

Qorvo OEM Software License Agreement

This Qorvo OEM Software License agreement, including the Order Form (defined below) which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between Qorvo US, Inc, on behalf of itself and its subsidiaries and affiliates (“**Qorvo**”) and the person or entity identified on the Order Form as the licensee of the Software (the “**OEM**”).

QORVO PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT OEM ACCEPTS AND COMPLIES WITH THEM. BY DOWNLOADING THE SOFTWARE, RETAINING THE SOFTWARE AFTER RECEIPT IF THE SOFTWARE WAS SENT OR UPLOADED TO YOU, OR BY CLICKING ACCEPT OR AGREE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT OEM IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF OEM AND BIND OEM TO ITS TERMS. IF OEM DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, QORVO WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO OEM AND YOU MUST NOT DOWNLOAD THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR OEM'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT OEM DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF QORVO'S SOFTWARE.

1. DEFINITIONS.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise.

“**Affiliate**” of a party means any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party. For purposes of this definition, the term “control” means the power (or, as applicable, the possession or exercise of the power) to direct, or cause the direction of, the management, governance, or policies of a given entity, directly or indirectly, through any applicable means (whether through the legal, beneficial, or equitable ownership, of more than fifty percent (50%) of the aggregate of all voting or equity interests or securities of such entity, through partnership, or through some other form of ownership interest, by contract, or other applicable legal document, or otherwise).

“**End-User**” means a Person that purchases, licenses, or uses an Integrated Product for its own use and not for transfer or resale of any kind.

“**EULA**” means a license agreement approved by Qorvo setting forth the terms and conditions of an End-User's permitted use of the Software incorporated in or integrated with an Integrated Product.

“**Integrated Products**” means products made by or on behalf of OEM that incorporate or include the Software and one or more Qorvo ICs (as defined below) and OEM Components, solely to the extent such products are designed to operate in the operating environment described in the Specifications and, if so specified, in the Order Form.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees

and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release, or other adaptation or modification of the Software or other Qorvo Materials, that Qorvo may provide to OEM from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the interface, functionality, compatibility, capabilities, performance, efficiency, structure, or quality of the Software.

“OEM Components” means any and all components of the Integrated Products other than the Software.

“Open Source Component” means any software component that is provided under this Agreement as part of the Software that is subject to any open source license agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

“Order Form” means an applicable written ordering document accepted by OEM and Qorvo that lists each Software product and the format that each Software product is to be provided (object code, source code) by Qorvo pursuant to this Agreement.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Qorvo IC” means an integrated circuit produced by Qorvo that includes one or more wireless communication technologies including, but not limited to, ultra-wideband, Bluetooth, and Zigbee technologies, and sold to OEM under a separate purchase agreement.

“Qorvo Materials” means any and all of the Software, Specifications, and other technologies, information, and materials provided by Qorvo to OEM to enable OEM to develop, make or have made, market, distribute, license, or provide maintenance, support, or other services for Integrated Products.

“Representatives” means, with respect to a party, that party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

“Software” means a software product provided by Qorvo or one or more of its Affiliates, including all Maintenance Releases and all related Specifications, as specified in one or more Order Forms. Software may be provided in object code or Source Code form, as specified on the applicable Order Form.

“Source Code” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with any and all related compile or command files, build scripts, or other scripts relating to the creation of the object code of the Software.

“Specifications” means the technical specifications for the Software provided by Qorvo to OEM, which describes the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the Software, as the same may be modified from time to time by Qorvo.

“Third-Party Materials” means, other than the Integrated Products and OEM Components, all materials and information in any form or medium, including any Open Source Components or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Software, that are not proprietary to Qorvo.

2. SUPPLY OF SOFTWARE.

2.1. Delivery of Software. Qorvo shall provide to OEM the Software and Specifications promptly following the Effective Date. The parties agree and acknowledge that the Software may be provided to OEM either directly, or through the use of a software distribution site, including, without limitation, github and gitlab.

