. Such notice shall include: (i) identification of Product(s) and/or Service(s) that will be delayed; (ii) anticipated duration of the delay; (iii) cause(s) of the delay; (iv) remedial actions of Supplier to minimize or eliminate the delay; and (v) proposed new delivery date. Qorvo shall have the right, at its sole option, to accept or reject the proposed new delivery date. In the event Qorvo accepts the proposed new delivery date, Supplier will expedite the delayed Product(s) or performance of Service(s) and will pay all expediting costs.
 - c. **Remedies for Delay.** In the event of delay, in addition to any other rights or remedies available to Qorvo at law, in equity, or under this Agreement, Qorvo may, at its sole option: (i) cancel the entire Agreement or that part of this

Order not delivered; (ii) require Supplier to ship Product(s) not delivered on time through any expedited channel necessary with Supplier paying any extra cost; or (iii) collect as liquidated damages and not as a penalty, one percent (1%) of the purchase price of the delayed Product(s) and/or Services for each calendar day of delay, computed from the delivery date, up to a maximum of twenty percent (20%) of this Order. Qorvo may enforce collection of any such liquidated damages by way of setoff, credit against future invoices or any other method allowed by law.

7. **Record Retention.** Supplier will keep complete and accurate records of all matters relating to its performance under this Agreement. Supplier will retain all financial, quality, and reliability records relating to this Agreement for at least five (5) years from the date of creation or longer if required by applicable law, local regulation, or by a specific term of this Agreement.
8. **Right to Audit.** Supplier agrees that Qorvo may, with advanced notice, audit Supplier's records in order to verify Supplier's compliance with this Agreement. Such audit shall be at Supplier's expense if a material overpayment by Qorvo is revealed. Supplier shall promptly pay to Qorvo such overpayment and the cost of the audit, if applicable.
9. **Inspection.** Supplier shall maintain an inspection system or method acceptable to Qorvo covering all Product(s) and/or Service(s) ordered hereunder and shall keep records applicable thereto available for review by Qorvo during the performance of this Agreement, such longer period as may be specified in this Agreement, or as otherwise required by law. All Product(s) ordered hereunder, and all components thereof (including raw materials and intermediate assemblies), are subject to inspection and test by Qorvo at any time (including the period of manufacture) and place (including the premises of Supplier and Supplier's subcontractors) prior to acceptance. Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and test by Qorvo. In addition, all Product(s) and/or Service(s) ordered hereunder are subject to final inspection and acceptance at Qorvo's premises within a reasonable time after receipt, despite any prior payment or prior inspection at the source or elsewhere. Acceptance of any Product(s) or Service(s) by Qorvo shall not be deemed to alter or affect the obligations of Supplier or the rights of Qorvo under Supplier's warranties, or to waive any latent defect.
10. **Adverse Event or Delay; Allocation.** Supplier agrees to notify Qorvo immediately of any actual or potential event or situation affecting Supplier or its business (including but not limited to material or transportation shortages) which might adversely affect Supplier's timely and full performance of this Agreement; however, no such notification shall affect Supplier's obligation of full performance of this Agreement. In such an event or situation, Supplier shall provide Qorvo priority allocation of available resources to fulfill their obligations under this Agreement.
11. **Order Changes.** Qorvo shall have the right to, at any time, make changes to this Order, including changes to: (a) drawings, designs, or Specifications, (b) method of shipping or packaging, (c) place of inspection, delivery, or acceptance, (d) quantities, (e) price, and (f) delivery schedule, including cancellation of all or part of this Order. Any such change made outside lead time as specified on this Order and prior to the scheduled delivery date of any affected Product(s) shall be without any liability or penalty to Qorvo. If the change is made within lead time specified on this Order and an actual increase or decrease in the cost or time required for performance of this Agreement results from a Qorvo change, an equitable adjustment in the cost or time required for performance shall be made. Any claim by Supplier for adjustment must be made in writing and received within thirty (30) days from Qorvo's notice of such change. Supplier's failure to submit a claim for adjustment within such time shall constitute an unconditional waiver by Supplier of any claim for damages or losses of any nature arising from such change. Qorvo's maximum liability on any claim of any kind for any loss or damage in connection with or resulting from changes to this Order, shall not in any circumstance exceed the purchase price allocable to the Product which gives rise to the claim. Qorvo shall not be liable for penalties of any description.
12. **Product Change, Product Discontinuance, Service and Support.**
 - a. **Product Change.** Supplier will not make changes to Product(s) or changes to the processes, Bill of Material (**BOM**), design, tools, subcontractors or sub-tier suppliers, or locations used to manufacture, assemble, or package the Product(s) without Qorvo's prior written approval. Qorvo may request additional time to complete qualification of a proposed change, and Supplier must allow for this contingency in its change implementation timing. Supplier will provide Qorvo a minimum of one-hundred eighty (180) days prior written notice via a product change notice (**PCN**) of any intent to change: (i) the design, content, materials, form, fit, or function of any Product; (ii) the location of manufacture, assembly, or packaging of any Product; or (iii) the part number(s) of any Product. Such PCN will, at a minimum, describe the nature of the proposed changes, including the affected Qorvo part numbers, reasons for the changes, anticipated schedule for implementation of the changes, and other relevant technical and logistic considerations, including without limitation quality and reliability data to the extent available. If Qorvo provides written acceptance of Supplier's intended change, Supplier may make the change(s) and begin to ship modified Product(s) once they have been qualified. Supplier is responsible for all direct and indirect costs, damages, losses, and expenses ("**Damages**") incurred by Qorvo or its customers that are caused by Supplier's failure to follow the PCN provisions of this Section 13a. Damages include, without limitation, costs of inspection, storage, shipping, reinstallation, expediting, product recalls, stop of line, plant closures, lost profits, and any injuries to person or property.
 - b. **Discontinued Product.** If Supplier intends to stop offering any Product or spare parts for the Product for sale to Qorvo for any reason ("**Discontinued Product**"), Supplier will give Qorvo a minimum of twelve (12) months prior written notice. If Supplier is the only Qorvo-qualified source of the Discontinued Product, a minimum of eighteen (18) months prior written notice ("**End of Life Period**") of the last possible order date is required. During the End of Life Period,

