# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 10-Q

**(Mark One)**

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended August 1, 2026**

**or**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from ______ to ______**

**Commission file number: 001-40357**

MARVELL™

# MARVELL TECHNOLOGY, INC.
**(Exact name of registrant as specified in its charter)**

| | |
|---|---|
| **Delaware** | **85-3971597** |
| **(State or other jurisdiction of incorporation or organization)** | **(I.R.S. Employer Identification No.)** |

**1000 N. West Street, Suite 1200**
**Wilmington, Delaware 19801**
**(302) 295-4840**
**(Address of principal executive offices, zip code and registrant's telephone number, including area code)**

**Securities registered pursuant to Section 12(b) of the Act:**

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock, par value $0.002 per share | MRVL | The Nasdaq Global Select Market |

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

| | | | |
|---|---|---|---|
| Large accelerated filer | ☒ | Accelerated filer | ☐ |
| Non-accelerated filer | ¨ | Smaller reporting company | ☐ |
| | | Emerging growth company | ☐ |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

The number of shares of common stock of the registrant outstanding as of August 21, 2026 was 876.9 million.

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**PART I: FINANCIAL INFORMATION**

**Item 1.** ***Financial Statements***

**MARVELL TECHNOLOGY, INC.**
**UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS**
**(In millions, except par value per share)**

| | August 1, 2026 | January 31, 2026 |
|---|---|---|
| **ASSETS** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 3,932.8 | $ 2,638.8 |
| Accounts receivable, net | 2,218.4 | 2,186.6 |
| Inventories | 1,360.6 | 1,388.0 |
| Prepaid expenses and other current assets | 407.5 | 247.2 |
| Total current assets | 7,919.3 | 6,460.6 |
| Property and equipment, net | 1,071.0 | 935.0 |
| Goodwill | 13,873.9 | 11,062.2 |
| Acquired intangible assets, net | 2,346.6 | 1,754.7 |
| Deferred tax assets | 322.3 | 345.9 |
| Other non-current assets | 2,021.5 | 1,726.9 |
| Total assets | $ 27,554.6 | $ 22,285.3 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current liabilities: | | |
| Accounts payable | $ 797.9 | $ 1,073.8 |
| Accrued liabilities | 1,425.8 | 1,337.1 |
| Accrued employee compensation | 275.8 | 309.8 |
| Short-term debt | — | 499.8 |
| Total current liabilities | 2,499.5 | 3,220.5 |
| Long-term debt | 4,962.9 | 3,970.8 |
| Other non-current liabilities | 1,560.6 | 785.6 |
| Total liabilities | 9,023.0 | 7,976.9 |
| Commitments and contingencies (Note 9) | | |
| Stockholders' equity: | | |
| Preferred stock, $0.002 par value; 8.0 shares authorized; 2.0 shares issued and outstanding as of August 1, 2026 of Series A Convertible Preferred Stock (none issued and outstanding as of January 31, 2026) | — | — |
| Common stock, $0.002 par value | 1.8 | 1.7 |
| Additional paid-in capital | 16,939.2 | 12,950.9 |
| Retained earnings | 1,590.6 | 1,355.8 |
| Total stockholders' equity | 18,531.6 | 14,308.4 |
| Total liabilities and stockholders' equity | $ 27,554.6 | $ 22,285.3 |

See accompanying notes to unaudited condensed consolidated financial statements

**MARVELL TECHNOLOGY, INC.**
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**
**(In millions, except per share amounts)**

| | Three Months Ended | | Six Months Ended | |
|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | August 1, 2026 | August 2, 2025 |
| Net revenue | $ 2,739.3 | $ 2,006.1 | $ 5,157.1 | $ 3,901.4 |
| Cost of goods sold | 1,283.7 | 995.5 | 2,440.7 | 1,938.4 |
| Gross profit | 1,455.6 | 1,010.6 | 2,716.4 | 1,963.0 |
| Operating expenses: | | | | |
| Research and development | 741.1 | 519.0 | 1,393.4 | 1,026.7 |
| Selling, general and administrative | 257.6 | 192.8 | 516.0 | 379.2 |
| Restructuring related charges (gains), net | (2.8) | 8.7 | 7.9 | (3.6) |
| Total operating expenses | 995.9 | 720.5 | 1,917.3 | 1,402.3 |
| Operating income | 459.7 | 290.1 | 799.1 | 560.7 |
| Interest expense | (61.6) | (51.9) | (114.4) | (100.6) |
| Other expense, net | (19.8) | (4.5) | (223.1) | (10.5) |
| Interest and other loss, net | (81.4) | (56.4) | (337.5) | (111.1) |
| Income before income taxes | 378.3 | 233.7 | 461.6 | 449.6 |
| Provision for income taxes | 70.3 | 38.9 | 119.1 | 76.9 |
| Net income | $ 308.0 | $ 194.8 | $ 342.5 | $ 372.7 |
| Net income per share — basic | $ 0.34 | $ 0.23 | $ 0.39 | $ 0.43 |
| Net income per share — diluted | $ 0.33 | $ 0.22 | $ 0.38 | $ 0.43 |
| Weighted-average shares outstanding - common stock and preferred stock assuming conversion: | | | | |
| Basic | 897.4 | 862.6 | 889.6 | 863.7 |
| Diluted | 921.2 | 870.4 | 907.1 | 873.0 |

See accompanying notes to unaudited condensed consolidated financial statements

**MARVELL TECHNOLOGY, INC.**
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**
**(In millions)**

| | Three Months Ended | | Six Months Ended | |
|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | August 1, 2026 | August 2, 2025 |
| Net income | $ 308.0 | $ 194.8 | $ 342.5 | $ 372.7 |
| Other comprehensive income, net of tax | | | | |
| Net change in unrealized gain cash flow hedges | — | 0.7 | — | 0.2 |
| Other comprehensive income, net of tax | — | 0.7 | — | 0.2 |
| Comprehensive income, net of tax | $ 308.0 | $ 195.5 | $ 342.5 | $ 372.9 |