- 2.2. Integration of Software.** Subject to the terms and conditions of Section 8, within a reasonable time after the Effective Date, Qorvo shall provide to OEM the Qorvo Materials so that OEM may, at its sole cost and expense, exercise its rights under this Agreement with respect to the Qorvo Materials, including the Software. OEM shall provide all cooperation and assistance as Qorvo may reasonably request to enable Qorvo to exercise its rights and perform its obligations under and in connection with this Agreement.
- 2.3. Right to Change Software.** Qorvo has the right at any time, in its sole discretion, to modify or make changes to the Software or Specifications. In the event of any such changes, Qorvo may, in its sole discretion, provide OEM with access to the revised Software and Specifications. Qorvo may, but is under no obligation to, notify OEM of such changes and modifications, however OEM shall be solely responsible for requesting copies of any modifications or changes made by Qorvo to the Software or Specifications, including, without limitation, reviewing Qorvo's online software distribution site.
- 2.4. Evaluation Licenses.** If any Qorvo Materials are provided to OEM on an evaluation basis (as agreed upon in writing between the parties), notwithstanding anything in this Agreement: (a) such Qorvo Materials are provided "AS IS" and Qorvo hereby disclaims all warranties, whether express, implied, statutory, or otherwise; (b) Qorvo specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice; (c) Qorvo makes no warranty of any kind that the Qorvo Materials, or any products or results of the use thereof, will meet OEM's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. Without limiting the foregoing, Sections 11.1 and 13.5 of this Agreement shall not apply to Qorvo Materials provided on an evaluation basis, and in no event will Qorvo have any liability or obligation for any actions or losses that arise out of or result from the use of Qorvo Materials provided on an evaluation basis. OEM may not use any Qorvo Materials provided on an evaluation basis in any revenue-generating OEM Components. Notwithstanding anything to the contrary in this Agreement, Qorvo may, but is not obligated to, provide support, maintenance, upgrades, modifications, or new releases of the Qorvo Materials provided on an evaluation basis.

3. LICENSE GRANTS AND DISTRIBUTION RIGHTS.

- 3.1. Software License.** Subject to and conditioned on OEM's compliance with the terms and conditions of this Agreement, Qorvo hereby grants OEM a limited, worldwide, fully paid-up, royalty-free, non-exclusive, non-transferable, and non-sublicensable (except to End-Users) license during the Term to: (a) if Source Code is provided pursuant to the applicable Order Form, modify the Software provided by Qorvo as Source Code solely as necessary to develop and manufacture the Integrated Products; (b) compile the Source code into object code form and otherwise reproduce the Software in object code form only (except for Open Source Components, which may be copied in Source Code form as and to the extent permitted by the open source license agreements governing such Open Source Components), for purposes of developing and manufacturing Integrated Products that incorporate the Software; (c) demonstrate, market, and distribute the Software solely in object code form as so incorporated in the Integrated Products and solely to End-Users for such End-Users' own use under the EULA; and (d) use the Software and Qorvo Materials internally for the testing, servicing, and supporting the Integrated Products, and reproduce the Software in the quantities and to the extent necessary for these purposes (each of the foregoing items, (a) through (d), a "**Permitted Purpose**"). OEM shall be solely responsible for configuring, assembling, manufacturing, marketing, packaging, and shipping all Integrated Products.
- 3.2. Open Source Components.** The Software may include Open Source Components. Any use of Open Source Components by OEM is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s).
- 3.3. No Implied Rights.** The Qorvo Materials are provided to OEM solely for the Permitted Purpose under the express terms of the licenses granted in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication,

waiver, estoppel, or otherwise, to OEM or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or other Qorvo Materials. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license: (a) in the case of OEM, under this Agreement; and (b) in the case of End-Users, under the EULA. Nothing in this Agreement grants or conveys, or permits OEM to grant or convey, any ownership right in any of the Qorvo Materials or Third-Party Materials, or any article or copy thereof or Intellectual Property Rights therein.