Qorvo (i) will provide Supplier with a forecast of anticipated demand for the Discontinued Product and a final lifetime-buy volume forecast; and (ii) may continue to place Orders for Discontinued Product until the last possible order date, with delivery not to exceed twelve (12) months from the last order date. Additionally, if Supplier is the only Qorvo-qualified source of the Discontinued Product, or if Qorvo's supply would experience capacity issues, then, at Qorvo's request, Supplier will assist Qorvo in making alternative supply arrangements for the manufacture and supply of the Discontinued Product, including by granting a license to Qorvo and a mutually agreed third-party manufacturer for supply of the Discontinued Product solely to Qorvo to support its customers. Supplier will deliver to the third-party manufacturer all materials, designs, drawings, and documentation necessary to manufacture and supply the Discontinued Product to Qorvo and will grant to such manufacturer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid up, sublicensable, transferable license to Supplier's intellectual property rights and all other relevant technology, necessary to use, reproduce, modify, display, perform, make or have made, sell, offer to sell, import, otherwise dispose of and distribute the Discontinued Product and/or other parts and products derived therefrom solely for supply to Qorvo to support its customers. For purposes of this Section 13b, Supplier's intellectual property rights include any rights Supplier has obtained to the intellectual property of third parties, to the extent that such rights are necessary for the sale, use, or other distribution of the Discontinued Product(s) supplied to Qorvo under this Agreement. If Supplier is unable to transfer or sublicense those rights to third party intellectual property, then Supplier will assist Qorvo, at Qorvo's request and cost, to obtain the necessary rights from the third party. Supplier agrees that (i) Qorvo would be irreparably harmed by Supplier's failure to fulfill its obligations under this Section 13b, (ii) money damages would not adequately compensate Qorvo for such harm, and (iii) Qorvo is entitled to injunctive relief to prevent any threatened or continued breach of this Section 13b and to specifically perform this Section 13b, in addition to all other remedies to which Qorvo may be entitled to at law or in equity. Supplier hereby waives any right to contend that Qorvo would not be irreparably harmed, would have an adequate remedy at law, is not entitled to specific performance of this Section 13b, and that a bond is necessary. Supplier will make available spare parts, repair services, documentation, and software updates and/or configuration support for a period of seven (7) years after notice of Product(s) discontinuance, unless a longer period is specified in writing, in which case that longer period shall apply.

