

Appendix A – Service

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These supplemental Service Terms and Conditions (“**Service Terms and Conditions**”) shall apply to the purchase of Service(s). Where there is a conflict between the Standard+ Terms and Conditions and these Service Terms and Conditions, these Service Terms and Conditions shall govern. Capitalized terms not otherwise defined herein shall have the same meaning as in the Standard+ Terms and Conditions.

1. **Scope of Service(s).** The mutually agreed scope of Service(s) (including any Specifications) under this Agreement (“**Scope of Service(s)**”) shall be referenced on the face of this Order.
2. **Ownership and License.**
 - a. **Intellectual Property Rights.** “**Intellectual Property Rights**” means any and all proprietary rights of any kind, tangible, or intangible, now known or hereafter existing, including without limitation copyrights, neighboring rights, and moral rights; trade secret; trademark; and patent and other industrial property rights, all registrations, and applications thereof now or hereafter in force throughout the world.
 - b. **Supplier Background Intellectual Property Rights.** “**Supplier Background Intellectual Property Rights**” means Supplier Intellectual Property Rights owned prior to or outside this Agreement and specifically designated in this Order. Supplier hereby grants Qorvo a perpetual, royalty-free, irrevocable, non-exclusive, assignable, and sublicensable worldwide right to use, copy, import, export, modify, and make derivatives of such Supplier Background Intellectual Property as necessary for Qorvo to fully exploit its rights in the Work Product.
 - c. **Work Product.** Supplier acknowledges that all Service(s) performed by Supplier under this Agreement are performed at the direction of and specifically for the use of Qorvo, and further agrees that except as otherwise stated in this Order, Qorvo will own and Supplier hereby assigns, transfers and conveys to Qorvo all right, title and interest, including without limitation all Intellectual Property Rights, in and to any and all deliverables, ideas, and work product, tangible or intangible, created or produced by Supplier or used by Supplier in performing such Service(s) (“**Work Product**”). Supplier agrees not to assert any rights inconsistent with Qorvo’s ownership of the Work Product. Supplier agrees without further consideration to execute any and all document reasonably requested by Qorvo to further evidence or attest to the vesting of such rights in Qorvo.
 - d. **Work Made For Hire.** The Parties acknowledge and agree that all original works of authorship developed, made, or created by Supplier under this Agreement, which are protectable by copyright, are “works made for hire” as defined in the United States Copyright Act (17 U.S.C. Section 101) and/or applicable law. Such original works of authorship may consist of computer

本补充服务条款和条件 (“**服务条款和条件**”) 应适用于服务的购买。如果标准+条款和条件与本服务条款和条件存在冲突之处，则以本服务条款和条件为准。本附件中未另行定义的专门术语应具有标准+条款和条件中相同的含义。

1. **服务范围。** 本协议项下双方共同约定的服务范围（包括任何规格） (“**服务范围**”) 应在本订单中提及。
2. **权属及许可。**
 - a. **知识产权。** “**知识产权**”指目前或今后在世界范围内有效的任何种类的有形或无形的（无论是否存在或于将来存在的）专有权利，包括但不限于版权、邻接权和著作人身权；商业秘密；商标；专利及其他工业产权，以及所有权利注册及其申请。
 - b. **供应商背景知识产权。** “**供应商背景知识产权**”指在本协议签订之前或之外拥有的，在本订单中特别指定的供应商知识产权。供应商特此授予 Qorvo 一项永久的、免许可使用费、不可撤销、非独占，可转让和可再授权的、全球范围内的权利，允许 Qorvo 使用、复制、进口、出口、修改供应商背景知识产权，并开发衍生品，以充分利用其于工作成果之上的权利。
 - c. **工作成果。** 供应商确认，供应商在本协议项下开展的所有服务均为根据 Qorvo 的指示且专为供 Qorvo 使用之目的而开展，并且进一步同意，除非本订单另行规定，Qorvo 将拥有且供应商特此向 Qorvo 转让、出让和让与供应商在履行该等服务过程中创造或制作的或使用的任何有形和无形的交付物、理念和工作成果 (“**工作成果**”) 相关的所有权利、权属和权益，包括但不限于所有知识产权。供应商同意不主张与 Qorvo 对工作成果的所有权存在冲突的任何权利。供应商同意签署 Qorvo 合理要求的所有文件，以进一步证明或证实将该等权利授予 Qorvo，且不要求其他对价。
 - d. **职务作品。** 双方确认并同意，供应商在本协议项下开发、制作或创造的受版权保护的所有原创作品系《美国版权法》（《美国法典》第 17 编第 101 节）和/或适用法律定义的“职务作品”。该等原创作品可包括计算机程序、系统或用户文档、操作手册、安装、培训和用户指南、包装设计、广告、销售和营销材料和/或其他可获得版权保护