See accompanying notes to unaudited condensed consolidated financial statements

**MARVELL TECHNOLOGY, INC.**
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**
**(In millions, except per share amounts)**

| | Preferred Stock | | Common Stock | | | | |
|---|---|---|---|---|---|---|---|
| | Shares | Amount | Shares | Amount | Additional Paid-in Capital | Retained Earnings | Total |
| **Balance at January 31, 2026** | — | $ — | 847.3 | $ 1.7 | $ 12,950.9 | $ 1,355.8 | $ 14,308.4 |
| Net income | — | — | — | — | — | 34.5 | 34.5 |
| Issuance of Series A Convertible Preferred Stock in connection with a securities purchase agreement, net of issuance cost | 2.0 | — | — | — | 1,999.6 | — | 1,999.6 |
| Issuance of common stock in connection with equity incentive plans | — | — | 2.9 | — | 3.3 | — | 3.3 |
| Tax withholdings related to net share settlement of restricted stock units | — | — | — | — | (227.2) | — | (227.2) |
| Issuance of common stock in connection with acquisitions | — | — | 26.8 | 0.1 | 2,097.9 | — | 2,098.0 |
| Replacement equity awards attributable to pre-acquisition service | — | — | — | — | 33.4 | — | 33.4 |
| Vestings of common stock in connection with customer warrant | — | — | — | — | 10.9 | — | 10.9 |
| Stock-based compensation | — | — | — | — | 208.7 | — | 208.7 |
| Repurchases of common stock | — | — | (1.4) | — | (200.0) | — | (200.0) |
| Cash dividends declared and paid ($0.06 per share) | — | — | — | — | — | (53.8) | (53.8) |
| **Balance at May 2, 2026** | 2.0 | $ — | 875.6 | $ 1.8 | $ 16,877.5 | $ 1,336.5 | $ 18,215.8 |
| Net income | — | — | — | — | — | 308.0 | 308.0 |
| Issuance of common stock in connection with equity incentive plans | — | — | 2.3 | — | 54.2 | — | 54.2 |
| Tax withholdings related to net share settlement of restricted stock units | — | — | — | — | (138.0) | — | (138.0) |
| Vestings of common stock in connection with customer warrant | — | — | — | — | 11.3 | — | 11.3 |
| Stock-based compensation | — | — | — | — | 334.2 | — | 334.2 |
| Repurchases of common stock | — | — | (1.1) | — | (200.0) | — | (200.0) |
| Cash dividends declared and paid ($0.06 per share) | — | — | — | — | — | (53.9) | (53.9) |
| **Balance at August 1, 2026** | 2.0 | $ — | 876.8 | $ 1.8 | $ 16,939.2 | $ 1,590.6 | $ 18,531.6 |

**MARVELL TECHNOLOGY, INC.**
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY - (Continued)**
**(In millions, except per share amounts)**

| | Common Stock | | Additional Paid-in Capital | Accumulated Other Comprehensive Income (Loss) | Accumulated Deficit | Total |
|---|---|---|---|---|---|---|
| | Shares | Amount | | | | |
| **Balance at February 1, 2025** | 866.0 | $ 1.7 | $ 14,534.1 | $ 0.4 | $ (1,109.2) | $ 13,427.0 |
| Net income | — | — | — | — | 177.9 | 177.9 |
| Other comprehensive loss | — | — | — | (0.5) | — | (0.5) |
| Issuance of common stock in connection with equity incentive plans | 1.8 | — | 0.6 | — | — | 0.6 |
| Tax withholdings related to net share settlement of restricted stock units | — | — | (50.2) | — | — | (50.2) |
| Vestings of common stock in connection with customer warrant | — | — | 6.8 | — | — | 6.8 |
| Stock-based compensation | — | — | 142.9 | — | — | 142.9 |
| Repurchases of common stock | (5.6) | — | (340.0) | — | — | (340.0) |
| Cash dividends declared and paid ($0.06 per share) | — | — | — | — | (51.8) | (51.8) |
| **Balance at May 3, 2025** | 862.2 | $ 1.7 | $ 14,294.2 | $ (0.1) | $ (983.1) | $ 13,312.7 |
| Net income | — | — | — | — | 194.8 | 194.8 |
| Other comprehensive income | — | — | — | 0.7 | — | 0.7 |
| Issuance of common stock in connection with equity incentive plans | 2.6 | — | 50.5 | — | — | 50.5 |
| Tax withholdings related to net share settlement of restricted stock units | — | — | (50.7) | — | — | (50.7) |
| Vestings of common stock in connection with customer warrant | — | — | 12.3 | — | — | 12.3 |
| Stock-based compensation | — | — | 153.1 | — | — | 153.1 |
| Repurchases of common stock | (2.7) | — | (200.0) | — | — | (200.0) |
| Cash dividends declared and paid ($0.06 per share) | — | — | — | — | (51.7) | (51.7) |
| **Balance at August 2, 2025** | 862.1 | $ 1.7 | $ 14,259.4 | $ 0.6 | $ (840.0) | $ 13,421.7 |

See accompanying notes to unaudited condensed consolidated financial statements

**MARVELL TECHNOLOGY, INC.**
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(In millions)**

| | Six Months Ended | |
|---|---|---|
| | August 1, 2026 | August 2, 2025 |
| **Cash flows from operating activities:** | | |
| Net income | $ 342.5 | $ 372.7 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 188.5 | 168.3 |
| Stock-based compensation | 533.8 | 295.7 |
| Amortization of acquired intangible assets | 440.1 | 489.4 |
| Change in fair value of contingent consideration liability | 433.7 | — |
| Change in fair value of forward stock purchase contract | (131.0) | — |
| Restructuring related charges (gains), net | — | (14.0) |
| Deferred income taxes | 38.7 | (9.2) |
| Other expense, net | 58.3 | 80.8 |
| Changes in assets and liabilities, net of acquisitions: | | |
| Accounts receivable | (31.7) | (423.3) |
| Prepaid expenses and other assets | (333.7) | (93.4) |
| Inventories | 36.9 | (54.5) |
| Accounts payable | (333.6) | (68.1) |
| Accrued employee compensation | (40.1) | (90.8) |
| Accrued liabilities and other non-current liabilities | 41.9 | 140.9 |
| Net cash provided by operating activities | 1,244.3 | 794.5 |
| **Cash flows from investing activities:** | | |
| Purchases of technology licenses | (5.0) | (2.2) |
| Purchases of property and equipment | (282.4) | (166.3) |
| Proceeds from sales of property and equipment | — | 27.3 |
| Acquisitions, net of cash acquired | (1,270.9) | — |
| Other, net | 6.6 | (30.1) |
| Net cash used in investing activities | (1,551.7) | (171.3) |
| **Cash flows from financing activities:** | | |
| Repurchases of common stock | (400.0) | (540.0) |
| Proceeds from employee stock plans | 57.5 | 51.1 |
| Proceeds from issuance of preferred stock | 2,000.0 | — |
| Tax withholding paid on behalf of employees for net share settlement | (365.2) | (100.9) |
| Dividend payments to stockholders | (107.7) | (103.5) |
| Payments on technology license obligations | (56.6) | (54.3) |
| Proceeds from borrowings | 998.9 | 1,198.6 |
| Principal payments of debt | (500.0) | (790.6) |
| Other, net | (25.5) | (7.5) |
| Net cash provided by (used in) financing activities | 1,601.4 | (347.1) |
| Net increase in cash and cash equivalents | 1,294.0 | 276.1 |
| Cash and cash equivalents at beginning of period | 2,638.8 | 948.3 |
| Cash and cash equivalents at end of period | $ 3,932.8 | $ 1,224.4 |