4. **RESTRICTIONS.** OEM shall not, and shall not permit any other Person to, access, use, or perform any other act on or relating to any Qorvo Materials except as expressly permitted by this Agreement and, in the case of any licensed Third-Party Materials, the applicable third-party license agreement. Without limiting the foregoing, except as otherwise expressly permitted in this Agreement, OEM shall not at any time, directly or indirectly: (a) market, distribute, license, or otherwise make available the Software, in whole or in part, including as a single product, on a stand-alone basis, or in any form other than incorporated in or otherwise as an integral part of an Integrated Product; (b) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the Source Code of any part of the Software not otherwise provided to OEM as Source Code, except as, and only to the extent that, these acts are permitted with respect to any Open Source Components under the applicable open source license; (c) make any representations, warranties, guarantees, indemnities, claims, or other commitments: (i) actually, apparently, or impliedly on Qorvo's behalf; or (ii) concerning or relating to the Software that are in addition to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement, the EULA, the Specifications, or any other written documents provided or made available by Qorvo to OEM that concern or relate to that Software; (d) remove, delete, add to, alter, or obscure the Specifications or EULA, or any warranties, disclaimers, copyright, trademark, patent, or other intellectual property, proprietary rights, or other notices, or any marks, symbols, or serial numbers that appear on or in connection with any Software as provided or directed by or on behalf of Qorvo; or (e) under or in connection with any part of this Agreement or its subject matter, perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or violates any applicable Law.
5. **OEM OBLIGATIONS FOR MANUFACTURING, MARKETING AND DISTRIBUTION.** During the Term and any Post-Term Sell-Off Period, OEM shall, in accordance with the terms and conditions of this Agreement and at its own cost: (a) manufacture the Integrated Products and promote, market, sell, and distribute the Integrated Products to End-Users, provided, however, that OEM may only manufacture Integrated Products during a Post-Term Sell-Off Period for the limited purposes set forth in Section 13.5; (b) ensure that End-Users receive, are aware of, and accept the terms and conditions of the EULA before using the Integrated Products and promptly report to Qorvo in writing any actual or suspected EULA non-compliance; and (c) promptly give Qorvo written notice of and investigate and address any notice, complaint, or claim of which OEM becomes aware concerning any data security breach, personal injury, property damage, or other injury alleged to have been caused, in whole or in part, by the Software or the functionality enabled by the Software in any Integrated Product.
6. **SUPPORT AND MAINTENANCE RELEASES.**
 - 6.1. **Customer Support.** Except as expressly provided otherwise in Section 6.2, OEM is solely responsible for providing technical support to End-Users for the Integrated Products, including Software incorporated in or used with the Integrated Products.
 - 6.2. **Qorvo Technical Support.** At OEM's written request, during the Term Qorvo will provide to OEM technical support for the Software. Notwithstanding the foregoing or any other provisions of this Agreement, Qorvo shall have no obligation to provide technical support for: (a) altered or modified Software (other than such altered or modified Software as have been altered or modified by or in accordance with the Specifications or Qorvo's written directions to OEM); (b) Software that are not the then-current release of the Software available from Qorvo; (c) Software problems caused by OEM's or the End-User's negligence, hardware malfunction, or other causes beyond the control of Qorvo; (d) Software installed on or with hardware or in an operating system environment that is not supported by Qorvo; or (e) pre-release or beta Software.

6.3. Maintenance Releases. During the Term, Qorvo will make available to OEM Maintenance Releases to the current version of the Software as and when Qorvo generally releases or makes such Maintenance Release available to Qorvo's other similar OEM customers.

- 7. FEES AND PAYMENTS.** This Section 7 will apply solely to the extent an Order Form specifies any license fees ("**Fees**") associated with the applicable Software. OEM shall pay Qorvo the Fees set forth in an applicable Order Form (if any) in accordance with the applicable Order Form and this Section 7. All Fees and other amounts payable to Qorvo under this Agreement are exclusive of taxes and other similar assessments. Without limiting the foregoing, OEM is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by OEM hereunder, other than taxes imposed on Qorvo's income. Licensee shall pay all Fees due and owing under this Agreement within thirty (30) days after Qorvo's invoice therefor. OEM shall make all payments hereunder in U.S. Dollars to the address or account specified on the Order Form or such other address or account as Qorvo may specify in writing from time to time. If OEM fails to make any payment when due then, in addition to all other remedies that may be available to Qorvo: (a) Qorvo may charge interest on the past due amount at the rate of one and one-half percent (1.5%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) OEM shall reimburse Qorvo for all reasonable costs incurred by Qorvo in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, Qorvo may disable, or withhold, suspend, or revoke its grant of a license of, or performance of services relating to, any Integrated Products until all past due amounts have been paid, without incurring any obligation or liability to OEM or any other person by reason of such notice. All amounts payable to Qorvo under this Agreement shall be paid by OEM to Qorvo in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).
- 8. CONFIDENTIALITY.** From time to time during the Term, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Except for any Open Source Components, the Source Code of the Software is the Confidential Information of Qorvo. Confidential Information does not include information that, at the time of disclosure: (a) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (b) is known to the Receiving Party at the time of disclosure; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records, was or is independently developed by the Receiving Party. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Permitted Purpose or to otherwise exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required: (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable Law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each party's obligations under this Section 8 with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the expiration or termination of this Agreement; provided, however, with respect to any Confidential Information

