

Qorvo US, Inc.
Standard Terms and Conditions of Sale

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

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commitments. In no event shall Seller be obligated to compensate Buyer for the re-procurement of products, services or other items from others.

5. **Shipment.** If Buyer's nominated carrier fails to pick up product as scheduled, Seller reserves the right to select another carrier and ship the products to Buyer's address indicated on Buyer's purchase order at Buyer's expense. Seller will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehouses and others for non-delivery, loss, damage or delay. All claims for damage to products or shortage must be made within thirty (30) days of shipment.

6. **Purchase Orders.**

Standard Lead-Time - "Standard Lead-Time" is the period required to manufacture products under normal manufacturing requirements and is measured from acceptance of a purchase order until product delivery. Standard Lead-Times are included as part of a product specific quote and are no less than 13 weeks.

Standard Order - Purchase orders, electronic or otherwise, issued to Seller must be placed with a minimum Standard Lead-Time from the date of issue. Seller will confirm to Buyer in writing by way of an order confirmation the expected factory commit date ("FCD") for each order/line item.

Drop-In Order - Drop-in orders are orders placed with a customer-requested ship date ("CRD") inside the Standard Lead-Time. Drop-in orders, electronic or otherwise, issued to Seller with a CRD inside the Standard Lead-Time are subject to a 15% surcharge. Should Seller confirm and ship product to meet a CRD, a surcharge will be billed for the applicable order/line items. If Seller confirms it can meet a Drop-in order, the order classification will be changed to noncancellable/non re-schedulable.

Early Ship Request - For standard products only, Buyer can indicate on their purchase order, electronic or otherwise, that Seller is authorized to ship product(s) prior to the requested ship date should inventory be available. Should inventory become available to fulfill the order prior to the requested ship date, Seller will ship the product and no surcharges will apply.

7. **Order Changes: Rescheduling, Cancellation and Returns.** Cancellations, rescheduling, expedites, quantity decreases, or push-out requests are subject to surcharges and fees based on the amount of lead-time of the specific request and the FCD for the order as specified in Sections 8, 9, 10, and 11.

8. **Rescheduling, Expedites, and Push Outs.**

Change within Standard Lead-Time. Any request inside of Standard Lead-Time to pull in or push out the CRD from the original FCD is deemed an expedite or push out, respectively, and must be approved in writing by an authorized agent of Seller. If authorization for a new FCD is granted, Buyer shall pay Seller a surcharge of 15% for each order/line item expedited or pushed out. Once an order/line expedite or push out has been accepted and confirmed by Seller, any additional change to those order/line items or other order/line items will be deemed as a new request subject to additional applicable surcharges.

Changes outside of Standard Lead-Time. Buyer may reschedule an order/line item to ship no later than 90 days from the original FCD. Buyer may exercise this option only one time per purchase order free of charge. Additional requests to reschedule an order/line item will be subject to a \$100 change fee and must be rescheduled to ship no later than 90 days from the original FCD.

9. **Cancellation Charges.**

Standard Products - Buyer may cancel orders/line items subject to the following limitations and charges based upon the number of days from the date Seller receives Buyer's written notice of cancellation to the FCD for the cancelled orders/line items:

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- a. Cancellation request greater than Standard Lead-Time – Cancellation at no charge.
- b. Cancellation request greater than 50% of but less than Standard Lead-Time – Cancellation allowed with cancellation penalty of 50% of order/line item price.
- c. Cancellation request less than 50% of Standard Lead-Time– Cancellation penalty of 100% of order/line item price.

Non-Standard /End of Life (EOL) Products - Buyer shall have no right to reschedule the delivery of non-standard products or EOL products. In the event the Buyer attempts to cancel Orders for non-standard products or Orders for standard RF integrated circuit products ordered in nonstandard packaging quantities or EOL products, compensation shall be determined at that time.