See accompanying notes to unaudited condensed consolidated financial statements

**Note 1. Basis of Presentation**

The unaudited condensed consolidated financial statements of Marvell Technology, Inc. ("MTI"), a Delaware corporation, and its wholly owned subsidiaries (the "Company"), as of and for the three and six months ended August 1, 2026, have been prepared as required by the U.S. Securities and Exchange Commission (the "SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") have been condensed or omitted as permitted by the SEC. These unaudited condensed consolidated financial statements and related notes should be read in conjunction with the Company's fiscal 2026 audited financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2026. In the opinion of management, the financial statements include all adjustments, including normal recurring adjustments and other adjustments, that are considered necessary for fair presentation of the Company's financial position and results of operations. All inter-company accounts and transactions have been eliminated. Operating results for the periods presented herein are not necessarily indicative of the results that may be expected for the entire year. Certain prior period amounts have been reclassified to conform to current period presentation. These financial statements should also be read in conjunction with the Company's critical accounting policies included in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2026 and those included in this Quarterly Report on Form 10-Q below. All dollar amounts in the financial statements and tables in these notes, except per share amounts, are stated in millions of U.S. dollars unless otherwise noted.

The Company's fiscal year is the 52- or 53-week period ending on the Saturday closest to January 31. Accordingly, every fifth or sixth fiscal year will have a 53-week period. The additional week in a 53-week year is added to the fourth quarter, making such quarter consist of 14 weeks. Fiscal 2026 had a 52-week year. Fiscal 2027 is a 52-week year.

On February 2, 2026, the Company completed the acquisition of Celestial AI, Inc. ("Celestial"), a provider of a Photonic Fabric™ technology platform purpose-built for next-generation scale-up interconnect. The acquisition of Celestial is expected to accelerate the Company's connectivity strategy for next-generation AI and cloud data centers. The unaudited condensed consolidated financial statements include the operating results of Celestial for the period from date of acquisition through the Company's second quarter ended August 1, 2026. See "Note 4 – Business Combinations" and "Note 5 – Goodwill and Acquired Intangible Assets, Net" for more information.

On February 10, 2026, the Company completed the acquisition of XConn Technologies Holdings, Ltd. ("XConn"), a provider of advanced peripheral component interconnect express ("PCIe") and compute express link ("CXL") switching silicon, which expands the Company's switching portfolio and augments the Company's Ultra Accelerator Link™ ("UALink™") scale-up switch team. The unaudited condensed consolidated financial statements include the operating results of XConn for the period from date of acquisition through the Company's second quarter ended August 1, 2026. See "Note 4 – Business Combinations" and "Note 5 – Goodwill and Acquired Intangible Assets, Net" for more information.

***Use of Estimates***

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, the Company evaluates its estimates, including those related to revenue recognition, provisions for sales returns and allowances, inventory excess and obsolescence, contingent consideration, goodwill and other intangible assets, forward stock purchase contract, restructuring, government incentives, income taxes, litigation and other contingencies. Actual results could differ from these estimates and such differences could affect the results of operations reported in future periods. In the current macroeconomic environment, these estimates could require increased judgment and carry a higher degree of variability and volatility. As events continue to evolve and additional information becomes available, these estimates may change materially in future periods.

***Significant Accounting Policies***

There have been no material changes to our significant accounting policies from the information provided in "Note 2 – Significant Accounting Policies" of the Notes to Consolidated Financial Statements set forth in Part II, Item 8 included in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2026, except as described below.

*Derivative Financial Instruments*

The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value. For derivative instruments that hedge the exposure to variability in expected future cash flows and are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income (loss) in the statement of stockholders' equity and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument is recognized in current earnings. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions. Derivatives that are not designated as hedges are remeasured at fair value at each reporting period through earnings in the statement of operations and through cash provided by operating activities in the statements of cash flows.

**Note 2. Recent Accounting Pronouncements**

***Accounting Pronouncements Not Yet Effective***

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses* requiring disaggregated disclosure of certain expense captions into specified categories in the notes to financial statements on an annual and interim basis. The ASU is effective for fiscal years beginning after December 15, 2026 with updates to be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company is evaluating the impact that this new standard will have on the Company's consolidated financial statements.

In May 2025, the FASB issued ASU 2025-04, *Compensation—Stock Compensation (Topic 718) and Revenue from Contracts with Customers (Topic 606): Clarifications to Share-Based Consideration Payable to a Customer* to reduce diversity in practice and improve the decision usefulness and operability of the guidance for share-based consideration payable to a customer in conjunction with selling goods or services. The ASU is effective for fiscal years beginning after December 15, 2026 with updates to be applied on a retrospective or modified retrospective basis. Early adoption is permitted. The Company is evaluating the impact that this new standard will have on the Company's consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40)*: *Targeted Improvements to the Accounting for Internal-Use Software*. This ASU makes targeted improvements that clarify and modernize the accounting for costs related to internal-use software. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, and interim periods within those annual periods, on either a prospective, retrospective, or modified basis. Early adoption is permitted. The Company is evaluating the impact that this new standard will have on the Company's consolidated financial statements.