13. **Warranty.**

- a. Supplier represents and warrants to Qorvo as follows: (i) Supplier has good and marketable title to the Product(s) (including Equipment) and Service(s) (including its Work Product, as applicable); (ii) Supplier has in place, and shall maintain in place throughout the duration of this Agreement, written policies and procedures to adequately preclude, or detect and remove, Counterfeit Product(s) from any deliveries to Qorvo; (iii) all Product(s) provided will only be new and sourced from an OCM or its AD or AAM, and will not be used or refurbished, unless the Order expressly permits the purchase (a) from another source; or (b) of used or refurbished products; (iv) unless otherwise specified on this Order, Supplier warrants that all Product(s) delivered shall strictly conform to all designs, Specifications, drawings, samples or other descriptions furnished by Supplier and Qorvo hereunder, and be free from all defects, including but not limited to design, material, and workmanship, for the time period referenced below; (v) spare parts, repair services, documentation, and training will made be available for a period of seven (7) years from the date of shipment at Supplier's then-current price, less applicable discounts; (vi) Product(s) acquired by Supplier from a third party authorized by Qorvo shall be subject to all warranties made by such third party and such warranties shall be assigned for the benefit of Qorvo; (vii) Service(s) shall be performed (a) in accordance with Qorvo's Specifications; and (b) in a professional manner, using the highest standards of workmanship, care, good faith, and integrity; (viii) Supplier possesses full power and authority to enter into this Agreement and to carry out its obligations hereunder and to do so without liability to any third party; (ix) all Work Product will conform to, and perform in accordance with, Qorvo's Specifications and shall be fit for a particular purpose(s); (x) none of the Work Product or materials supplied or used by Supplier in performing the Service(s), or any part thereof will contain libelous, injurious, or unlawful material; (xi) Product(s), Service(s), and Work Product shall not infringe on or contribute to the infringement of any copyright, patent, trademark, trade name, trade secret or other proprietary rights of any third party; and (xii) Supplier has obtained all consents necessary for it to perform its obligations and grant Qorvo the rights hereunder.
- b. The "**Warranty Period(s)**" for:
 - (i) Product(s) is three (3) years from the date of acceptance by Qorvo or in the case of spares, rebuilds and consumables, from the date the Product(s) are put into production; or the period provided in Supplier's standard warranty covering the Product(s); or as stated in the Qorvo Specifications, whichever is longer;
 - (ii) Service(s) is the time period identified in the applicable Specification or Scope of Service(s), whichever is longer; and
 - (iii) Equipment, and spares, rebuilds and consumables directly associated with Equipment, is one (1) year from the Final Acceptance Date, Supplier's published warranty, or as specified in this Order, whichever is longer.
- c. All warranties shall: (i) be construed as conditions as well as warranties and shall not be exclusive; (ii) survive any inspection, delivery, testing, acceptance, or payment by Qorvo and shall survive the expiration or termination of this Agreement; and (iii) together with all other express and implied warranties of Supplier, shall run in favor of Qorvo, its customers, and its successors and assigns.

