

SKORPIOS TERMS AND CONDITIONS OF SALE

1. **SCOPE:** These terms and conditions shall apply to written orders (each, an “Order”) agreed upon by Skorprios Technologies Inc. (“Skorprios”) and the customer identified in any Order (the “Customer”) for the Wafers, Services, or Products (as each is defined below) described below and/or in each Order. These terms and conditions supersede all previous communications, representations, or agreements, either verbal or written, between the parties, related to the subject matter of such Orders, except for any written non-disclosure agreement previously entered into by the parties (an “NDA”). Each party does not accept, expressly or impliedly, and hereby rejects and deems deleted any and all additional or different terms or conditions that the other party presents, including without limitation any terms or conditions contained or referenced in any acceptance, acknowledgement, click-through agreement, shrinkwrap agreement, uniform resource locator (URL), purchase order, or other document or established by trade usage or prior course of dealing. At any time prior to delivery of Standard Wafers and/or Non-standard Wafers (collectively, “Wafers”), Services, or Products under an Order, either party may request that a change (including a modification, addition, or reduction) be made to such Order (each a “Change”). Neither party will be obliged to agree to any requested or recommended Change. Any such Changes must be by written amendment to an Order or by utilizing Skorprios’ standard change order form, executed by both parties, detailing the changes involved and any related changes to the schedule and fees (each a “Change Order”). If any Change causes an increase or decrease in the cost or time required for the performance of an Order, the parties shall agree in a Change Order to a revised, equitable cost or delivery schedule. Until such time as a Change is formally agreed in a Change Order, Skorprios will continue to perform and be paid for the originally ordered Wafers, Products or Services as if such Change had not been requested or recommended. Customer acknowledges and agrees that: (a) Customer is not the exclusive customer of Skorprios and (b) timing for any Services or delivery of Products or Wafers is not guaranteed and Customer expressly waives and releases Skorprios from any claims relating to the duration of, or timing of completion of, the Services or delivery of the Products or Wafers.

2. **WAFERS:** The parties shall agree in the Order to the Wafers Customer requires, including the quantity, processing instructions and shipping particulars for such Wafers. “Standard Wafers” are wafers supplied by Skorprios that will be processed in accordance with steps and specifications as stated in Skorprios’ catalogs, website, or other literature. “Non-standard Wafers” are those that will be processed with the Customer’s steps and specifications as set forth in the mutually agreed Order. Non-standard Wafers include Standard Wafers whose steps and specifications are modified at Customer’s request from those stated in Skorprios’ catalogs, website, or other literature as well as all wafers that are supplied by Customer or a third party to be processed by Skorprios. Non-standard wafer designs can become ‘Standard’ after passing through Skorprios’ Development and Qualification Process.

3. **SERVICES:** Skorprios will provide services to Customer as set forth in an agreed Order or statement of work (“Services”). Services may include engineering activities, fabrication experiments, or other mutually agreed activities. Laboratory analytical services are also available at Customer’s request, subject to additional fees. Skorprios may, in its reasonable discretion, require Customer to enter into a separate master services agreement for the performance of certain Services or for Services of a long-term duration. All Services are provided subject to the following assumptions: (a) Customer’s designated representatives will have the authority to make decisions regarding the Services on behalf of Customer; (b) Customer will timely provide all resources and cooperation necessary to perform the Services; and (c) any timelines for Services are estimates only that may change and, in any event, Skorprios will have no responsibility for any delay attributable to Customer (collectively, (a) through (c), the “Assumptions”). Skorprios shall be entitled to rely on each Assumption, and Skorprios shall have no responsibility for any inaccurate or incomplete Assumption.

4. **PRODUCTS:** “Products” are specific devices or assemblies built to Skorprios’ published specifications, or specifications agreed upon through the performance of Services.