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programs; system or user documentation; operations manuals, installation, training and user's guides; packaging design; advertising, sales and marketing materials and/or other copyrightable materials. Qorvo shall exclusively own all copyrights therein, and Supplier further claims no ownership rights or rights to use such original works of authorship. If any of the above-referenced original works of authorship are determined by a court of competent jurisdiction not to be a "work made for hire" under the United States copyright laws or the applicable law (such a determination being contrary to the express intention of the parties), then this Agreement shall operate as an irrevocable assignment in perpetuity by Supplier to Qorvo of all such copyright rights. Upon the written request of Qorvo, Supplier shall, from time to time, execute any documents that may be necessary in order to affect a complete assignment of all ownership and copyright rights in the original works of authorship. Consistent with Supplier's recognition of Qorvo's complete ownership rights in all original works of authorship, Supplier shall not use the original works of authorship developed or created under this Agreement; nor permit the use, copying or assignment by or to any third party, except as may be expressly authorized by Qorvo, in writing. Supplier shall indemnify Qorvo from all claims, damages, losses, costs, and/or other liabilities (including reasonable attorney's fees), which may arise from the breach of this Section 2d by Supplier.

- e. **Qorvo Marks.** Supplier shall not use any trademark, service mark, trade name, or logo of Qorvo (“**Qorvo Marks**”) in any manner without Qorvo’s prior, specific written approval. Any such use shall be in strict accordance with Qorvo’s instructions, as they may change from time to time in Qorvo’s sole discretion and shall terminate immediately upon written notice from Qorvo. All goodwill resulting from Supplier’s use of Qorvo Marks shall inure to the sole benefit of Qorvo.
 - f. **Injunctive Relief.** Supplier recognizes that a breach of these ownership and license obligations may irreparably injure Qorvo and monetary damages may not provide an adequate remedy. Qorvo may therefore seek an injunction from the breach or threatened breach of the obligations of this Section, as well as pursue any other remedies available to it.
3. **Removal of personnel.** Supplier shall only assign employees to perform Service(s) under this Agreement who are well-trained, qualified, and competent to perform the Service(s). Supplier shall have the sole responsibility in determining which of its employees shall perform the Service(s); provided, however, that Qorvo may, at any time, require removal of Supplier personnel performing the Service(s) for cause, if such personnel: (i) continuously refuses to comply with Qorvo’s instructions; (ii) breaches

的作品。Qorvo 将独家拥有前述原创作品的所有版权，供应商进一步确认其对该等原创作品不拥有任何所有权或使用权。如果有管辖权的法院认定任何上述原创作品不属于《美国版权法》或适用法律项下的“职务作品”（该认定违背双方的明确意图），则本协议应构成供应商向 Qorvo 永久性且不可撤销地转让所有该等版权的文件。经 Qorvo 书面要求，供应商应不时签署任何必要文件以实现原创作品所有权和版权的完全转让。鉴于供应商认可 Qorvo 对所有原创作品拥有完整的所有权，供应商不得使用本协议项下开发或创作的原创作品；亦不得向第三方转让或允许任何第三方使用、复制或转让任何原创作品，但 Qorvo 明确书面授权的范围除外。如果供应商违反本第 2d 条，供应商应赔偿 Qorvo 因此可能产生的所有权利主张、损害、损失、费用和/或其他责任（包括合理的律师费）。