- 10. Returns.** Buyer shall not return any products for any reason without the prior authorization of Seller and the issuance by Seller of a Return Material Authorization (RMA). Returns must be shipped using Seller's preferred carrier. The RMA shall specify the RMA number, the terms and conditions upon which returns may be made, and Seller's preferred carrier. The RMA number must be marked on the outer shipping carton packing list, commercial invoice and carrier airway bill when products are returned. Returns made without obtaining prior authorization or without the RMA number properly marked on the outer shipping carton will be returned to sender at Buyer's expense. Products for which the seal of the anti-static shipping bag has been broken may not be returned.
- 11. Returns for Credit.** Seller, at its option, may accept or reject any request by Buyer to return product for credit. If authorization is granted, Buyer shall pay Seller a restocking fee equal to 35% of the purchase price for standard products for each product returned, in addition to charges for unearned discounts, and any other reasonable charges. Buyer shall not return product without first obtaining an RMA number as stated above.
- 12. No Modification or Reverse Engineering.** Buyer agrees that it will not modify, adapt, alter, translate, or create derivative works from any of the products purchased from Seller or derive, attempt to derive or direct others to derive the source code of any software product or the physical structure or technical properties of any other product purchased from Seller by reverse engineering, disassembly, decompilation, or any other means.
- 13. Warranty.** Seller warrants that each product will be free of defects in material and workmanship and conform to Seller's applicable specifications for the period set forth below. Seller's warranty shall be for the following periods from the date of delivery: for (a) unassembled semiconductor devices (die or wafer form) – thirty (30) days; (b) all Buyer designed products (foundry services) – thirty (30) days; and (c) all Seller designed and assembled products – one (1) year. This warranty commences on the date the product is shipped by Seller. Seller warrants repaired product from date of redelivery, for the duration of the original warranty, and further warrants the repaired element within the product for a period of six (6) months from redelivery. Seller's sole liability and responsibility under this warranty is to repair, replace, or issue a credit for the purchase price of any returned product which Seller determines does not conform to the warranty. Product returned to Seller for warranty service will be shipped to Seller at Buyer's expense and will be returned to Buyer at Seller's expense. In no event shall Seller be responsible under this warranty for any defect which is caused by negligence, misuse, or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty for replacement products shall terminate with the warranty of the product. Seller makes NO WARRANTY for products identified as prototypes, engineering samples, test boards, pre-production qualified products, products used as described in Section 20 below, or products not manufactured by Seller. All such unwarranted products are sold to Buyer "AS IS". Seller's warranties as hereinabove set forth shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice or service in connection with Buyer's order of the products furnished hereunder.
- 14. Warranty Disclaimer. SELLER'S EXPRESS WARRANTY TO BUYER CONSTITUTES SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

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15. Defense of Infringement Claims. If a third party files a claim or brings an action against Buyer alleging that a product, as delivered by Seller to Buyer, infringes a United States Patent, United States copyright, United States trademark or other United States intellectual property right, and if Seller is promptly advised of any such claim or action by Buyer, then Seller shall assume and have sole control of the defense of any such action or claim at its own expense, including the sole power and authority to negotiate any settlement or compromise and shall be responsible for any judgment or award issued in such action based on such infringement. If at any time use of the product is enjoined or is discontinued because of such action, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the product, replace, or modify the product so that it becomes non-infringing or grant Buyer a credit for the purchase price of the product and accept its return. Seller shall not have any liability or obligation under this Section if the infringement of a third party right is based in any way upon (i) the use of products in combination with other components, equipment or software not furnished by Seller; (ii) use of a product in practicing any process; (iii) any product which has been modified or altered; (iv) the manner in which the product is used even if Seller has been advised of such use; or (v) Seller's compliance with Buyer's designs, specification or instructions. In no event shall Seller's total liability to Buyer under this Section exceed the aggregate sum paid to Seller by Buyer for the infringing products. If any suit or proceeding is brought against Seller based on a claim that the products manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any third party intellectual property, then the patent indemnity obligations herein stated with respect to Seller shall reciprocally apply with respect to Buyer. The foregoing states the sole and exclusive liability of the parties hereto for patent infringement and is in lieu of all warranties, express, implied, or statutory, in regard thereto. No license or right is granted by Seller to the Buyer under any patent, patent application, trademark, copyright, software, or trade secret. Any such grant shall be made in a separate written agreement.

16. Substitutions and Modifications of Specifications; General Product Change and Obsolescence/End of Life Notifications. Seller reserves the right to make substitutions and modifications in the specifications of any of the products or parts thereof designed by Seller provided such substitutions or modifications will not materially affect the performance of such products. All general product change notifications that may impact form, fit, function or reliability and obsolescence/end of life notifications for Seller's standard product offerings may be viewed through our on-line PCN Alert System. It is Buyer's responsibility to use Seller's on-line system at <https://pcnalert.qorvo.com/Account/Register> in order to receive, via email, PCN notifications and be able to view all posted PCN's. Buyer shall be deemed to have received notice of the PCNs when they are posted on PCN Alert. Any questions regarding PCN Alert should be sent via email to PCNresponse@qorvo.com.

17. Assignment. Neither this Agreement nor any purchase order issued and accepted under this Agreement is assignable by Buyer without the prior written consent of Seller and any attempt to assign any rights, duties or obligations arising hereunder shall be void.

18. Force Majeure. Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Seller's control, including, without limitation, acts of nature, acts of terrorism, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Seller's vendor, or acts or omissions of Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for period in excess of one-hundred-twenty (120) days, Seller or Buyer shall have the right by written notice to the other to cancel the order for the products subject to the delayed delivery without further liability of any kind.