that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

9. INTELLECTUAL PROPERTY RIGHTS.

- 9.1. Ownership.** All right, title, and interest in and to the Qorvo Materials and Third-Party Materials, including all Intellectual Property Rights therein, are and will remain, respectively, with Qorvo or its applicable Affiliate(s) and the respective rights holders in the Third-Party Materials. OEM has no right or license with respect to any Qorvo Materials or Third-Party Materials except as expressly licensed under Section 3.1 or the applicable third-party license, in each case subject to the requirements and restrictions set forth in this Agreement. All other rights in and to the Qorvo Materials and Third-Party Materials are expressly reserved by Qorvo or its applicable Affiliate(s) and the respective third-party licensor. OEM hereby grants to Qorvo, a perpetual, fully paid-up license to use any Intellectual Property Rights that OEM may acquire in or relating to any of the Qorvo Materials (including any rights in derivative works or patent improvements relating thereto), whether acquired by operation of law, contract, assignment, or otherwise, in any way necessary and useful to improve the Software.
- 9.2. Feedback.** If OEM or any of its employees or contractors sends or transmits any communications or materials to Qorvo by mail, email, telephone, or otherwise, suggesting or recommending changes to the Qorvo Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Qorvo is free to use such Feedback. OEM hereby assigns to Qorvo on OEM's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Qorvo is free to use, without any attribution or compensation to OEM, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Qorvo is not required to use any Feedback. Notwithstanding the foregoing, Feedback does not include any registered patents of OEM or trade-secrets of OEM, which may be subject to a separate license between the parties.

10. REPRESENTATIONS AND WARRANTIES.

- 10.1. Mutual Representations and Warranties.** Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement; (c) the execution of this Agreement by its Representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- 10.2. DISCLAIMER OF WARRANTIES.** ALL QORVO MATERIALS, AND ANY OTHER INFORMATION OR MATERIALS PROVIDED BY QORVO ARE PROVIDED "AS IS" AND QORVO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND QORVO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, QORVO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR OTHER QORVO MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET OEM'S OR ANY OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, HARDWARE, OR OTHER SYSTEMS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY

MATERIALS IS STRICTLY BETWEEN OEM AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

- 11.1. Qorvo Indemnification.** Qorvo shall indemnify, defend, and hold harmless OEM and OEM's officers, directors, employees, agents, permitted successors, and permitted assigns (each, an "**OEM Indemnitee**") from and against any and all Losses incurred by the OEM Indemnitee arising out of or relating to any Action by a third party (other than an Affiliate of an OEM Indemnitee) to the extent that such Losses arise from or relate to any allegation in such Action that the OEM's exercise of its rights under Section 3 in accordance with the Specifications and this Agreement, infringes a third-party's Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any: (a) Open Source Component or other Third-Party Materials; (b) incorporation by any Qorvo Materials of or into, or any combination, operation, or use of any Qorvo Materials in or with any technology (including any software, hardware, firmware, system, or network), material, or service (other than Integrated Products or OEM Components) not provided by Qorvo or Qorvo or otherwise specified for OEM's use in the Specifications; (c) modification of any Qorvo Materials other than by Qorvo; (d) failure to timely implement any Maintenance Release or modification, update, or replacement of the Software or any other Qorvo Materials made available to OEM by Qorvo; (e) use of any Qorvo Materials after Qorvo's notice to OEM of such activity's alleged or actual infringement, misappropriation, or other violation of a third party's rights; (f) use of any Qorvo Materials by or on behalf of OEM in excess of the Permitted Purposes and the manner of use authorized by this Agreement or in any manner contrary to Qorvo's instructions; or (g) act, omission, or other subject matter described in Section 11.2, whether or not the same results in any Action against or Loss by any Qorvo Indemnitee.
- 11.2. OEM Indemnification.** OEM shall indemnify, defend, and hold harmless Qorvo and its Affiliates (including Qorvo), and each of its and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "**Qorvo Indemnitee**") from and against any and all Losses incurred by the Qorvo Indemnitee in connection with any Action by a third party (other than an Affiliate of a Qorvo Indemnitee) to the extent such Losses arise from any allegation in such Action of or relating to: (a) any Integrated Products or OEM Components, provided, however, that, where such Integrated Products or OEM Components incorporate or are combined with any Qorvo Materials, such Losses do not arise solely out of or relate solely to the Qorvo Materials; (b) any facts that, if true, would constitute OEM's material breach of any of its representations, warranties, covenants, or obligations under this Agreement; (c) any other act, omission, or other subject matter described in subclause (b) through subclause (f) of Section 11.1; or (d) OEM's negligence or more culpable act or omission.
- 11.3. Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 11.4. Mitigation.** If the Software is, or in Qorvo's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if OEM's use of the Software is enjoined or threatened to be enjoined, Qorvo shall, at its option and sole cost and expense: (a) obtain the right for OEM to continue to reproduce and use the affected Software for the purposes of producing and marketing, distributing, and selling the Integrated Products materially as contemplated by this Agreement; (b) modify or replace the affected Software, in whole or in part, to seek to make the Software (as so modified or replaced) non-infringing while providing