- d. **Warranty Remedies.** If Qorvo identifies nonconforming Product(s), Service(s), or Equipment during their respective Warranty Period(s), Qorvo will notify Supplier of such nonconformance. In addition to all other remedies, at Qorvo's option and at Supplier's risk and expense:
- (i) **Product(s):** Qorvo will return the nonconforming Product(s) to Supplier. Within five (5) business days of receipt of the returned Product(s), Supplier shall either repair or replace such Product(s) or refund the price of the nonconforming Product(s). Replacement Product(s) shall be warranted as the original Product(s). Repaired Product(s) shall be warranted for the remainder of the Warranty Period or six (6) months, whichever is longer.
 - (ii) **Service(s):** Supplier will re-perform the Service(s) and if the Service(s) cannot be re-performed, Supplier shall refund the total amount paid for such Service(s).
 - (iii) **Equipment:** Qorvo will either return for refund or require prompt correction or replacement of any defective or nonconforming Equipment. Prior testing periods of Equipment shall not start the running of the Warranty Period. When repairs are required, the warranty period shall be interrupted for the repair period. The Warranty Period will resume when the Equipment is in complete and full-time operation according to the acceptance criteria in the Specifications.
- Qorvo may charge Supplier all expenses of nonconformance, including, but not limited to, the cost of inspecting, unpacking, examining, repacking, storing and re-shipping or reperformance. Upon Qorvo's written request, Supplier will conduct a failure analysis and provide a results report within the time period required by Qorvo.
14. **Service and Support.** Supplier will provide training and documentation to Qorvo as set forth in any separate training and documentation requirements set out in this Order, including as applicable, an after-hours tech support plan which shall be provided upon receipt of this Order and should include all relevant call center numbers, contacts, and an escalation path. Software updates or configuration support and schedules must also be provided to Qorvo.
15. **Tooling, Materials, Designs, Drawings, Equipment.** Title to all tooling and materials furnished or paid for by Qorvo in connection with this Agreement shall at all times remain with Qorvo. Supplier agrees that it will follow reasonable industrial practice in the identification and maintenance of property control records on all such tooling and materials and will make such records available for inspection by Qorvo at all reasonable times. After the termination or completion of this Agreement, and upon the request of Qorvo, Supplier shall make such tooling and materials available for disposition by Qorvo. Supplier agrees that it will use any tooling, materials, designs, drawings, Specifications, information, or equipment furnished by Qorvo only in the design, development, or production of the Product(s) and/or performance of the Service(s) called for in this Order and will not use any such items for any other purpose or disclose any such information to any third party, except with Qorvo's prior written approval. Qorvo does not warrant the accuracy of designs, drawings, Specifications, or information that it furnishes. Upon termination or completion of this Agreement, all items furnished by Qorvo shall be returned to Qorvo in as good condition as when received, ordinary wear and tear excepted.
16. **Indemnity.** Supplier shall, at its sole cost and expense, indemnify, defend, and hold harmless Qorvo, its subsidiaries, affiliates and their officers, directors, customers, agents, and employees against all claims, liabilities, damages, losses, and expenses, including legal costs, arising out of or in any way connected with the Product(s), Service(s) or Work Product, as applicable, provided by Supplier pursuant to this Agreement, including, without limitation, any claim based on (a) the death or bodily injury to any person, destruction, or damage to property; (b) Supplier's failure to satisfy its obligations with regard to any tax authority guidelines, applicable laws, or regulations; (c) the negligent or willful misconduct or, omissions of Supplier or any of Supplier's agents; (d) Supplier's failure to satisfy its obligations with regard to the protection of Confidential Information and/or data security as described in Section 21 below; or (e) any claim by a third party against Qorvo alleging that the Product(s), Service(s) or Work Product, as applicable, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Such defense and indemnity are each conditioned upon Qorvo providing to Supplier: (a) prompt, written notice of such claim, suit, or proceeding with full authority to conduct such defense; and (b) reasonable assistance and cooperation as Supplier may request, at Supplier's sole cost and expense. Supplier shall not settle any such claim without Qorvo's prior written approval. However, Qorvo's written approval shall not be required if such settlement provides for the unconditional release of Qorvo from any liabilities or obligations with respect thereto. Supplier agrees to pay or reimburse all costs that may be incurred by Qorvo in enforcing this indemnity, including legal costs. Should the use of any Product(s), Services(s) or Work Product by Qorvo, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Supplier shall, at its sole cost and expense, either: (a) substitute fully equivalent non-infringing product(s), Services or Work Product, as applicable; (b) modify or replace the Product(s), Services or Work Product, as applicable, so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Qorvo, its distributors, subcontractors, or customers the right to continue using the Product(s), Service(s) or Work Product, as applicable; or (d) if none of the foregoing is possible, refund all amounts paid for the Product(s), Service(s) or Work Product, as applicable. In the case of third party claims related to Section 17(e), Supplier shall be under no obligation to defend, indemnify, or hold Qorvo harmless to the extent that a third party claim, action, or suit arises out of or relates to: (i) Supplier's compliance with Qorvo's Specifications; (ii) a modification of the Product(s) by or on behalf of Qorvo by anyone other than Supplier or its authorized agents; (iii) the use of the Product(s) by or on behalf of Qorvo that is inconsistent with this Agreement or Supplier's written instructions; or (iv) information, data, or other content provided by or on behalf of Qorvo and not provided by Supplier.
17. **Insurance.** Supplier shall obtain and maintain at its expense, during the term of this Agreement and at least for two (2)

years after the last shipment of Product or performance of Service(s) hereunder, the following minimum insurance policies (with carriers rated A-M Best or A- and with waiver of subrogation as to General Liability and Workers Compensation:

