

The General Conditions of Sales
of
UNITED MONOLITHIC SEMICONDUCTORS SAS

1. Applicability - Scope

1.1. These General Conditions of Sale (herein after referred to as "GCS") shall apply to all sales of product(s) and/or services ("Product(s)" and "Service(s)" as further defined below) provided by United Monolithic Semiconductors S.A.S. ("UMS") and shall prevail over any other general terms and conditions of sale or purchase. Any amendment or supplement to these GCS shall be expressly agreed upon in writing between UMS and the buyer ("Buyer") in their orders (as defined below). By sending an order to UMS, Buyer is deemed to have accepted the entirety of these GCS. Unless otherwise stated, information contained in the commercial documents issued by UMS that may be modified without prior notice by UMS in order to take into account technical developments and/or economic conditions.

1.2. UMS offers a wide range of Products and Services which might be customized upon Buyer's technical needs:

- **Standard Product(s)** such as wafers and dies described in the UMS catalog, including specific sorting of products based on Buyer's Statement of Works ("SOW");
- **Non-Standard Product(s)** wholly or partly developed by UMS on the basis of Buyer's technical specifications ("Specifications") which describe all specific characteristics, functional and/or technical requirements of the Product;
- **Foundry Product(s)** as further defined in article 14 below;
- **Services** delivered by UMS are standard or specific Services such as foundry services that imply special work including design development, customized packaging etc.

2. Enforcement of orders

2.1. Acceptance of Orders by UMS

UMS is only bound by the terms expressly written in its quotation/offer or in UMS acknowledgement of order. UMS quotation/offer shall be binding for the period of time as indicated in the quotation/offer. If there is no such period of time, UMS, at its sole option, will be entitled to withdraw its quotation/offer at any time by written notice thereof addressed to Buyer. UMS and Buyer shall be bound by an enforceable agreement (hereinafter referred to as "Order") only after written acceptance of Buyer's order by UMS in the form of an acknowledgement of order whatever forms it may take.

2.2. Rescheduling – Suspension - Cancellation of Firm Orders

Principle. In case Buyer decides to cancel an Order or part of an Order for any reason, UMS may recover all costs and expenses incurred by UMS with respect to such termination including but not limited to direct material and production costs, remaining stocks, financial consequences due to subcontractor cancellation (hereinafter referred to as "Costs") up to the Order price. Any partial payment(s) already remitted are to be set off against such Costs once defined and notified to Buyer. All such Costs shall be reimbursed by Buyer upon thirty (30) days as from the date of UMS invoicing.

If orders are not duly issued and/or received by UMS despite the start of Services upon customer's request, and unless otherwise agreed by the Parties, such Services shall be deemed to create a binding Order subject to the latest UMS quotation.

Suspension. Except for Excusable Delay, in case Buyer decides to suspend work or part of the work related to Specific and/or Standard Services for a period exceeding sixty (60) days, then, at the end of this suspension period, Buyer will either cancel the Order, in whole or in part, or restart work upon the receipt of Buyer's new order or written instruction. Whenever an Order for Services is cancelled, UMS would resume work in accordance with the related Order as soon as practicable. UMS may recover all Costs incurred as a result of the suspension and/or cancellation as described hereof.

3. Prices

Unless otherwise agreed, prices are expressed in Euros and do not include transportation, specific packaging, insurance or any taxes. Buyer is solely liable for carrying out all necessary customs formalities and for paying all associated costs, taxes and/or duties in connection with the Products.

4. Delivery - Transportation

4.1. Unless otherwise agreed by reference to INCOTERMS, delivery shall be deemed to be made EX-Works *Villebon s/ Yvette* (France) INCOTERMS® 2020, ICC Publication n°723EF - excluding all taxes, excise, customs fees. Freight forwarder shall be appointed by Buyer, or in the absence of such appointment, by UMS on behalf and in the name of Buyer.