19. Limitation of Liability.

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY SELLER, SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS OR ANY OTHER THIRD PARTY, IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, FOR ANY LIABILITY, LOSS, DAMAGE,

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COST, OR EXPENSE ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RELATED TO THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS) OR PUNITIVE DAMAGES DUE TO ANY CAUSE WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS CONTRACT FAIL THEIR ESSENTIAL PURPOSE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED.

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

- 20. Use in Safety and Life Support Applications.** PRODUCTS SOLD BY SELLER TO BUYER HEREUNDER ARE NOT DESIGNED OR INTENDED FOR USE IN APPLICATIONS WHERE FAILURE CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY OR DEATH (INCLUDING, WITHOUT LIMITATION, FOR, NUCLEAR OR SAFETY EQUIPMENT, FOR SURGICAL IMPLANT, FOR RESCUE OF PERSONS OR TO SUPPORT, PROTECT OR SUSTAIN LIFE). BUYER USES, MARKETS, AND SELLS THE PRODUCTS FOR SUCH APPLICATIONS AT ITS SOLE RISK AND EXPENSE, AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL DAMAGES, COSTS OR EXPENSES ARISING FROM ANY CLAIM OR ACTION OF ANY THIRD PARTY BASED ON THE ACTUAL OR ALLEGED FAILURE OF A PRODUCT TO PERFORM SUCH APPLICATIONS AND AGREES THAT SELLER'S WARRANTY IN THIS AGREEMENT DOES NOT EXTEND TO ANY SUCH APPLICATIONS.
- 21. Proprietary Information/Release of Information.** Except as required by law, neither Seller nor Buyer shall publicly announce or disclose terms and conditions of this Agreement, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration, termination or cancellation of this Agreement. The protection of any confidential or proprietary information of either shall be governed by the terms and conditions of Exhibit A.
- 22. Waivers.** All rights and remedies of Seller hereunder shall be cumulative and may be exercised singularly or concurrently. In the event that either party shall on any occasion fail to perform any term herein and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- 23. Exports.** The ultimate shipment of potential orders solicited by Buyer shall be subject to the right and ability of Seller to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the United States government and agencies and instrumentalities thereof presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain to export controls, including, without limitation, the Export Administration Regulations (EAR), International Traffic-in-Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC) regulations. Any order which has been accepted by Seller but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Seller for acceptance or rejection. Buyer shall not transfer, directly or indirectly, any product or technical data received from Seller or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. government agency. In addition, any products sold hereunder may not be exported, reexported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g. nuclear, chemical, or biological weapons and the missile technology to deliver them). The parties acknowledge that they may each be subject to penalties for transacting business involving product, or Seller's technical information, with any customers that it knows or has reason to know are subject to denial of U.S. export privileges, or engages, directly or indirectly in prohibited nuclear, chemical, biological or missile

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technologies. Buyer shall indemnify and defend Seller and Seller's officers, directors, shareholders, employees and agents, and its successors and assigns (collectively and severally, "Indemnified Seller") against, and hold Indemnified Seller harmless from, any loss, claim, damage, suits, costs, expenses (including without limitation attorneys, accountants and other professional fees), that arise out of or result from any breach of this Section 23 by Buyer.

- 24. Compliance with Laws** Buyer shall comply with all applicable U.S. and foreign laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended. Buyer shall not, in connection with any business transactions involving Seller, make or promise to make any payment or transfer anything of value, directly or indirectly, to any governmental official, political party, officer, director, employee, or representative of any actual or potential customer of Seller or any other person or entity if such payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or otherwise violate the laws of the country in which made or the laws of the United States. Buyer shall indemnify and hold Seller harmless against any and all losses, fines, penalties, costs, and expenses incurred by Seller as a result of Buyer's breach of the foregoing obligations.
- 25. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, whether oral or written. Seller reserves the right to make changes to this Agreement at any time, without notice to the Buyer, with such changes to be effective for all products shipped after the date of such change.
- 26. Federal Contract Terms.** If the products to be furnished under this Agreement are in support of a US government contract or subcontract, then Seller acknowledges and accepts Federal Acquisition Regulation (FAR) 52.244-6. Any other flow down requirements are expressly rejected unless reviewed and accepted in writing by Seller. Further, in any order submitted by a Buyer that is a prime contractor or subcontractor of the US government, the Buyer agrees to the following:
- a) the purchase order between the Buyer and Seller will contain only those FAR and Defense Federal Acquisition Regulation (DFAR) clauses that are required in a purchase order for Commercial Items as defined in FAR 2.101 and FAR 52.202-1 and apply based on Seller's status as a supplier or a subcontractor, and the dollar threshold and type of the purchase order;
 - b) Seller retains proprietary rights in all technical data and computer software provided under the purchase order to the fullest extent permitted under the FAR and DFAR as it relates to the sale of Commercial Items. Seller will grant only limited rights or restricted rights to the U.S. government. Further, Buyer agrees to retain any proprietary legends that Seller includes on the products to be furnished under this Agreement; and
 - c) the purchase order between the Buyer and Seller shall provide no rights (including rights of audit of Seller's cost or pricing data) to any third party other than rights that the U.S. government may have as a matter of law.
- 26. Governing Law.** This Agreement is made in, governed by and shall be construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles. Subject to Section 28 below, any suit or action arising out of or in connection with this agreement, any purchase order issued hereunder or any breach hereof, may be brought and maintained in the federal or state courts in Wilmington, Delaware. The parties hereby irrevocably submit to the jurisdiction of such courts for the purpose of such suit or action and hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the venue of any such suit or action in any such court. If the products purchased hereunder are purchased by a Buyer residing in a country other than the United States, then the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Agreement.
- 27. Dispute Resolution.** If there is a dispute between Seller and Buyer arising from this Agreement (a "Dispute"), and the parties cannot promptly resolve it through negotiation, then either party may submit the Dispute to binding arbitration by one arbitrator in Wilmington, Delaware in accordance with the rules