Workers Compensation	Statutory
Employer's Liability	\$ 500,000
Auto Liability Insurance	\$ 1,000,000
Commercial General Liability	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products/Completed Operations Annual Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Errors and Omissions	\$ 2,000,000
Intellectual Property Infringement Indemnity	\$ 2,000,000
Cyber Security	\$ 2,000,000
Excess Liability (Umbrella)	\$10,000,000
Pollution Policy (for chemicals and hazardous wastes)	\$ 2,000,000

Supplier shall name Qorvo, its officers, directors, employees, and agents as additional insureds. Qorvo is to be provided with certificates of insurance with respect to the required coverages.

18. **Independent Contractor.** Supplier is acting as an independent contractor in the performance of this Agreement and shall not be considered to be an agent, servant, joint venturer, or partner of Qorvo. Supplier is not authorized to execute any document or enter into any agreement in Qorvo's name or on Qorvo's behalf, or to make any representation or assume any contract or legal obligation on Qorvo's behalf. Supplier shall be solely responsible, at its own expense, for (a) payment of all compensation to its employees and suppliers; (b) withholding and payment of all federal, state, and local taxes, FICA, Medicare, unemployment insurance, and other taxes; and (c) payment of workers' compensation insurance, for all Supplier employees, in accordance with applicable law.
19. **Assignment and Subcontracting.** Supplier shall not assign or transfer any of its rights, or delegate any of its duties or obligations under this Agreement or subcontract any Service(s) to be performed hereunder, or any portion thereof, without the prior written approval of Qorvo. Any attempted assignment or delegation in violation of this paragraph shall be null and void. Supplier will inform Qorvo of any subcontractors or sub-tier suppliers used in the manufacturing process of materials or components supplied to Qorvo. These secondary suppliers are subject to all Qorvo Specifications and requirements listed herein and Supplier shall be liable to Qorvo for such secondary suppliers' non-compliance with Qorvo Specifications and requirements.
20. **Confidentiality.**
 - a. In the course of performance under this Agreement, Supplier may receive confidential information of Qorvo, including, but not limited to know-how, inventions, software programs, applications, documentation, schematics, procedures, knowledge, data, processes, techniques, designs, Specifications, drawings, programs, formulas, test data, financial data, work in progress, and samples ("**Confidential Information**"), whether in oral, written, graphic, or electronic form. Supplier agrees to disclose such information only to its employees or agents on a need-to-know basis, who are bound by written non-disclosure agreements with Supplier, and further agrees: (i) not to disclose any Confidential Information to any third party without the written consent of Qorvo; (ii) not to use any Confidential Information for any purpose inconsistent with this Agreement; and (iii) to otherwise keep confidential all Confidential Information. Without limiting the generality of the foregoing, both Parties agree to keep the existence and terms of this Agreement strictly confidential, unless disclosure is required by law or legal process. Supplier's confidentiality obligations under this Section 21 shall continue for a period of five (5) years after termination of this Agreement. Supplier recognizes that a breach of confidentiality obligations may irreparably injure Qorvo, and monetary damages may not provide an adequate remedy. Qorvo may therefore seek an injunction against disclosure of Confidential Information as well as pursue any other remedies available to it. Upon receipt of written request, Supplier shall (i) return to Qorvo, or at Qorvo's election, destroy, all Qorvo Confidential Information and data, and (ii) permanently erase all Confidential Information and data on Supplier's network and (iii) provide to Qorvo a certificate of destruction/erasure signed by an authorized representative of Supplier and, if applicable, the media destruction company that handled the data erasure. This is in addition to, and not in lieu of, any other confidentiality or similar agreements between the Parties relating to the subject matter of this Agreement, which agreements are incorporated by reference as if fully set forth herein.
 - b. Data Security. The confidentiality of Qorvo's Confidential Information, including, but not limited to, information and data obtained related to Orders with Supplier, is of utmost importance to Qorvo. Therefore, Supplier agrees that it will ensure the security of its communications and data storage functions, including compliance with ISO 27001 (Information Security Management) and ISO 27002 (Information Technology Security). Supplier represents and warrants that during the term of this Agreement, Supplier will maintain and comply with security standards that are designed to protect the integrity, availability, and confidentiality of the Work Product, Supplier technology used to provide the Service(s), and the Qorvo Confidential Information and systems made available by Qorvo to Supplier in connection with this Agreement against (i) unauthorized access to, or destruction, loss, corruption, misuse, or improper alteration of, Confidential Information, and (ii) harm to the integrity, availability, and resilience of Qorvo's systems. Without prejudice to the generality of the foregoing, Supplier shall cause its security standards to provide for: (i) IT