Transportation of Products shall be at Buyer's sole risks. Buyer shall therefore check the delivered Products upon arrival and, if necessary, notify any damage to the carriers. On receipt of special instructions from Buyer, shipments may be insured by UMS; additional insurance costs shall be correspondingly invoiced to Buyer.

4.2. The delivery time given by UMS shall take effect as from the date of the acknowledgement of order as defined in paragraph 2.1. If the performance of Order is subject to prior suspensive condition(s) (advance or down-payment, supply or any kind of approval by Buyer, granting of export/import licence, letter of credit etc...), the delivery time shall start as from the date on which these conditions are fulfilled.

4.3. The delivery time quoted or acknowledged by UMS are estimates only. Failure to deliver within the indicated schedule shall not entail compensation for Buyer including penalties and/or cancellation of Order.

5. Excusable delay

For the purpose of these GCS, "Excusable Delay" shall mean any event, foreseeable or not, for which effects could not be reasonably prevented by UMS and are of such a nature that it prevents UMS from carrying out its obligations. Excusable Delay shall include any delay arising out of or in connection with any event of Force Majeure or other cause beyond the reasonable control of UMS, such as, but not

limited to, Act of God, fire, flood, stoppage or delay of transportation, failure of suppliers or subcontractors strikes of any nature, supply chain disruptions, machine breaking, major accident in UMS's plant, insurrection, riot or civil commotion, war, whether declared or not, modification of or new legislation, order or regulation, any act of or failure to act of any governmental authority, cancellation or non-renewal of any licence or authorization by any Governmental authorities any pandemic or epidemic event, any COVID change which means (i) a change in the measures, requirements or restrictions imposed or recommended by applicable law or a public health authority with jurisdiction over the Parties' businesses, and implemented by the Affected Party as a result of COVID-19, including the introduction of new measures, requirements or restrictions; or (ii) a material change in the availability of personnel of the Affected Party as a result of COVID-19, or (iii) a change in any other circumstances experienced by the Parties as a result of COVID-19 which materially impedes the Affected Party's ability to perform its obligations.

Buyer shall not be entitled to claim any compensation from UMS as a result of such Excusable Delays and UMS shall be entitled to suspend and/or terminate any Order or part of an Order affected by Excusable Delay at any time with no further liability.

6. Acceptance – Conformity of products

6.1. Acceptance of Standard Products / Services

The characteristics of Standard Products/Services shall be as listed in the UMS catalog (updated from time to time) or as defined in the UMS' latest published specifications. Standard Services shall not be subject to any specific acceptance procedure. Upon completion of the relevant Services, UMS and Buyer will sign a certificate of completion.

6.2. Acceptance of Non-Standard Products and Specific Services

Non-Standard Products are specially designed by UMS upon Buyer's Specifications and/or SOW. These documents shall be reviewed and approved in writing by UMS through a compliance matrix (hereafter "Compliance Matrix") or otherwise, as the Parties may agree upon in writing. Buyer shall be liable for errors, omissions and lack of correctness or/and accuracy of all transmitted data. The Compliance Matrix will state in how far UMS can be partially, totally or not compliant with the Buyer's Specifications/SOW including information on deviation and documents format to be taken into account in the course of design and support phases for Non-Standard and/or Specific Services.

6.3. Acceptance tests

In case Buyer requires a Certificate of Conformity from UMS, this certificate (if necessary) shall be issued in accordance with the model currently used by the Quality-Assurance Department of UMS. All Products are submitted to trials and tests in UMS' plants only. If Buyer requests

the Products to be tested in its presence, the corresponding costs shall be borne by Buyer.

Non-Standard Products having undergone acceptance in UMS' factory or having satisfied the rules of the relevant Quality Assurance Procedure (the French C.C.Q. system or the European C.E.C.C. system as the case may be) and which, as a consequence, are deemed to comply to relevant Specifications.