materially equivalent features and functionality, in which case such modifications or replacements will constitute Software under this Agreement; or (c) by written notice to OEM, terminate the licenses granted to OEM under this Agreement with respect to all or part of the Software, and require OEM to immediately cease all reproduction and use of the Software and all marketing, distributing, licensing, and sale of the Integrated Product incorporating the Software, or any specified part or feature thereof and to the extent possible, disable any such Software incorporated into Integrated Products already distributed to End-Users.

- 11.5. SOLE REMEDIES.** THIS SECTION 11 SETS FORTH OEM'S SOLE REMEDIES AND QORVO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR ANY OTHER QORVO MATERIALS INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

12. LIMITATIONS OF LIABILITY.

- 12.1. EXCLUSION OF DAMAGES.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY OR ANY OF QORVO'S LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR (B) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES, OR SUCH LOSSES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (C) ACTIONS OR LOSSES ARISING OUT OF OR RELATING TO ANY: (I) OPEN SOURCE COMPONENT OR OTHER THIRD-PARTY MATERIALS; (II) INCORPORATION BY ANY QORVO MATERIALS OF OR INTO, OR ANY COMBINATION, OPERATION, OR USE OF ANY QORVO MATERIALS IN OR WITH ANY TECHNOLOGY (INCLUDING ANY SOFTWARE, HARDWARE, FIRMWARE, SYSTEM, OR NETWORK), MATERIAL, OR SERVICE (OTHER THAN INTEGRATED PRODUCTS OR OEM COMPONENTS) NOT PROVIDED BY QORVO OR QORVO OR OTHERWISE SPECIFIED FOR OEM'S USE IN THE SPECIFICATIONS; (III) MODIFICATION OF ANY QORVO MATERIALS OTHER THAN BY QORVO; (IV) FAILURE TO TIMELY IMPLEMENT ANY MAINTENANCE RELEASE OR MODIFICATION, UPDATE, OR REPLACEMENT OF THE SOFTWARE OR ANY OTHER QORVO MATERIALS MADE AVAILABLE TO OEM BY QORVO; (V) USE OF ANY QORVO MATERIALS AFTER QORVO'S NOTICE TO OEM OF SUCH ACTIVITY'S ALLEGED OR ACTUAL INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF A THIRD PARTY'S RIGHTS; (VI) USE OF ANY QORVO MATERIALS BY OR ON BEHALF OF OEM IN EXCESS OF THE PERMITTED PURPOSES AND THE MANNER OF USE AUTHORIZED BY THIS AGREEMENT OR IN ANY MANNER CONTRARY TO QORVO'S INSTRUCTIONS; OR (VII) ACT, OMISSION, OR OTHER SUBJECT MATTER DESCRIBED IN SECTION 11.2.

- 12.2. CAP ON MONETARY LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY AND QORVO'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SOFTWARE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$1000, WHICHEVER IS GREATER. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13. TERM AND TERMINATION.