and cyber security measures (including regular password updating, firewalls, and encryption) designed to prevent access to its systems by any unauthorized user and promptly restrict and remove users from having access to its systems; (ii) continuous monitoring of the transport and storage of Qorvo's Confidential Information; (iii) physical security measures and monitoring of premises; (iv) practices to detect, report, and resolve security vulnerabilities and threats as quickly as possible, including without limitation the use of industry best antivirus software designed to prevent the introduction of viruses, malware and other threats to Qorvo's Confidential Information or systems; and (v) a security breach management plan. At Qorvo's request, Supplier will report to Qorvo the nature of its data protection policies and infrastructure and will work with Qorvo to ensure a high level of security against hackers and other possible data breaches.

21. **Waiver.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. No waiver of any provision in this Agreement is effective unless in writing and, in any case, shall not constitute a continuing waiver. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made part of this Agreement by its express terms.

22. **Termination.**

- a. **Termination for Convenience.** Qorvo may terminate this Agreement for convenience, in whole or in part, at any time by written or electronic notice. Upon any such termination, Supplier shall, to the extent specified by Qorvo, stop all work on this Agreement and cause its suppliers or authorized subcontractors to stop work. Charges for any such termination of this Agreement shall be limited to actual, documented, non-recoverable costs incurred by Supplier prior to the date of termination. In no event will Qorvo reimburse Supplier for Product(s), inventory or Service(s) in excess of those required to meet Qorvo's delivery schedule for binding forecasts. Within thirty (30) days from such termination, Supplier may submit to Qorvo its written claim for termination charges, in the form and with the certifications prescribed by Qorvo. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all of Qorvo's liability arising out of such termination. Qorvo shall pay Supplier the amount due for Product(s) and/or Service(s) delivered prior to termination and, without duplication, shall pay the following amounts: (i) the price for all Product(s) and/or Service(s) completed in accordance with this Agreement and not previously paid for; (ii) the cost of custom work in process no more than necessary to meet delivery schedules hereunder; and (iii) the costs of paying claims to Supplier's suppliers for work directly allocable to the Product(s) and/or Service(s) terminated. There shall be no charges for terminating this Agreement with respect to standard products for which there are alternate customers. Qorvo shall not be responsible for any commitments made by Supplier in advance of those necessary to comply with the delivery schedules set forth in this Order. Payments made under this subparagraph shall not exceed the aggregate price specified in this Order, less payments otherwise made or to be made.
- b. **Termination for Default.** Qorvo may, by written or electronic notice, terminate this Agreement, in whole or in part, if Supplier: (i) fails to make delivery of the Product(s) or perform the Service(s) within the time specified on this Order or as approved by Qorvo; (ii) upon Qorvo's inspection and/or acceptance procedures, is revealed to have an apparent inability to deliver conforming Product(s) and/or Service(s) strictly in accordance with this Agreement; (iii) fails to replace or correct defective Product(s) and/or Service(s) in accordance with the "Warranty" and "Inspection" sections hereof; (iv) fails to perform any of the other provisions of this Agreement; (v) fails to make progress so as to endanger performance in accordance with the terms of this Order; or (vi) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors.
- c. **Termination Effect.** In the event of any termination, Supplier shall transfer title of and deliver to Qorvo, as directed by Qorvo: (i) any completed Product(s); and (ii) any partially completed Product(s), materials, parts, tools, dies, jigs, fixtures, plans, drawings, information ("**Manufacturing Materials**"), produced or acquired, in connection with the performance of this Agreement. Prices for partially completed Product(s) and Manufacturing Materials shall be negotiated; however, such prices shall not exceed prices set forth in this Order.