In December 2025, the FASB issued ASU 2025-10, *Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities.* This ASU establishes the accounting and presentation for government grants received by a business entity. This ASU will be effective for fiscal years beginning after December 15, 2028, and interim periods within those fiscal years. Early adoption is permitted. This ASU provides for adoption either on a modified prospective, modified retrospective, or retrospective basis. The Company is evaluating the impact that this new standard will have on the Company's consolidated financial statements.

**Note 3. Revenue**

***Disaggregation of Revenue***

The majority of the Company’s revenue is generated from sales of the Company’s products.

The following table summarizes net revenue disaggregated by end market (in millions, except percentages):

| | Three Months Ended | | | | Six Months Ended | | | |
|---|---|---|---|---|---|---|---|---|
| | August 1, 2026 | % of Total | August 2, 2025 | % of Total | August 1, 2026 | % of Total | August 2, 2025 | % of Total |
| **Net revenue by end market:** | | | | | | | | |
| Data center | $ 2,171.5 | 79 % | $ 1,490.5 | 74 % | $ 4,004.2 | 78 % | $ 2,931.1 | 75 % |
| Communications and other | 567.8 | 21 % | 515.6 | 26 % | 1,152.9 | 22 % | 970.3 | 25 % |
| | $ 2,739.3 | | $ 2,006.1 | | $ 5,157.1 | | $ 3,901.4 | |

The following table summarizes net revenue disaggregated by primary geographical market based on destination of shipment (in millions, except percentages):

| | Three Months Ended | | | | Six Months Ended | | | |
|---|---|---|---|---|---|---|---|---|
| | August 1, 2026 | % of Total | August 2, 2025 | % of Total | August 1, 2026 | % of Total | August 2, 2025 | % of Total |
| **Net revenue based on destination of shipment:** | | | | | | | | |
| China | $ 1,161.5 | 42 % | $ 583.4 | 29 % | $ 2,219.4 | 43 % | $ 1,292.3 | 33 % |
| Taiwan | 456.8 | 17 % | 541.2 | 27 % | 976.5 | 19 % | 868.5 | 22 % |
| Singapore | 337.3 | 12 % | 141.5 | 7 % | 497.3 | 10 % | 304.6 | 8 % |
| United States | 190.8 | 7 % | 310.8 | 15 % | 361.3 | 7 % | 616.0 | 16 % |
| Other | 592.9 | 22 % | 429.2 | 22 % | 1,102.6 | 21 % | 820.0 | 21 % |
| | $ 2,739.3 | | $ 2,006.1 | | $ 5,157.1 | | $ 3,901.4 | |

These destinations of shipment are not necessarily indicative of the geographic location of the Company’s end customers or the country in which the Company’s end customers sell devices containing the Company’s products. For example, a substantial majority of the shipments made to China relate to sales to non-China based customers that have factories or contract manufacturing operations located within China. Net revenue for individual countries included in Other did not exceed 10% of the Company’s net revenue for any of the fiscal periods presented.

The following table summarizes net revenue disaggregated by customer type (in millions, except percentages):

| | Three Months Ended | | | | Six Months Ended | | | |
|---|---|---|---|---|---|---|---|---|
| | August 1, 2026 | % of Total | August 2, 2025 | % of Total | August 1, 2026 | % of Total | August 2, 2025 | % of Total |
| **Net revenue by customer type:** | | | | | | | | |
| Direct customers | $ 1,364.9 | 50 % | $ 1,191.4 | 59 % | $ 2,553.8 | 50 % | $ 2,260.7 | 58 % |
| Distributors | 1,374.4 | 50 % | 814.7 | 41 % | 2,603.3 | 50 % | 1,640.7 | 42 % |
| | $ 2,739.3 | | $ 2,006.1 | | $ 5,157.1 | | $ 3,901.4 | |

***Contract Liabilities***

Contract liabilities consist of the Company’s obligation to transfer goods or services to a customer for which the Company has received consideration or the amount is due from the customer. Contract liability balances are comprised of deferred revenue. The amount of revenue recognized during the six months ended August 1, 2026 that was included in the deferred revenue balance at January 31, 2026 was not material.

As of the end of a reporting period, some of the performance obligations associated with contracts will have been unsatisfied or only partially satisfied. The Company has elected the practical expedient and does not disclose the value of unsatisfied performance obligations for contracts with an original expected duration of one year or less.

***Customer Warrant***

During fiscal 2025, the Company issued a warrant to a customer for the purchase of up to 4.2 million shares (“Fiscal 2025 Warrant Shares”) of the Company’s common stock at an exercise price of $87.77 per share. The warrant has an exercise term of seven years and a vesting term of five years. The Fiscal 2025 Warrant Shares vest primarily based on the customer’s achievement of qualifying product revenue milestones and are recognized as a reduction to revenue as qualifying revenues are recognized during the vesting term. The grant date fair value of the warrant was determined to be $54.44 per share and a total fair value of $227.6 million using the Black-Scholes option pricing model. A total of 1.2 million Fiscal 2025 Warrant Shares were vested as of August 1, 2026.

During fiscal 2026, the Company issued a warrant to a customer for the purchase of up to 1.0 million shares (“Fiscal 2026 Warrant Shares”) of the Company’s common stock at an exercise price of $87.00 per share. The warrant has an exercise term of six years and a vesting term of five years. The Fiscal 2026 Warrant Shares vest based on the customer’s achievement of qualifying product revenues are recognized during the vesting term. The grant date fair value of the warrant was determined to be $53.02 per share and a total fair value of $55.4 million using the Black-Scholes option pricing model. None of the Fiscal 2026 Warrant Shares have vested as of August 1, 2026.

**Note 4. Business Combinations**

The following acquisitions were accounted for as business combinations under ASC 805. In accordance with U.S. GAAP requirements for business combinations, the Company allocated the fair value of the purchase consideration, including any contingent consideration, to the tangible assets, liabilities and intangible assets acquired, including in-process research and development (“IPR&D”), generally based on their estimated fair values. The excess purchase price over those fair values is recorded as goodwill. The accounting for business combinations requires management to make significant estimates and assumptions, especially with respect to the fair value of intangible assets and contingent consideration. Acquisition-related costs are expensed in the periods in which such costs are incurred, and recorded in selling, general and administrative expense in the unaudited condensed consolidated statements of operations. See “Note 5 – Goodwill and Acquired Intangible Assets, Net” for additional information.