- e. **Qorvo 标识。**未经 Qorvo 事先明确书面批准，供应商不得以任何方式使用 Qorvo 的任何商标、服务标记、商号或标识（“**Qorvo 标识**”）。任何该等使用应严格遵守 Qorvo 的指示，Qorvo 可自行决定不时变更该等指示，且经 Qorvo 书面通知，供应商应立即终止使用。供应商使用 Qorvo 标识所产生的所有商誉均仅归属于 Qorvo。
 - f. **禁令救济。** 供应商认识到违反权属及许可相关的义务可能会对 Qorvo 造成不可挽回的损害，金钱损害赔偿可能无法达成足够的补救措施。因此，Qorvo 可能会因违反或威胁要违反本条的规定而寻求禁制令，并寻求其他可用的救济措施。
3. **人事任免。** 供应商应委派经过良好培训、合格的且能胜任工作的员工提供本协议项下的服务。供应商应全权负责决定提供服务的员工人选。但是，如果供应商的员工 (i) 持续不遵守 Qorvo 的指示；(ii) 违反任何保密义务；(iii) 未遵守适用于 Qorvo 内部员工的书面行为准则；(iv) 违反任何适用法律、规则或法规；或 (v) 根据 Qorvo 的合理判断，该等员工不合

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any obligation of confidentiality; (iii) fails to comply with the written rules of conduct applicable to Qorvo's own personnel; (iv) violates any applicable law, rule, or regulation; or (v) in Qorvo's reasonable judgment is unqualified, unwilling, or unable to perform the Service(s). In addition, Qorvo may require removal without cause, for any reason. In the event of removal for cause, Supplier shall bear the entire cost of replacing and training the replacement. Qorvo shall bear such costs if employee is removed by Qorvo without cause.

4. **Subcontractors.** Supplier shall not assign or subcontract any work under this Agreement to any other person without the prior written consent of Qorvo. If Qorvo authorizes Supplier to subcontract any of the Service(s) under this Agreement, Supplier shall remain responsible for paying all fees and costs associated with the subcontractor's work. Supplier shall obtain the written agreement of each approved subcontractor (the "**Subcontractor Agreement**"): (i) to assume, perform, and be bound by all the terms, conditions, covenants, obligations, and agreements contained in this Agreement; and (ii) naming Qorvo as a third-party beneficiary of this Subcontractor Agreement and granting Qorvo the right to directly bring actions against the approved subcontractor for the purposes of enforcing the terms of the Subcontractor Agreement. The Subcontractor Agreement shall also contain the following:

[subcontractor] understands and agrees that Qorvo is not a party to this agreement and that [subcontractor's] sole recourse for any breach of any covenants, obligations, and agreements by [Supplier] under this agreement shall be against [Supplier], and Qorvo shall incur no liability whatsoever resulting from such breach by a [Supplier].

Notwithstanding any engagement of a subcontractor to perform Service(s) under this Agreement, Supplier shall remain responsible for the performance of this Agreement. Upon request by Qorvo, Supplier shall promptly remove any person providing Service(s) under Supplier's authority and replace the person with another fully qualified and experienced person.

5. **Termination Effect.** Upon termination or expiration of the Service(s) under this Agreement for any reason, or earlier upon demand by Qorvo, Supplier shall promptly deliver and return to Qorvo, all Qorvo property in Supplier's possession or control, including but not limited to all Work Product, and any part thereof, whether or not completed. Prices for partially completed Work Product shall be negotiated; however, such prices shall not exceed the price set forth in this Order.

格、不愿意或不能提供服务，则 Qorvo 可在任何时候要求撤换该等员工。此外，无论出于何种原因，Qorvo 均可无理由要求撤换供应商的员工。如果因故撤换供应商的员工，供应商应承担更换该等员工及培训该等替代员工的全部费用。如果供应商的员工被 Qorvo 无理由撤换，Qorvo 应承担该等费用。

4. **分包商。** 未经 Qorvo 事先书面同意，供应商不得将本协议项下的任何工作转包或分包给任何其他人士。如果 Qorvo 授权供应商分包本协议项下的任何服务，供应商仍应负责支付与分包商承担的工作有关的所有费用和支出。供应商应与各经批准的分包商签订书面协议（“**分包协议**”），各分包商在分包协议中同意（i）承担、履行本协议规定的所有条款、条件、保证、义务和约定，并受其约束；及（ii）指定 Qorvo 为分包协议的第三方受益人并授权 Qorvo 可直接起诉经批准的分包商并强制执行分包协议的条款。分包协议还应包含以下内容：