23. **Ethics and Compliance.**

- a. Qorvo requires that Supplier comply with the Qorvo Business Conduct Requirements for Suppliers, Contractors and Consultants available at <http://www.qorvo.com/support/supplier-resources> and the Responsible Business Alliance (RBA) Code of Conduct available at <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Any violation of these requirements is a material breach of this Agreement. Supplier agrees to indemnify and hold Qorvo harmless from and against any cost, damage, claims, or other loss that may result from Supplier's or Supplier's Supply Chain's (as defined below) noncompliance with this Section 23.
- b. If a chemical, material, or component either touches Supplier's products or materials during their manufacture or remains on the finished Product(s) purchased by Qorvo and the Product(s) may touch, alter, or be incorporated into Qorvo's manufactured products or manufacturing processes, Qorvo requires compliance with the following policies and procedures (each available at: <http://www.qorvo.com/support/supplier-resources>):
 - (i) SPE-001275 - Qorvo Banned and Restricted Substances Specification;
 - (ii) LIS-000591 - Qorvo Mfg Banned-Restricted Substance List;
 - (iii) SPE-001202 - Qorvo 3rd Party Test Report Specification for Suppliers; and
 - (iv) SPE-001288 - Qorvo Supplier Expectations for the Responsible Minerals Sourcing.These requirements must be met, and documents submitted to Qorvo prior to Qorvo approving the use of Supplier's chemical, material, or component. Contact Qorvo at: QorvoGreen@Qorvo.com if there are any questions regarding

- Qorvo's product compliance requirements.
- c. If Supplier has credible information that a Product obtained by Supplier has been delivered to Qorvo, or a Product obtained by Supplier for future delivery to Qorvo, may be Counterfeit ("Suspect Counterfeit Product(s)"), then Supplier shall immediately disclose such credible information in writing to Qorvo. If Qorvo has credible information that any Product(s) furnished by Supplier may be Suspect Counterfeit Product(s), Qorvo shall notify Supplier of such credible information in writing. In either event, Supplier shall cooperate with Qorvo in the investigation of the Suspect Counterfeit Product(s) and within five (5) days after such notification, Supplier shall provide Qorvo (i) accurate and complete records regarding the sources and history of production and distribution of the Suspect Counterfeit Product(s), and (ii) with a corrective action plan to preclude delivery of Suspect Counterfeit Product(s) to Qorvo. If any such Suspected Counterfeit Product(s) are determined to be Counterfeit Product(s), the Parties shall work together to determine how the Counterfeit Product(s) are to be dispositioned. Supplier agrees that Qorvo shall have no obligation to pay for any Counterfeit Product(s), nor for any expenses incurred in connection with the obligations of this Section. Supplier further agrees that it shall indemnify, defend, and hold harmless Qorvo from and against any claims, actions, proceedings, judgments, penalties, fines, costs and/or other losses arising out of or in connection with any Suspect Counterfeit Product(s) or Counterfeit Product(s) furnished by Supplier.
 - d. Supplier, on behalf of itself and its suppliers and subcontractors (collectively, its "**Supply Chain**"), represents and warrants that (i) its performance under this Agreement shall at all times comply with and (ii) all Product(s) shall be produced, manufactured, assembled, packaged, labeled, and supplied, and all Service(s) shall be rendered in compliance with, all applicable United States and foreign laws, statutes, rules, and regulations that are in effect from time to time, and including all applicable policies, orders, decrees, and interpretations issued by any governmental agency or body with authority to oversee or enforce such laws, statutes, rules, and regulations. Such laws include, but are not limited to: (i) all United States laws that 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; (ii) Section 889 (a)(1)(A) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (iii) all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, as amended (FCPA), the principles of the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention"); and (iv) all laws related to environmental matters, including restrictions of certain hazardous substances (RoHS) and the Waste Electrical and Electronic Equipment (WEEE) Directives.
 - e. Qorvo requires that Supplier comply with the Qorvo Environmental Expectations for Suppliers and Service Providers (SPE-002590) available at <http://www.qorvo.com/support/supplier-resources>.
24. **Supplier Business Reviews** Qorvo reserves the right to hold supplier business reviews (**SBR**) meetings up to once per quarter. Qorvo shall rate and provide feedback to Supplier regarding their performance as it relates to the categories of price competitiveness, supply chain execution, supplier quality, and technology on its standard supplier scorecard template. Supplier agrees to review the scorecard(s) and work on any continuous improvement action items in accordance with the scorecard.
25. **Defend Trade Secrets Act.** Notwithstanding any other provisions of this Agreement, and in accordance with the Defend Trade Secrets Act of 2016, the Parties have the right to disclose in confidence trade secrets to: Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
26. **Applicable Law.**
- a. Except as indicated in 27.b herein, this Agreement shall be governed by and construed according to the laws of the State of Delaware, U.S.A. without regard to laws concerning conflicts of laws. The Parties each submit themselves to the exclusive jurisdiction and venue of the State or Federal courts in Wilmington, Delaware, U.S.A. for the purpose of any action in connection with this Agreement. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 - b. In the event the Qorvo Entity issuing this Order is Qorvo International, Pte. Ltd, this Agreement is made in, governed by and shall be construed in accordance with the laws of the Republic of Singapore without regard to conflicts of laws principles. If the Product(s) and/or Services purchased hereunder are purchased by a Qorvo Entity 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. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"), which rules are deemed to be incorporated by reference in this clause. The seat and venue of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator to be appointed by the chairman of the SIAC, upon the recommendation of Qorvo. The language of the arbitration shall be English.
27. **Limitation on Qorvo's Liability; Statute of Limitations.** Under no circumstances shall Qorvo be liable to Supplier for