***Celestial AI***

On February 2, 2026, the Company completed the acquisition of Celestial AI, Inc. (“Celestial”), a provider of a Photonic Fabric™ technology platform purpose-built for next-generation scale-up interconnect, for a total purchase consideration of $3.5 billion. The acquisition of Celestial is expected to accelerate the Company’s connectivity strategy for next-generation AI and cloud data centers. In accordance with the terms of the Agreement and Plan of Reorganization dated December 2, 2025 (the “Celestial Merger Agreement”), the Company issued shares of its common stock and paid cash in exchange for all outstanding equity of Celestial, including shares of Celestial’s preferred and common stock, employee equity awards and warrants.

Contingent on the achievement of specified revenue milestones, the Company may be required to pay additional cash and issue additional shares of its common stock through fiscal 2029. Contingent consideration liability was initially measured at fair value at the acquisition date and included as part of consideration transferred. The contingent consideration liability will be remeasured at fair value at each reporting date with changes recognized in Other expense, net in the Company’s unaudited condensed consolidated statements of operations. See “Note 6 – Fair Value Measurements” for additional information.

The factors contributing to the recognition of goodwill were based upon the Company's conclusion that there are strategic and synergistic benefits that are expected to be realized from the acquisition. Goodwill recorded for the Celestial acquisition is not expected to be deductible for tax purposes.

The following table summarizes the total purchase consideration for Celestial (in millions):

| | | |
|---|---|---|
| Cash consideration (1) | $ | 1,276.0 |
| Common stock issued (24.5 million shares of the Company's common stock) | | 1,929.0 |
| Stock consideration for replacement equity awards attributable to pre-combination service | | 12.9 |
| Contingent consideration | | 315.8 |
| Total purchase consideration | | 3,533.7 |
| Less: Cash and cash equivalents acquired | | (302.8) |
| Total purchase consideration, net of cash acquired | $ | 3,230.9 |

(1) During the second quarter of fiscal 2027, the Company recognized a measurement period adjustment of $3.7 million related to the final settlement of the revised holdback liability which reduced cash consideration.

The purchase consideration allocation set forth herein is preliminary and may be revised with adjustments to goodwill as additional information becomes available during the measurement period from the closing date of the acquisition to finalize such preliminary estimates. Any such revisions or changes may be material.

The purchase price allocation for Celestial is as follows (in millions):

| | Previously Reported May 2, 2026 (Preliminary) | Measurement Period Adjustment | August 1, 2026 |
|---|---|---|---|
| Cash and cash equivalents | $ 302.8 | $ — | $ 302.8 |
| Goodwill | 2,404.4 | (10.2) | 2,394.2 |
| Acquired intangible assets, net | 951.0 | — | 951.0 |
| Deferred tax liabilities | (94.3) | (1.8) | (96.1) |
| Other, net | (26.5) | 8.3 | (18.2) |
| Total purchase consideration | $ 3,537.4 | $ (3.7) | $ 3,533.7 |

The preliminary amounts presented in the table above pertained to the preliminary purchase price allocation reported in the Company’s Form 10-Q for the quarter ended May 2, 2026. The measurement period adjustments were associated with a partial release of a holdback and adjustments for other prepayments and accruals, as well as the related impacts on the deferred tax liabilities. The Company does not believe that the measurement period adjustments have a material impact on its consolidated statements of operations, balance sheets, or cash flows in any periods previously reported.

In connection with the Celestial acquisition, the Company recognized $1.0 million and $30.1 million of acquisition-related transaction costs, which primarily consisted of legal and professional fees, during the three and six months ended August 1, 2026, respectively.

Revenue and earnings of Celestial since the acquisition date were not material.

*Unaudited Supplemental Pro Forma Information*

The unaudited supplemental pro forma financial information presents the combined results of operations as if Celestial had been acquired as of beginning of fiscal 2026. The pro forma information includes non-recurring adjustments for (i) amortization and depreciation for property and equipment and technology licenses, (ii) stock-based compensation expense, and (iii) acquisition related costs. For the six months ended August 1, 2026 and August 2, 2025, pro forma net income was $402.7 million and $242.7 million, respectively.

The unaudited supplemental pro forma financial information is for illustrative purposes only and is not necessarily indicative of the financial position or results of operations that would have been realized if the Celestial acquisition had been completed on the date indicated, does not reflect synergies that might have been achieved, nor is it indicative of future operating results or financial position. The pro forma adjustments are based upon currently available information and certain assumptions the Company believes are reasonable under the circumstances.

***XConn***

On February 10, 2026, the Company completed the acquisition of XConn Technologies Holdings, Ltd. (“XConn”), a provider of advanced PCIe and CXL switching silicon, for a total purchase consideration of $469.0 million. The acquisition of XConn expands the Company's switching portfolio and augments the Company's UALink™ scale-up switch team. In accordance with the terms of the Agreement and Plan of Reorganization dated January 5, 2026 (the “XConn Merger Agreement”), the Company issued shares of its common stock and paid cash in exchange for all outstanding equity of XConn, including shares of XConn’s preferred and common stock and employee equity awards.

The factors contributing to the recognition of goodwill were based upon the Company's conclusion that there are strategic and synergistic benefits that are expected to be realized from the acquisition. Goodwill recorded for the XConn acquisition is not expected to be deductible for tax purposes.

The following table summarizes the total purchase consideration for XConn (in millions):

| | | |
|---|---|---|
| Cash consideration | $ | 272.1 |
| Common stock issued (2.1 million shares of the Company's common stock) | | 168.9 |
| Stock consideration for replacement equity awards attributable to pre-combination service | | 20.5 |
| Settlement of pre-existing contractual relationship | | 7.5 |
| Total purchase consideration | | 469.0 |
| Less: Cash acquired | | (0.6) |
| Total purchase consideration, net of cash acquired | $ | 468.4 |

The purchase consideration allocation set forth herein is preliminary and may be revised with adjustments to goodwill as additional information becomes available during the measurement period from the closing date of the acquisition to finalize such preliminary estimates. Any such revisions or changes may be material.

The purchase price allocation for XConn is as follows (in millions):

| | | |
|---|---|---|
| Goodwill | $ | 394.9 |
| Acquired intangible assets, net | | 81.0 |
| Other, net | | (6.9) |
| Total purchase consideration | $ | 469.0 |

Acquisition-related transaction costs in connection with the XConn acquisition were not material for the six months ended August 1, 2026. Pro forma financial information, as well as the revenue and earnings of XConn since the acquisition date, were not material for the periods presented.