7. Conditions of payment

Upon deliveries and unless otherwise agreed upon by Parties, payment shall be made to UMS within thirty (30) days from invoicing in accordance with conditions laid down in UMS quotation or in the Order acknowledgement.

Any failure to pay invoices, even if returns have occurred or in process, will entitle UMS to suspend any further deliveries until full payment. In addition to remedies under articles 8 and 9 hereafter, UMS will have the right to charge liquidated damages for late payment and/or cancel any discounts previously granted to Buyer. The rate of such liquidated damages shall be equivalent to the refinancing rates applied by the European Central Bank to its most recent published value, plus ten percentage points. Liquidated damages shall be calculated on the basis of the remaining unpaid amounts and shall be due automatically without any prior written notice from UMS. Pursuant to French Regulations, an additional fee of forty Euros shall be paid. Liquidated damages shall be without prejudice to any other right and action, whether in contract or at law, UMS may have. The contractual warranty shall be suspended for as long as Buyer is in breach.

8. Buyer's default

If any of Buyer's obligations to UMS are not fulfilled or if, in UMS' unfettered judgement, Buyer's financial conditions don't, justify continuance of the Order, UMS may, without prejudice to any other right and action it may have at law or in contract, cancel or terminate outstanding Order(s) or suspend any deliveries of any Products/Services unless Buyer addresses appropriate remedies in due time. If an Order is so cancelled or suspended, UMS shall be entitled to recover all Costs and expenses incurred.

9. Retention of title – Transfer of Risk

Notwithstanding any transfer of risks at delivery to Buyer, Products shall remain the sole property of UMS until full payment by Buyer. Upon Buyer's failure to clear down all payments, UMS may regain possession of the Products delivered. Buyer hereby agrees that it shall be responsible for all damages and losses that may affect Products after delivery by subscribing an insurance policy as to cover all risks attached to Products under custody.

10. Product warranty – Returns

10.1. Warranty period

All Products are warranted by UMS to be free from defects in materials and workmanship. The warranty is valid for a period

of twelve (12) months as from the delivery date of Product.

10.2. In/out Warranty

The contractual warranty shall only apply if (i) the Product is used in conformity with the specifications and instructions stipulated by UMS, (ii) the Product is used for the application for which it is normally intended for, to the limit of Product validated qualification (iii) the Product is not, without special written agreement of UMS, integrated into other installations with operating factors which may affect its structure or characteristics or lifetime.

10.3. Loss of Warranty

No claims shall be admissible once the Product has undergone modifications and/or deterioration caused by Buyer or by any third party, in particular during storage, inspection, installation, handling, operation, removal, etc. No warranty will apply in case of negligence, lack of surveillance or maintenance, use not in accordance with UMS specifications or normal practice. Consumables are expressly excluded from the present warranty. In addition and notwithstanding anything to the contrary, UMS does not warrant any and all data and/or information, such as ranges and accuracy.

10.4. Remedies

No return of Product shall be made without UMS prior written authorization. Returned Product shall be shipped in its original packaging and in good condition; Products for which the seal of anti-static packages has been broken may not be returned. If, upon arrival at UMS' factory, Products present defects not previously notified, such defects shall be out of warranty and considered as a result of transportation.

Any Product(s) that have been repaired or replaced under this Warranty policy will have warranty coverage for the longer of: (a) ninety (90) days from the date of repair or replacement; or (b) the remaining original Warranty Period. Replacement parts used in the repair of the Product(s) may be new or equivalent to new or refurbished. UMS reserves the right to repair or replace the returned defective Product with a similar Product.

UMS may, at its sole option, issue a credit note for Products admitted as defective by UMS. In any case, Buyer cannot claim that return allows set off against any payment it owes UMS, nor cancellation of Order whether in whole or in part.

10.5. Sub-suppliers warranty

For parts purchased by UMS, UMS supplier's warranty will apply. In order to benefit from this warranty, the defect must be notified to UMS in writing and without delay, with full details on the nature and circumstances of the failure (to be indicated in the service report of the Product if any). UMS will inform Buyer if the claim can be considered; in such case, Buyer shall return the defective Product in its original packing as per article 10.4 above, carriage and insurance being first paid by Buyer.