any consequential, incidental, indirect, or special damages (including without limitation damages for anticipated or projected profits, costs of preparing claims, costs of tooling or equipment, sales or agents' commissions, or attorney's fees) arising from or in any way related to this Agreement. Qorvo's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to the Product(s) or Service(s) or unit thereof, which gives rise to the claim. Any action resulting from any breach on the part of Qorvo as to the Product(s) or Service(s) delivered hereunder must be commenced within one (1) year after the cause of action has occurred.

28. **Equal Opportunity for Vietnam Era Veteran's Readjustment Assistance Act (VEVRAA) Protected Veterans and for Workers with Disabilities.** Supplier shall abide by the requirements of the clauses at 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated by reference, if the Purchase Order exceeds the thresholds at FAR 22.1303(a) and FAR 22.1408(a), respectively. These regulations prohibit discrimination against qualified protected veterans or qualified individuals on the basis of disability; and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans, and qualified individuals with disabilities.
29. **Force Majeure.** Qorvo may delay delivery or acceptance of Product(s) and/or Service(s) covered by this Agreement due to causes beyond its control. Supplier shall hold Product(s) and delay performance of Service(s) at the direction of Qorvo and shall deliver the Products and/or resume Services when the cause affecting the delay has been removed. Qorvo shall be responsible only for Supplier's direct additional costs in holding the Product(s) or delaying performance of Service(s) under this Agreement at Qorvo's request. In the event of an actual or potential delay or failure of performance arising due to causes outside Supplier's reasonable control and without its fault or negligence, including but not limited to, acts of God, war, acts of any government authority, fire, floods, terrorist activity, explosions, epidemics, pandemics, diseases, and/or public health emergencies, or other similar events (a "**Force Majeure Event**"), Supplier shall immediately give notice thereof to Qorvo, in accordance with the requirements set forth in Section 7(b), and including a detailed plan of remediation and restoration of supply which shall include Supplier's priority allocation of all available resources to the fulfillment of Supplier's obligations under this Agreement. In the event of any of the foregoing, Qorvo shall have the option of, in addition to the remedies in Section 7(c) for late delivery, either (a) extending the time for performance; or (b) terminating the uncompleted portion of this Agreement at no cost to Qorvo. Qorvo, at its sole discretion, may refuse Product(s) and/or Service(s) if it determines the Product(s) and/or Service(s) have or will be negatively impacted by the Force Majeure Event.
30. **Survival of Obligations.** Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to representations, warranties, and indemnification rights, shall survive the expiration or termination of this Agreement.
31. **Technical Representatives.** The issuance of advice, approvals, or instructions by Qorvo's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Qorvo's or Supplier's rights and obligations hereunder. Supplier shall not make any changes or amendments to this Agreement except through Qorvo's purchasing department and pursuant to the issuance of a revised Order.
32. **Notice.** All notices to be given or served hereunder shall be in writing either in person, by U.S. Mail postage prepaid, return receipt requested, by electronic mail to the attention of Contracts.Dept@qorvo.com, or by recognized overnight air courier service. All such notices shall be effective upon receipt and addressed to the Parties at their respective addresses appearing on this Order, and in the case of Qorvo, to the attention of the Contracts Department, or such other addresses the Parties may advise from time to time in writing.