5. **PERFORMANCE:** Skorprios warrants that processed Standard Wafers shall materially comply with Skorprios’ published specifications. Customer acknowledges that Non-standard Wafers are experimental and utilize processes and steps that are not part of Skorprios’ normal offerings, and as such Non-standard Wafers are provided with no warranty whatsoever. Products are provided with the sole, limited warranty that the Products will meet Skorprios’ published specifications and be free of material defects for 12 months after delivery of the Products to Customer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL WAFERS, SERVICES, AND PRODUCTS ARE PROVIDED "AS IS", AND SKORPIOS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES RELATED TO THE WAFERS, SERVICES AND PRODUCTS OR THESE TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, WARRANTIES ARISING FROM ANY COURSE OF DEALING OR TRADE PRACTICE, AND WARRANTIES WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY WAFER, SERVICE, OR PRODUCT. SKORPIOS EXPRESSLY DISCLAIMS (I) THAT THE WAFERS, SERVICES OR PRODUCTS SHALL MEET ANY OF CUSTOMER'S NEEDS OR REQUIREMENTS, SHALL ACHIEVE ANY RESULT, BE COMPATIBLE WITH ANY EQUIPMENT, SOFTWARE, SYSTEM, OR SERVICE, OR BE ERROR-FREE OR THAT ANY ERROR CAN OR WILL BE CORRECTED AND (II) ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY CUSTOMER FURNISHED MATERIAL OR WAFERS OR PRODUCTS RESULTING FROM CUSTOMER FURNISHED MATERIAL.

6. CUSTOMER FURNISHED MATERIAL: Customer may provide materials, such as photomasks or raw silicon wafers or wafers with any level of processing at another facility, and any of the foregoing shall be referred to as "Customer Furnished Material." Skorprios shall not be responsible for any delays in delivery of Wafers, Services, or Products or defects in Wafers, Services, or Products caused by any Customer Furnished Material. Skorprios shall have no liability to Customer or any third party related to any Customer Furnished Material, and Customer shall defend, indemnify, and hold Skorprios and its affiliates, and the directors, officers, employees, and agents of any of the foregoing harmless from any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating any Customer Furnished Material. Skorprios will return to Customer any Customer Furnished Material not used in the delivery of the Wafers, Services, or Products. Transportation costs and risk of loss and damage for all Customer Furnished Material are Customer's responsibility and shall at all times remain with Customer.

7. EXTRAORDINARY EXPENSES: If Customer Furnished Material increases Skorprios' costs to provide Wafers, Services, or Products, or to the extent that the intended work uses raw materials that are different or more expensive than those normally used by Skorprios or require Skorprios to take any other action that will increase expenses above those in the normal course (any expense so incurred, an "Extraordinary Expense"), Skorprios will invoice Customer for such Extraordinary Expenses. Unless necessary to deliver Wafers, Services, or Products, Extraordinary Expenses will not be incurred without the prior written approval of Customer, and no activities that might result in such Extraordinary Expenses will be conducted by Skorprios absent Customer's written agreement to bear such Extraordinary Expenses.

8. IDLE LOT STORAGE FEE: If a foundry lot remains idle at Skorprios facility for more than thirty (30) consecutive calendar days due to delays not caused by Skorprios, the customer shall be invoiced a storage and handling fee of \$1,000 (one thousand U.S. dollars) per day for each day thereafter until the lot is moved forward in processing, shipped, or otherwise removed from Skorprios' premises. Skorprios shall provide prior written notice to the customer before such charges commence. These fees are intended to recover costs associated with storage, capacity constraints, and disruption to production planning.

9. SHIPMENT: Title to Wafers and Products provided by Skorprios passes to Customer upon receipt by Customer or its carrier at Skorprios' shipping dock. At Customer's request, Skorprios will arrange for transportation at Customer's expense in accordance with standard semiconductor industry practices. Skorprios shall have no responsibility or liability for the actions of any carrier or for delivery problems to or from Skorprios. Skorprios will package Wafers and Products for shipment and storage in accordance with standard semiconductor industry commercial practices at no additional cost to Customer, however, the parties may agree in an Order to additional packaging instructions, with Customer paying for such additional packaging.