**Note 5. Goodwill and Acquired Intangible Assets, Net**

***Goodwill***

Goodwill represents the excess of the purchase price over the fair value of the net tangible and identifiable intangible assets acquired in a business combination. The carrying value of goodwill as of August 1, 2026 and January 31, 2026 was $13.9 billion and $11.1 billion, respectively. During the first quarter of fiscal 2027, the Company completed the acquisitions of Celestial and XConn, and an immaterial acquisition, which collectively increased goodwill by approximately $2.8 billion. During the second quarter of fiscal 2027, goodwill decreased due to measurement period adjustments. See “Note 4 – Business Combinations” for further information.

***Acquired Intangible Assets, Net***

In connection with the Celestial and XConn acquisitions in the first quarter of fiscal 2027, the Company acquired $1.0 billion of intangible assets as follows (in millions, except for weighted-average useful life as of acquisition date):

| | Celestial | XConn | Total | Weighted-Average Useful Life (Years) |
|---|---|---|---|---|
| Developed technology | $ — | $ 31.0 | $ 31.0 | 4.0 |
| Customer contracts and related relationships | — | 4.0 | 4.0 | 1.0 |
| In-process research and development | 951.0 | 46.0 | 997.0 | n/a |
| | $ 951.0 | $ 81.0 | $ 1,032.0 | |

As of August 1, 2026 and January 31, 2026, net carrying amounts excluding fully amortized intangible assets are as follows (in millions, except for weighted-average remaining amortization period):

| | August 1, 2026 | | | |
|---|---|---|---|---|
| | Gross Carrying Amounts | Accumulated Amortization | Net Carrying Amounts | Weighted-Average Remaining Amortization Period (Years) |
| Developed technologies | $ 3,231.0 | $ (2,414.6) | $ 816.4 | 3.4 |
| Customer contracts and related relationships | 2,005.0 | (1,771.8) | 233.2 | 1.0 |
| Total acquired amortizable intangible assets | $ 5,236.0 | $ (4,186.4) | $ 1,049.6 | 2.9 |
| In-process research and development | 1,297.0 | — | 1,297.0 | n/a |
| Total acquired intangible assets | $ 6,533.0 | $ (4,186.4) | $ 2,346.6 | |

| | January 31, 2026 | | | |
|---|---|---|---|---|
| | Gross Carrying Amounts | Accumulated Amortization and Impairment | Net Carrying Amounts | Weighted-Average Remaining Amortization Period (Years) |
| Developed technologies | $ 4,625.0 | $ (3,546.0) | $ 1,079.0 | 3.3 |
| Customer contracts and related relationships | 2,001.0 | (1,627.5) | 373.5 | 1.4 |
| Trade names | 50.0 | (47.8) | 2.2 | 0.2 |
| Total acquired amortizable intangible assets | $ 6,676.0 | $ (5,221.3) | $ 1,454.7 | 2.8 |
| In-process research and development | 300.0 | — | 300.0 | n/a |
| Total acquired intangible assets | $ 6,976.0 | $ (5,221.3) | $ 1,754.7 | |

The intangible assets are amortized on a straight-line basis over the estimated useful lives, except for certain customer contracts and related relationships, which are amortized using an accelerated method of amortization over the expected customer lives, which more closely align with the pattern of realization of economic benefits expected to be obtained. Each IPR&D will be accounted for as an indefinite-lived intangible asset and will not be amortized until the underlying project reaches technological feasibility and commercial production, at which point, the IPR&D is reclassified as an amortizable acquired intangible asset and amortized over the asset's estimated useful life. Useful lives for these IPR&D projects are expected to range between 6 to 13 years. In the event the IPR&D is abandoned, the related assets will be written off.

Amortization expense for acquired intangible assets for the three and six months ended August 1, 2026 was $214.9 million and $440.1 million, respectively. Amortization expense for acquired intangible assets for the three and six months ended August 2, 2025 was $243.7 million and $489.4 million, respectively.

The following table presents the estimated future amortization expense of acquired amortizable intangible assets as of August 1, 2026 (in millions):

| Fiscal Year | Amount |
|---|---|
| Remainder of 2027 | $ 385.3 |
| 2028 | 292.7 |
| 2029 | 139.6 |
| 2030 | 117.2 |
| 2031 | 60.8 |
| Thereafter | 54.0 |
| | $ 1,049.6 |

**Note 6. Fair Value Measurements**

Fair value is an exit price representing the amount that would be received in the sale of an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. As a basis for considering such assumptions, the accounting guidance establishes a three-tier value hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

Level 1 — Observable inputs that reflect quoted prices for identical assets or liabilities in active markets.

Level 2 — Other inputs that are directly or indirectly observable in the marketplace.

Level 3 — Unobservable inputs that are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The tables below set forth, by level, the Company’s assets that are measured at fair value on a recurring basis. The tables do not include assets that are measured at historical cost or any basis other than fair value (in millions):

| | Fair Value Measurements at August 1, 2026 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| Items measured at fair value on a recurring basis: | | | | |
| Assets | | | | |
| Cash equivalents: | | | | |
| Time deposits | $ — | $ 194.0 | $ — | $ 194.0 |
| Prepaid expenses and other current assets: | | | | |
| Forward stock purchase contract | — | — | 131.0 | 131.0 |
| Other non-current assets: | | | | |
| Marketable equity investments | 25.5 | — | — | 25.5 |
| Securities under the NQDC plan | 9.1 | — | — | 9.1 |
| Severance pay fund | — | 0.8 | — | 0.8 |
| Total assets | $ 34.6 | $ 194.8 | $ 131.0 | $ 360.4 |
| Liabilities | | | | |
| Other non-current liabilities: | | | | |
| Contingent consideration liability | $ — | $ — | $ 749.5 | $ 749.5 |
| Total liabilities | $ — | $ — | $ 749.5 | $ 749.5 |

| | Fair Value Measurements at January 31, 2026 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| Items measured at fair value on a recurring basis: | | | | |
| Assets | | | | |
| Cash equivalents: | | | | |
| Time deposits | $ — | $ 72.7 | $ — | $ 72.7 |
| Other non-current assets: | | | | |
| Marketable equity investments | 21.7 | — | — | 21.7 |
| Securities under the NQDC plan | 3.9 | — | — | 3.9 |
| Severance pay fund | — | 0.7 | — | 0.7 |
| Total assets | $ 25.6 | $ 73.4 | $ — | $ 99.0 |

The Company’s Level 1 assets include marketable equity investments and securities under the Company’s non-qualified deferred compensation (“NQDC”) plan, which are classified as other non-current assets and valued primarily using quoted market prices. The Company’s Level 2 assets include time deposits, as the market inputs used to value these instruments consist of market yield. In addition, the severance pay fund is classified within Level 2 of the fair value hierarchy as the valuation inputs are based on quoted prices and market observable data of similar instruments.