10.6. Warranty disclaimer

All information supplied by UMS regarding illustration, description, specifications, per-

formance and technical information of any kind in brochures, circulars, advertisements and price lists are not binding upon UMS, and shall be taken generally for the purpose of promoting Products.

UMS shall be entitled to modify Product descriptions and/or specifications and/or to replace prior to delivery, any part, element or component thereof by any other substantially similar specifications.

The warranty does not cover any consequences, direct or indirect, resulting from defect of Products supplied by UMS. Industrial and/or economic results are not warranted.

11. Patents and other intellectual property rights

11.1. UMS remains at all time the owner of all patents and intellectual property rights (IP Rights) including trademarks, trade secrets, copyrights, design, calculation, samples, know-how contained in all Products and industrial processes including data and documentation (subject to third party rights if any). The sale of Products/Services does not convey any express or implied license under UMS IP Rights or other proprietary rights owned or controlled by UMS.

11.2. With respect to Specific Products and Services, upon Buyer's payment of relevant development work, UMS would grant Buyer a non-exclusive, royalty-free and worldwide right to use all IP rights attached to specific Products and Services but limited to the purpose and platform for which such Products and Services have been designed for. All processes such as test chips, test vehicles, test structures, exclusively or jointly developed by UMS, in the performance of Order, shall remain UMS IP rights.

11.3. In case a third party would make a claim alleging that the Products delivered to Buyer infringe its IP Rights, and an unfavourable final judgement is given against UMS, then for the sole benefit of Buyer, UMS will, at its own expense and option, either (i) procure a free of charge licence from the above mentioned third party to assure continuity of supplies, or (ii) modify alleged Product in such a way as to cease infringement, (iii) or substitute by similar product, or, if options (i) (ii) and (iii) above are proved impossible for economic and/or technical reasons, (iv) accept the return of the alleged Products and proceed with reimbursement of Products up to the limit stated under article 12.

11.4. The above undertaking shall only apply provided that UMS is given immediate written notice of any infringement claims brought against Buyer pursuant to Products and/or Services, and that UMS is given the authority to assume the sole defence of the cause and the right to settle such suit or claim. If Buyer settles a claim with respect to IP Rights infringement without UMS prior written notice, the settlement shall not be enforceable by UMS. In addition, Buyer shall hold UMS harmless from any claims, liabilities, expenses including Buyer attorney fees from any claims shown to arise from a use or combination of Product with any other equipment, processes, programming applications, apparatus or materials not furnished by UMS or from a modification made to