10. STANDARD WAFER INSPECTION RIGHTS: Customer shall have fifteen (15) days after receipt of each shipment of Standard Wafers to inspect such Standard Wafers for any material nonconformities from Skorprios' published specifications ("Inspection Period"). During the Inspection Period, Customer may reject and return to Skorprios any Standard Wafers that do not materially conform to Skorprios' specifications. Customer's written notification must specifically identify how the nonconforming Standard Wafers vary from Skorprios' published

specifications. Customer must utilize transportation arrangements consistent with standard semiconductor industry practices, and Skorprios will reimburse Customer for reasonable shipping expenses unless Skorprios in good faith contests the validity of Customer's rejection. ANY FAILURE BY CUSTOMER TO NOTIFY SKORPIOS IN WRITING OF ANY MATERIAL NONCONFORMITY WITHIN THE INSPECTION PERIOD SHALL BE DEEMED CUSTOMER'S (I) ACCEPTANCE OF THE STANDARD WAFERS AND (II) WAIVER OF ALL RIGHTS TO INSPECT SUCH STANDARD WAFERS, AND CUSTOMER SHALL NO LONGER BE ABLE TO REJECT ANY SUCH STANDARD WAFERS. Customer's sole and exclusive remedies, and Skorprios' sole and exclusive liabilities, for Standard Wafers that fail to materially conform to specifications, unless Skorprios in good faith contests the validity of Customer's rejection, shall be any of the following (at Skorprios' reasonable discretion): (1) Skorprios will retain the nonconforming Standard Wafers and will refund to Customer any amounts that Customer paid to Skorprios for such nonconforming Standard Wafers; (2) Skorprios will rework the nonconforming Standard Wafers once and will submit such reworked Standard Wafers to Customer; or (3) Customer accepts the Standard Wafers notwithstanding their nonconformity and pays Skorprios a mutually agreed upon percentage of the amount that Customer would have paid Skorprios according to the Order had such Standard Wafers conformed to Skorprios' published specifications. If Skorprios elects option 2 above as a remedy and the corrected Standard Wafers do not materially comply with Skorprios' published specifications the second time they are delivered, Customer may reject and return the nonconforming Standard Wafers to Skorprios in accordance with the terms of this paragraph, unless Skorprios in good faith contests the validity of Customer's rejection. To the extent any nonconformity is due to any cause(s) outside Skorprios' reasonable control, the parties will, acting reasonably, agree upon the likely cause(s) and enter into a mutually agreeable Change Order that sets forth the associated change and adjusts the delivery schedule and/or fees accordingly.

11. NON-STANDARD WAFER INSPECTION RIGHTS: Customer shall have fifteen (15) days after receipt of each shipment of Non-standard Wafers to inspect such Non-standard Wafers ("Inspection Period"). Customer may only reject Non-standard Wafers if Customer can demonstrate that Skorprios failed to properly perform a material processing step or steps set forth in the Order for such Non-standard Wafers. Notice of a rejection must be in writing and requires specifying the basis for the rejection, and enclose the nonconforming Non-standard Wafer to Skorprios in the same state that it was received from Skorprios without any further material processing. ANY FAILURE BY CUSTOMER TO NOTIFY SKORPIOS IN WRITING OF ANY MATERIAL MISPROCESSING WITHIN THE INSPECTION PERIOD SHALL BE DEEMED CUSTOMER'S (I) ACCEPTANCE OF THE NON-STANDARD WAFERS AND (II) WAIVER OF ALL RIGHTS TO INSPECT SUCH NON-STANDARD WAFERS, AND CUSTOMER SHALL NO LONGER BE ABLE TO REJECT ANY SUCH NON-STANDARD WAFERS. Customer's sole and exclusive remedies, and Skorprios' sole and exclusive liabilities, for rejected Non-standard Wafers, unless Skorprios in good faith contests the validity of Customer's rejection, shall be any of the following (at Skorprios' reasonable discretion): (1) Skorprios will rework the nonconforming Non-standard Wafers once and will submit such reworked Non-standard Wafers to Customer; or (2) Customer accepts the Non-standard Wafers notwithstanding their nonconformity and both parties negotiate in good faith a non-cash, in-kind compensation agreement. To the extent any nonconformity is due to any cause(s) outside Skorprios' reasonable control, the parties will, acting reasonably, agree upon the likely cause(s) and enter into a mutually agreeable Change Order that sets forth the associated change and adjusts the delivery schedule and/or fees accordingly.

