

## Appendix A - Service

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). Such original works of authorship may consist of computer 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 (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 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.

**Appendix A - Service**

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 Agreement 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.
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.