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of the American Arbitration Association and judgment upon the arbitral award may be entered in any court having jurisdiction over Buyer or Seller or their respective assets. Buyer and Seller shall select a mutually acceptable arbitrator. If, within twenty (20) days of the notice of intent to arbitrate from one party, Buyer and Seller have failed to select an arbitrator, then the arbitrator shall be selected by the American Arbitration Association. Buyer and Seller shall be allowed reasonable depositions and discovery with the advance leave granted by the Arbitrator. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect either party's rights under this Agreement pending the establishment of the arbitral tribunal or its determination of the merits of the Dispute.

- 28. Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed as received, if sent by air courier, upon receipt or five (5) days after posting, or if sent by electronic mail (email), twenty-four (24) hours after dispatch.

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EXHIBIT A
NON-DISCLOSURE

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

1. **Definitions.** As used in this Exhibit A:
 - a. **“Confidential Information”** means all information (whether written, electronic, visual, or oral) disclosed by a party that is marked or identified as “confidential” or with a similar legend or designation, or that the Discloser otherwise considers in good faith to be confidential. Confidential Information does not include information that:
 - i. at the time of disclosure is or becomes available to the public through no fault of Recipient;
 - ii. was rightfully in Recipient’s possession at the time of disclosure;
 - iii. was or becomes available to Recipient from a source with the lawful right to disclose it; or
 - iv. is independently developed by or for Recipient without reference to, reliance on, or use of Confidential Information.
 - b. **“Representatives”** means a party’s directors, officers, employees, attorneys, agents, and advisors.

2. **Confidentiality Obligations.** Each party agrees:
 - a. Confidential Information is and will remain the exclusive property of Discloser;
 - b. it will use Discloser’s Confidential Information solely in connection with the Agreement;
 - c. to take reasonable precautions to protect the confidentiality of Discloser’s Confidential Information on the same basis as its own Confidential Information, but always using no less than reasonable care;
 - d. not to disclose Discloser’s Confidential Information to any third party without written consent of Discloser, except to its Representatives with a need to know in order to carry out the Purpose, and provided:
 - i. such Representatives are bound by written nondisclosure agreements or subject to professional obligations that prohibit disclosure of Confidential Information at least as restrictive as this Agreement; and
 - ii. Recipient is liable to Discloser for any breach of this Agreement by such Representatives;
 - e. it will not reverse engineer, disassemble or decompile any samples, prototypes, software, or other tangible objects provided by Discloser without written approval of Discloser;
 - f. Confidential Information will not be used by Recipient to prepare or revise any patent or patent application or to invoke any post-grant or pre-grant patent office proceedings;
 - g. upon Discloser’s written request, all copies of Confidential Information (and all summaries, analyses or other documents reflecting or containing Confidential Information) will be promptly returned or destroyed, except Recipient may retain a single copy of such Confidential Information for archival purposes only; and
 - h. Recipient may disclose Confidential Information to the extent required by law or legal process, provided that if legally permissible, Recipient will give Discloser prompt notice and reasonable cooperation to allow Discloser an opportunity to obtain a protective order at Discloser’s sole cost and expense.

3. **Confidentiality Obligations.** The confidentiality obligations under this Agreement expire five (5) years after completion of the order.

4. **Compliance with Laws.** Each party will comply with all applicable laws related to its storage, disclosure, or use of its own, and Discloser’s Confidential Information, including, but not limited to, all laws governing the import or export of information. Confidential Information may include export-controlled technology and/or software for which the U.S. or other governments may require authorization prior to export, release, or transfer to another person, end use, or destination, whether or not identified by the Discloser.

5. **Disclaimers.**

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

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