12. LIABILITY: IN NO EVENT SHALL SKORPIOS BE LIABLE TO THE CUSTOMER, OR TO ANY THIRD PARTY (WHETHER IN CONTRACT, NEGLIGENCE, FOR BREACH OF STATUTORY DUTY, OR OTHERWISE), FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF EQUIPMENT, LOSS OF BUSINESS OR GOODWILL, EQUIPMENT DOWNTIME, COSTS OF COVER OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL SKORPIOS' AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY CUSTOMER TO SKORPIOS FOR THE WAFERS, SERVICES, OR PRODUCTS TO WHICH SUCH LIABILITY RELATES. The foregoing limitations are an essential element of the contemplated transactions and in the absence of such limitations, the pricing and other terms offered to Customer would be substantially different.

13. PAYMENT: All payments required of Customer for the Wafers, Services, or Products shall be due within thirty (30) days of the date of the invoice, provided, however, that Skorprios reserves the right to require prepayment. Except as may be agreed otherwise in writing, all payments due to Skorprios shall be made by bank wire transfer to a Skorprios designated bank account. All payments shall be made in U.S. dollars unless otherwise agreed by the parties. If any

payments are more than thirty (30) days late, Customer will pay Skorprios, in addition to any other remedies that may be available to Skorprios, a late payment of the lower of one and a half percent (1.5%) per month or the highest rate allowed by law for all past due amounts until paid. Any amounts invoiced that are disputed shall be paid on time subject to subsequent adjustment or refund when the disputed amounts are resolved. All required payments are exclusive of taxes. Customer shall be responsible for and shall pay any applicable sales, use, excise, withholding or similar taxes, including value added taxes (VAT) and customs duties, that may be due for the purchase of Wafers, Services, or Products, excluding, however, any taxes based solely on Skorprios' net income. Customer shall make all payments hereunder free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the fees to Skorprios will be Customer's sole responsibility. Customer will provide Skorprios with official receipts issued by the appropriate taxing authority, or such other evidence as Skorprios may reasonably request, to establish that such taxes have been paid. No tax shall be billed to Customer if Customer provides Skorprios with either (i) an exemption certificate provided in good faith and in accordance with applicable law, or (ii) a direct pay permit number provided in accordance with applicable law. Customer consents that in the event of any new (i) laws or regulations, (ii) infrastructure costs, or (iii) other force majeure events, that occur subsequent to the initial finalization of the pricing hereunder, whose effect raises Skorprios operating costs, that Skorprios may add to the amounts otherwise due, a non-discriminatory prorated surcharge.