- Product by third party, or any claims shown to arise out of compliance with Buyers designs, specifications or instructions.
- 11.5. The above provisions constitute the sole and entire liability of UMS subject to the provisions of article 12 herein.
- 12. Indemnification / Liability / Warranty disclaimer**
- Repair and/OR replacement of defective Product shall be Buyer's sole and exclusive remedy for such Defect, and is in lieu of any other implied or express warranty rights or remedies provided by law such as, e.g., damages, reduction of price, or rescission or complaint whatsoever sustained or claimed by the Buyer or any third party and originating from any Defect. Under no circumstances shall UMS be liable towards Buyer for any indirect, financial, special or consequential damages such as but not limited to loss of profit, loss of Order, loss of use, loss resulting from business disruption, even if UMS has been advised of the possibility of occurrence of such damages. UMS shall only be liable to the Buyer for damages which arise directly from the performance or non-performance of UMS' duties and obligations under the order up to the amount paid by buyer for the defective products.
- 13. Advises – Recommendations – Storage**
- Buyer shall manipulate the wafers and dies in a clean environment during the processing of handling, mounting and bonding. Buyer shall take all necessary actions as to avoid contamination when the seal opens. Wafers shall be stored in their original packaging or in sealed bag under a temperature and humidity controlled environment. Other advises and recommendations provided by UMS upon Buyer's request in connection with the use of the Products outside their specifications and normal use conditions, are provided without any warranty. Buyer is free to follow or not such advises and recommendations and UMS shall have no liability as to the consequences of Buyer's acts. The foregoing paragraph shall apply to any supervision or assistance provided by UMS for use of Products.
- 14. Foundry activities**
- 14.1. The provisions of this article 14 are specific to the Foundry Services and shall complete and prevail over the provisions of the GCS which deal with the same subject. The other provisions of the GCS shall continue to apply to the Foundry Activities.
- Foundry Services:** means the engineering support, foundry launching review, mask-set, manufacturing and testing of Foundry product, including semiconductor wafers and die, and related services provided by UMS to Buyer.
- Foundry Services are exclusively provided based on UMS technologies, front-end processes, back-end services, expertise.
- Foundry product:** means the delivered product under Foundry Services, as naked die and wafer.
- 14.2 Foundry Services**
- 14.2.1. Subject to the execution of a confidentiality agreement (PDK agreement or NDA), UMS Process Design Kits (including design manuals, device libraries and models) will be provided for a non-exclusive use during one (1) year as to allow Buyer to design its own RF devices.
- 14.2.2. **Multi project wafer (MPW) runs**
- Prior to any Order from Buyer, UMS reserves the right to delay or cancel the launching of multi project wafer runs provided prior information to Buyer.
- 14.2.3. **Mask-sets**
- Mask-set definition and property**
- "Mask-set" means a complete set of masks necessary to manufacture wafers.
- The Buyer acknowledges that confidential and proprietary information, such as technology features and process of manufacturing, of UMS is included in the Mask-set. Accordingly, Mask-sets shall remain the sole property of UMS at all time even though the IP Rights attached to the designs contained in the mask are property of Buyer.
- Therefore, Mask-sets cannot be used for any other platforms and/or transferred to Buyer.
- UMS undertakes not to use and/or transfer the set of Masks to any third party.
- Storage**
- Mask-sets will be stored and kept in a workable condition for an initial period of five (5) years as from the manufacture of Mask sets then for a period of two (2) years as from the last order. UMS may choose to storage the Mask set at UMS' premises or at any other storage location.
- UMS will notify the Buyer the end of the storage period. Accordingly, the Buyer shall notify, in written, within 30 days as from the date of receipt of UMS notice of its intent to (i) cease the storage and consequently allow scrapping of the mask sets at UMS premises or (ii) continue to store and maintain in good shape the Mask sets provided an annual fee estimated by UMSI. In the absence of response, UMS will be allowed to scrap the Mask sets.
- UMS is entitled to charge Buyer with all costs in connection with masks re-ordering due to events beyond UMS reasonable control such as natural wear, equipment upgrade, obsolescence, etc.
- 14.3. Property**
- Foundry Design is owned by Buyer and under Buyer's sole liability.
- IP Rights created by UMS related to the execution of Foundry services (such as process or packaging manufacturing) will be deemed to be the sole property of UMS unless otherwise specifically agreed in writing by the parties.
- 14.4. Confidentiality**
- The exchange of confidential information will be covered by a Process Design Kit Agreement ("PDK agreement") or a non-disclosure agreement ("NDA").
- 14.5 Liability**
- **Early access:**
- As far as UMS provides Buyer with an early access to UMS processes that are not yet fully released, UMS liability will be limited to a best effort support to Buyer.
- Best effort support means performed early access services with the level of skill, care and diligence to be displayed by an expert professional.
- **Foundry services:**
- UMS guarantees that Foundry products must comply with wafer acceptance criteria (which include visual inspection, Process Control Monitor and mechanical tests) provided in the design manual.
- The Buyer acknowledges that the functionality of design is contingent upon Buyer and therefore that no warranty applies to the yield, functionality, or performance of design of the circuit developed for, or sold to, Buyer.
- In the event that the Foundry product is not compliant, UMS at his own discretion, must replace or repair the affected Foundry product. The warranty is valid for a period of twelve (12) months as from the delivery date of Foundry product.
- In case, the Buyer alleges that UMS fails to comply with this guarantee, the Buyer must provide any evidence as to the reality of the alleged non-compliances given UMS the right to directly or indirectly proceed with any on-site findings and verifications.
- This guarantee is exclusive and in lieu of all other warranties, whether written, express, implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability, satisfaction, quality non-infringement and fitness for a particular purpose. No extension of this warranty will be binding upon UMS unless set forth in writing and signed by an authorized representative. Any warranty provided herein is expressly non-transferable and non-assignable.
- 14.6 Non-exclusivity**
- The Foundry services of UMS to the Buyer are not deemed to be exclusive, UMS shall be free to perform Foundry services for third parties and engage in other business activities provided that UMS does not violate Buyer's property and confidentiality rights.
- 15. Compliance with laws, rules & regulations**
- 15.1.1. **Export**
- Export of UMS Products and/or Services may be subject to export regulations. Buyer is solely responsible for obtaining all necessary export and/or re-exports licenses along with other official authorisations