- 13.1. Term.** The term of this Agreement commences as of the Effective Date and, unless mutually agreed upon by the parties or terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until one (1) year after the last purchase order issued by OEM to Qorvo for Qorvo ICs (the "**Term**").
- 13.2. Termination.** In addition to any other express termination right set forth elsewhere in this Agreement, during the Term and any Post-Term Sell-Off Period: (a) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and (b) either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding the foregoing, this Agreement will automatically and immediately terminate upon any termination of the purchase agreement between OEM and Qorvo for the purchase of Qorvo ICs for cause.
- 13.3. Right to Suspend or Terminate License and Disable Reproduction.** In addition to the any other termination rights set forth in this Agreement, Qorvo may, on fifteen (15) days' prior written notice to OEM at any time, in its sole discretion and without any obligation or liability to OEM, discontinue, as applicable, Qorvo's licensing, maintenance, or support of the Software to OEM if for any reason Qorvo temporarily or permanently discontinues the licensing, maintenance, or support of such Software entirely or generally with respect to distribution to original equipment manufacturers.
- 13.4. Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement: (a) all direct EULA licenses and OEM sub-licenses granted to then-existing End-Users under this Agreement shall survive in accordance with their terms; (b) OEM shall have the right to retain and use one copy each of the Software and Specifications solely to perform its support obligations to then-existing End-Users under Section 6.1; and (c) subject only to OEM's sell-off rights under Section 13.5 and OEM's rights under Section 13.4(b): (i) all licenses granted to OEM hereunder will also expire or terminate; and (ii) OEM shall cease all use of Software and other Qorvo Materials, including in any production, marketing, distribution, licensing, sale, maintenance, support, or use of the Integrated Products.
- 13.5. Post-Term Sell-Off Period.** Solely if this Agreement has expired, was terminated by Qorvo under Section 13.3, or OEM has terminated this Agreement pursuant to Section 13.2(a), OEM may, subject to and in accordance with the terms and conditions of this Agreement, market and sell off such remaining inventory of Integrated Products and make and sell off any such contractually committed Integrated Products for a period of six (6) months following the effective date of such expiration or termination of this Agreement, or such longer period of time as may be mutually agreed upon in writing by the parties after good faith negotiation (the "**Post-Term Sell-Off Period**").
- 13.6. Surviving Terms.** The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section 13.6, Section 4, Section 6.1, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13.4, Section 13.5, and Section 14.

14. MISCELLANEOUS.

- 14.1. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship

between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- 14.2. Public Announcements.** Qorvo shall have the right to issue or release an announcement, statement, press release, or other publicity or marketing materials relating to this Agreement (each, a “**Public Announcement**”), provided, however, that OEM shall have a reasonable opportunity to review and object to such a Public Announcement. Further, Qorvo may include OEM’s name and/or other indicia in its lists of Qorvo’s current or former authorized OEM distributors in promotional and marketing materials.
- 14.3. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 14.3).
- 14.4. Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections mean the sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- 14.5. Export Regulations.** The Software may be subject to US export control Laws, including the US Export Administration Act and its associated regulations. OEM shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by Law. Licensee shall comply with all applicable federal Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.
- 14.6. Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 14.7. Entire Agreement.** This Agreement, together with the Order Form, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement; and (b) second, any other documents incorporated herein by reference. Notwithstanding the foregoing, the terms in this Agreement prevail over any additional or differing terms and conditions provided by OEM with respect of the subject matter of this Agreement (“**OEM Terms**”), regardless of whether OEM has submitted such terms in the Order Form or elsewhere. Qorvo’s performance under this Agreement does not constitute acceptance of any of the OEM Terms and the OEM Terms do not serve to

modify or amend this Agreement. All OEM Terms will be of no force or effect and are rejected by Qorvo in their entirety.

- 14.8. Assignment.** OEM shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Qorvo's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving OEM (regardless of whether OEM is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Qorvo's prior written consent is required. No delegation or other transfer will relieve OEM of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 14.9. Force Majeure.** In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"). In the event of any failure or delay caused by a Force Majeure Event, the affected party will give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- 14.10. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- 14.11. Amendment and Modification; Waiver.** No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized Representative of each party. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 14.12. Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 14.13. Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal Action arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in Wilmington and New Castle County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Action. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any Action brought in any such court.

- 14.14. Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 8 or, in the case of OEM, OEM's obligations under Section 4, Section 5, or Section 9, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 14.15. Attorneys' Fees.** In the event that any Action is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.