The contingent consideration liability associated with the Celestial acquisition is classified as Level 3 in the fair value hierarchy as the Company uses unobservable inputs in estimating the fair value using the Monte Carlo simulation valuation model. Critical estimates and inputs used for the valuation of contingent consideration include forecasted revenue, probability of achievement, stock price volatility, the Company’s stock price and other relevant assumptions and inputs. A significant change in any of these assumptions or relevant inputs could have a material impact to the fair value of the contingent consideration liability. Under the contingent consideration arrangement, the maximum potential settlement is approximately $233.0 million of undiscounted cash consideration and approximately 22.4 million shares of the Company’s common stock. See “Note 4 – Business Combinations” for further information.

The following table presents the changes in contingent consideration liability (in millions):

| | Three months ended August 1, 2026 | Six months ended August 1, 2026 |
|---|---|---|
| Balance at beginning of period | $ 647.6 | $ — |
| Initial measurement on acquisition date | — | 315.8 |
| Change in fair value | 101.9 | 433.7 |
| Balance at August 1, 2026 | $ 749.5 | $ 749.5 |

In April 2026, the Company entered into a cash-settled forward stock purchase contract to manage its exposure to changes in the Company’s stock price related to the contingent consideration arrangement associated with the Celestial acquisition. The contract has a notional amount of $300.0 million and a term of twelve months. The forward stock purchase contract is classified within Level 3 of the fair value hierarchy because the Monte Carlo simulation valuation model uses historical stock price volatility and the Company’s credit spread, both of which are unobservable inputs. The use of observable inputs in place of the unobservable inputs in the Company’s valuation model would not materially change the fair value. During the three and six months ended August 1, 2026, the Company recognized an unrealized gain of $49.9 million and $131.0 million, respectively, related to the forward stock purchase contract, which was recorded in Other expense, net in the Company’s unaudited condensed consolidated statements of operations.

The carrying value of investments in non-marketable equity securities recorded to fair value on a non-recurring basis is adjusted for observable transactions for identical or similar investments of the same issuer or for impairment. These securities relate to equity investments in privately-held companies. These items measured at fair value on a non-recurring basis are classified as Level 3 in the fair value hierarchy because the value is estimated based on valuation methods using the observable transaction price at the transaction date and other unobservable inputs such as volatility, rights and obligations of the securities held. As of August 1, 2026 and January 31, 2026, non-marketable equity investments had a carrying value of $156.2 million and $129.6 million, respectively, and are included in other non-current assets in the Company's unaudited condensed consolidated balance sheets. Unrealized net gain including observable price changes for the three and six months ended August 1, 2026 and August 2, 2025 was not material.

***Fair Value of Debt***

The Company classified its senior notes as Level 2 in the fair value hierarchy as there are quoted prices from less active markets for the notes. The estimated aggregate fair value of the unsecured senior notes was $4.9 billion at August 1, 2026 and $4.5 billion at January 31, 2026. See "Note 7 – Debt" for additional information.

**Note 7. Debt**

***Summary of Borrowings and Outstanding Debt***

The following table summarizes the Company's outstanding debt at August 1, 2026 and January 31, 2026 (in millions):

| | Effective Interest Rate | August 1, 2026 | January 31, 2026 |
|---|---|---|---|
| Face Value Outstanding: | | | |
| 4.875% MTG/MTI 2028 Senior Notes | 4.940% / 4.988% | $ 499.9 | $ 499.9 |
| 1.650% 2026 Senior Notes | 1.839% | — | 500.0 |
| 2.450% 2028 Senior Notes | 2.554% | 750.0 | 750.0 |
| 5.750% 2029 Senior Notes | 5.891% | 500.0 | 500.0 |
| 4.750% 2030 Senior Notes | 4.880% | 500.0 | 500.0 |
| 2.950% 2031 Senior Notes | 3.043% | 750.0 | 750.0 |
| 5.950% 2033 Senior Notes | 6.082% | 500.0 | 500.0 |
| 5.450% 2035 Senior Notes | 5.531% | 500.0 | 500.0 |
| 5.300% 2036 Senior Notes | 5.358% | 1,000.0 | — |
| Total borrowings | | $ 4,999.9 | $ 4,499.9 |
| Less: Unamortized debt discount and issuance cost | | (37.0) | (29.3) |
| Net carrying amount of debt | | $ 4,962.9 | $ 4,470.6 |
| Less: Current portion (1) | | — | 499.8 |
| Non-current portion | | $ 4,962.9 | $ 3,970.8 |

(1) The weighted-average interest rate on short-term debt outstanding at January 31, 2026 was 1.650%.

***2025 Revolving Credit Facility***

On June 30, 2025, the Company entered into an agreement to amend and restate the credit facility to increase the borrowing capacity to $1.5 billion (as so amended and restated, the "2025 Revolving Credit Facility"). The 2025 Revolving Credit Facility has a 5-year term and a stated floating interest rate which equates to an adjusted term SOFR plus an applicable margin. The borrowings from the 2025 Revolving Credit Facility will be used for general corporate purposes of the Company. The Company may prepay any borrowings at any time without premium or penalty. An unused commitment fee is payable quarterly based on unused balances at a rate that is based on the ratings of the Company's senior unsecured long-term indebtedness. The annual unused commitment fee rate was 0.125% at August 1, 2026.

As of August 1, 2026, the 2025 Revolving Credit Facility was undrawn and is available for draw down through June 30, 2030.

The 2025 Revolving Credit Facility requires that the Company and its subsidiaries comply with covenants relating to customary matters. As of August 1, 2026, the Company was in compliance with its debt covenants for the revolving line of credit agreement.