14. **CONFIDENTIALITY:** The following shall only apply to the extent that the parties have not entered into a separate NDA. "Confidential Information" means information that is disclosed between the parties that is conspicuously marked or confirmed in writing if oral, that the disclosure is confidential, including the disclosure of any intellectual property or other documentation or any product plans, business, financial or personnel information. "Confidential Information" shall not include information which: (i) is publicly available or publicly disclosed by the receiving party with the prior written approval of the disclosing party; (ii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iii) is intentionally disclosed by the disclosing party to a third party without restriction on disclosure; (iv) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (v) is disclosed pursuant to any judicial or governmental order, provided that the receiving party gives the disclosing party sufficient prior written notice (to the extent permitted by such order or applicable law) to contest such order. All Confidential Information exchanged between the parties shall not be disclosed by the recipient to anyone except its own employees, contractors, consultants or subcontractors or those of its affiliates, who have a need to know such Confidential Information consistent with the purposes of the transactions covered by this document, and who have been contractually obligated to observe the terms and conditions comparable to those herein. Confidential Information shall not be used by the receiving party for any purpose other than exercising its rights or fulfilling its obligations under this document. Neither party may disclose confidential information of third parties without the owner's prior consent. Each party shall at all times hold received Confidential Information in strict confidence with at least the degree of care it uses for its own Confidential Information and with not less than a legally reasonable degree of care. The receiving party's obligations to maintain confidentiality shall survive termination and shall be binding upon the receiving party's heirs, successors and assigns. Upon request of the disclosing party, copies and embodiments of the disclosing party's Confidential Information shall be promptly returned to the disclosing party by the receiving party, unless such copies are required to exercise a party's rights or fulfill a party's obligations hereunder. Upon termination for any reason, each party shall promptly return to the other party all Confidential Information provided by the other party, including all copies, except that a receiving party may keep one copy solely for archival purposes. If either party becomes aware of an unauthorized disclosure, even if not confirmed, it shall promptly notify the original disclosing party and promptly take reasonable actions to mitigate the effects of the unauthorized disclosure.

15. **GOVERNMENT CONTRACTOR:** Skorprios is a government contractor and is subject to the requirements of Executive Order 11246, Section 503 of the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations, Skorprios shall abide by the requirements of sections 60-1.4(a) (1-7), sections 60-250.5, sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identification, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran or disability status.

16. NONSOLICITATION: Neither party shall, directly or indirectly, without the prior written consent of the other party solicit, encourage, or take any other action which is intended to induce or encourage, any specific employee of the other party to terminate his or her employment with the other party. Customer shall not directly or indirectly, without the prior written consent of the other Skorpios customer solicit, encourage, or take any other action that is intended to induce or encourage, any employee of another customer working on Skorpios' premises to terminate his or her employment with the other customer. This section shall not apply where the employee initiated the contact seeking employment.

17. MISCELLANEOUS: Each party shall comply with all applicable laws and regulations related to hazardous or toxic materials and safety requirements including full disclosure to the other party. These terms and conditions shall be interpreted in the English language, under the laws of the State of California, without reference to or applications of its conflict of laws provisions. All disputes arising hereunder shall be subject to the exclusive jurisdiction, forum and venue of the state and federal courts located in Los Angeles, California, and each party hereby agrees to consent to the personal jurisdiction of such courts. The invalidity or unenforceability, in whole or in part of any provision hereof shall not affect the validity or enforceability of the remainder of this document. Waiver by a party of any provision or of any breach by or obligation of the other party shall not constitute a waiver of such provision on any other occasion or a waiver of any other breach by or obligation of the other party. Nothing herein shall be construed as granting any property rights, by license or otherwise, except that title to Wafers and Products shall transfer to Customer as set forth in Section 8. Upon written notice to the other party, a party may assign the Orders subject to these terms and conditions to a successor in interest that is not a competitor of the other party upon a merger, acquisition, reorganization, change of control, or sale of all or virtually all of the assets of such party, and any such assignment shall not require the other party's consent. Except as otherwise provided herein, the Orders subject to these terms and conditions shall not be assigned by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld, conditioned or delayed. Any unauthorized assignment shall be void and invalid from the start and may not be enforced against the other party. Modifications to these terms and conditions must be in writing and approved by authorities of the parties. Neither party shall be liable for any delay or failure in performance of any part of these terms and conditions to the extent that such delay or failure is caused by war, embargo, government requirement, civil or military authority, act of God or any cause beyond such party's control. Skorpios shall deliver all Wafers, Services, or Products hereunder as an independent contractor and not as an agent, employee, joint venturer or partner of Customer. Any and all terms and conditions that, by their nature should survive the expiration or termination of this quotation, including without limitation any provisions related to intellectual property ownership, indemnification, disclaimers of warranty, limitations of liability, effects of termination, confidentiality, payment, and this miscellaneous provision, shall survive the expiration or termination of this quotation.