[分包商]理解并同意，Qorvo 不是本协议的一方，对于[供应商]违反本协议项下的任何承诺、义务或约定，[分包商]应仅向 [供应商]进行追索，Qorvo 不因[供应商]的该等违约行为而承担任何责任。

即使供应商聘用分包商履行本协议项下的服务，供应商仍应对本协议的履行承担责任。经 Qorvo 要求，供应商应立即撤换任何在供应商授权下提供服务的人士，并用另一名具有完全资格和经验的人士替代。

5. **终止效力。** 在本协议项下的服务无论因何种原因终止或期满时，或者经 Qorvo 要求的更早时间，供应商应立即向 Qorvo 交付并返还供应商占有或控制的所有 Qorvo 财产，包括但不限于所有工作成果及其任何部分，无论其是否已完成。部分完成的工作成果的价格可由双方协商确定，但协商的价格不得超过订单中载明的价格。

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6. Miscellaneous Requirements.

- a. Non-Compete. Supplier acknowledges the highly competitive nature of Qorvo's business. In the event Supplier is providing, or is going to provide, services to a third party in the same or similar area or topic as any Qorvo request for Services under this Agreement, Supplier must disclose sufficient detail relating to any projects worked with a third party on relating to the topic, so that Qorvo is able to determine, at its sole option, whether to continue to utilize Supplier's Services in the related area or terminate this Agreement, in whole or in part, with immediate effect.
- b. Non-Solicitation. Unless there is prior written consent from Qorvo, Supplier will not recruit employees of Qorvo that are involved in tasks related to the Services and will not induce these employees to work for them directly. The foregoing shall not restrict such employees from engaging in help wanted advertising or other similar broad-based employment solicitation. This provision shall remain valid for the term of this Agreement and for the following twelve (12) months.
- c. In the event Supplier personnel are provided badged, unescorted access at any of Qorvo's locations for the performance of Service(s) under this Agreement, Supplier and each of its employees and permitted subcontractors shall be required, at Supplier's sole cost and expense, to meet certain qualification guidelines and complete required site training utilizing Qorvo's specified vendor information management service.
- d. The confidentiality restrictions in Section 21a of the Standard+ Terms and Conditions do not limit Supplier's right to file charges with, initiate, or assist, testify, or otherwise participate in any investigation or any judicial or administrative action or proceeding conducted by any federal, state, or local governmental agency, commission or authority that prohibits waiver of such rights, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board.

6. 杂项要求。

- a. 不竞争。 供应商认可 Qorvo 业务的高度竞争性。 如果供应商在与本协议项下的任何 Qorvo 所要求提供的服务相同或相似的领域或主题中向第三方提供或将要提供服务， 则供应商必须披露与第三方合作的任何项目相关的任何主题的足够的详细信息， 以使得 Qorvo 能够自行决定是否立即继续使用相关领域的供应商服务或者全部或部分终止本协议。
- b. 不招揽。 除非事先获得 Qorvo 的书面同意， 供应商将不会招募参与服务相关任务的 Qorvo 员工， 也不会诱使这些员工直接为他们工作。 前述规定不得限制此类员工参与招聘广告或其他类似的基础广泛的招聘活动。 本条款在本协议有效期内及此后的十二（12）个月内有效。
- c. 如果为履行本协议项下的服务， 供应商的员工获得可不经陪同进入 Qorvo 的任何地点的通行证， 供应商及其每名员工和经准许的分包商应满足特定资格要求， 并利用 Qorvo 指定的供应商信息管理服务完成必要的现场培训， 所有费用和支出由供应商承担。
- d. 标准+条款和条件第 20 a 条中的保密限制不得限制供应商的如下权利： 向禁止放弃该等权利的任何联邦、州或地方政府机构、委员会或部门（包括证券交易委员会、公平就业机会委员会、职业安全与健康管理局及国家劳动关系委员会）提出指控、启动或协助或以其他方式参与前述机构或部门发起的任何调查或任何司法或行政诉讼或程序、或在该等调查或司法或行政诉讼或程序中作证。