which may be necessary for delivering, using and operating Products and/or Services. Process Design Kits, hardware (wafer, die, packaged devices) can only be sent to Buyer or subcontractors as previously authorized by relevant authorities.

15.1.2. Environment

UMS contributes to the environment in the way of conducting its business. UMS complies with environmental laws and regulations relevant to the Products and Services including REACH and DEEE regulations.

15.1.3. Code of Ethics

Consistent with prevailing laws and regulations, UMS code of Ethics sets out the company's fundamental values embodied by its shareholders and all its employees.

15.1.4. Quality system

UMS is certified ISO14001, ISO9001 and IATF 16949.

15.1.5. Protection of personal data

Definitions: "Concerned Personal Data" means the Personal Data which are Processed in the context of this Agreement, categories of which are the following contact details, professional information related to the following Data Subjects Parties' personnel in charge of the performance of these General conditions.

"Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Subject" means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Personal Data" means any information relating to a Data Subject.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Obligations: In the context of these General conditions, as soon as either Party carries out any Processing of the other Party's Concerned Personal Data, the Parties shall conduct such Processing, each as a Data Controller, only for the following purposes: (i) with respect to UMS, to provide Services and sell Products, to invoice the Buyer, and to manage the contractual relationship and, (ii) with respect to the Buyer, to pay UMS, to receive the Services or Products, and to manage the contractual relationship.

As such, each Party undertakes to comply with the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the laws

and regulations adopted to implement this regulation ("GDPR") and to provide to each of the relevant Data Subjects the information notice as provided by the other Party in order to enable the latter to comply with Article 14 of the GDPR.

16. Confidentiality

Any information concerning UMS which is disclosed orally or in writing under Buyer's Order is disclosed in confidence, and Buyer shall not publish nor disclose such confidential information to any third party without the prior written approval of UMS unless information (i) is already known by Buyer as evidenced by written documentation in the files of Buyer; or (ii) becomes knowledgeable within the public domain or (iii) is received by Buyer from a third party without restriction or violation of confidentiality commitment.

17. Jurisdiction and applicable law

17.1. These GCS and Orders shall be governed by and shall be interpreted in accordance with the laws of France.

17.2. In case of dispute between the parties in connection with or arising out of these GCS or the Order and in the absence of an amicable settlement, the following shall apply:

- If the Buyer is a French national, the only competent jurisdiction shall be the Tribunal de Commerce of Paris, whatever the conditions of sale and method of payment accepted, even on the question of warranty or in the case of multiple defendants.

- If the Buyer is not French national, the dispute shall be finally settled in Paris by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The award of the arbitrators shall be final and binding, subject to neither appeal nor confirmation.