***2026 Senior Unsecured Notes***

The 2026 Senior Notes, due on April 15, 2026, which had a remaining principal of $500.0 million, were repaid in full during the first quarter of fiscal 2027.

***2036 Senior Unsecured Notes***

On April 15, 2026, the Company completed an offering of $1.0 billion aggregate principal amount of the Company's 5.300% Senior Notes due 2036 (the "2036 Senior Notes").

The 2036 Senior Notes have a 10-year term and mature on April 15, 2036. The stated and effective interest rates for the 2036 Senior Notes are 5.300% and 5.358%, respectively. The Company may redeem the 2036 Senior Notes, in whole or in part, at any time prior to their maturity at the redemption prices set forth in the 2036 Senior Notes. In addition, upon the occurrence of a change of control repurchase event (which involves the occurrence of both a change of control and a ratings event involving the 2036 Senior Notes being rated below investment grade), the Company will be required to make an offer to repurchase the 2036 Senior Notes at a price equal to 101% of the principal amount of the 2036 Senior Notes, plus accrued and unpaid interest to, but excluding, the repurchase date. The indenture governing the 2036 Senior Notes also contains certain limited covenants restricting the Company's ability to incur certain liens, merge or consolidate with any other entity or convey, transfer or lease all or substantially all of the Company's properties or assets to another person, which, in each case, are subject to certain qualifications and exceptions. As of August 1, 2026, the Company had $1.0 billion borrowings outstanding from the 2036 Senior Notes.

***Interest Expense and Future Contractual Maturities***

During the three and six months ended August 1, 2026, the Company recognized $58.9 million and $108.9 million, respectively, of interest expense in its unaudited condensed consolidated statements of operations related to interest, amortization of debt issuance costs and accretion of discount associated with the outstanding debt.

During the three and six months August 2, 2025, the Company recognized $46.8 million and $91.6 million, respectively, of interest expense in its unaudited condensed consolidated statements of operations related to interest, amortization of debt issuance costs and accretion of discount associated with the outstanding debt.

As of August 1, 2026, the aggregate future contractual maturities of the Company’s outstanding debt, at face value, are as follows (in millions):

| Fiscal Year | Amount |
|---|---|
| Remainder of 2027 | $ — |
| 2028 | — |
| 2029 | 1,249.9 |
| 2030 | 500.0 |
| 2031 | 500.0 |
| Thereafter | 2,750.0 |
| Total | $ 4,999.9 |

For additional information about the Company’s debt, see “Note 7 – Debt” in the Notes to Consolidated Financial Statements within Part II, Item 8 of the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

**Note 8. Restructuring**

The Company continuously evaluates its existing operations to increase operational efficiency, decrease costs and increase profitability. A restructuring plan was initiated during the third quarter of fiscal 2025 (the "Fiscal 2025 Plan") to increase research and development investment in the data center end market and reduce investment in new product development in other end markets including the cancellation of certain future product releases. Restructuring charges were mainly comprised of impairment and write-off of acquired intangible assets, purchased technology licenses, inventories, property and equipment and other non-current assets, as well as recognition of contractual obligations, severance, other one-time termination benefits, and other costs. The Company expects the Fiscal 2025 Plan to be substantially completed by the end of fiscal 2027.

During the three months ended August 1, 2026 the Company recognized a net restructuring related gain of $3.0 million related to changes in accrual estimates. During the six months ended August 1, 2026, the Company recognized a net restructuring expense of $5.7 million relating to contractual obligation offset by the changes in accrual estimates.

During the three months ended August 2, 2025, the Company recognized net restructuring related charges of $8.7 million, mainly comprised of employee severance and related costs, and recognition of contractual obligations. During the six months ended August 2, 2025, the Company recognized a net restructuring gain of $3.6 million, mainly comprised of a gain on the sale of property affected by restructuring actions associated with project and facility reductions to optimize resources, partially offset by employee severance and related costs, and recognition of contractual obligations.

The following table sets forth a reconciliation of the beginning and ending restructuring liability balances by major type of cost associated with the restructuring charges (in millions):

| | Employee Severance and Related Costs | Other Exit-Related Costs | Total |
|---|---|---|---|
| Balance at January 31, 2026 | $ 0.4 | $ 257.1 | $ 257.5 |
| Charges | 0.8 | 4.9 | 5.7 |
| Net cash payments | (0.8) | (24.0) | (24.8) |
| Balance at August 1, 2026 | 0.4 | 238.0 | 238.4 |
| Less: non-current portion | — | 175.7 | 175.7 |
| Current portion | $ 0.4 | $ 62.3 | $ 62.7 |

The current portion of the restructuring liability is comprised of $57.3 million and $5.4 million included as components of accrued liabilities and accounts payable, respectively, and the non-current portion of the restructuring liability is included as a component of other non-current liabilities in the accompanying unaudited condensed consolidated balance sheets.

**Note 9. Commitments and Contingencies**

***Warranty Obligations***

The Company generally warrants that its products sold to its customers will conform to its approved specifications and be free from defects in material and workmanship under normal use and conditions for one year. The Company may offer a longer warranty period in limited situations based on product type and negotiated warranty terms with certain customers.

***Commitments***

The Company's commitments primarily consist of wafer purchase obligations with foundry partners, supply capacity reservation payment commitments with foundries and test and assembly partners, technology license fee obligations and minimum purchase commitments under technology service agreements. Under the Company's manufacturing relationships with its foundry partners, cancellation of outstanding purchase orders is allowed but requires payment of all costs and expenses incurred through the date of cancellation, and in some cases, may result in incremental fees, loss of amounts paid in advance, or loss of priority to reserved capacity for a period of time. Such purchase commitments are summarized in the following table.

Future unconditional purchase commitments as of August 1, 2026, are as follows (in millions):

| Fiscal Year | Purchase Commitments to Foundries and Test and Assembly Partners | Technology Services and License Fees |
|---|---|---|
| Remainder of 2027 | $ 1,829.3 | $ 94.1 |
| 2028 | 2,125.4 | 196.4 |
| 2029 | 2,178.3 | 146.1 |
| 2030 | 2,201.8 | 132.4 |
| 2031 | 66.0 | 63.4 |
| Thereafter | 118.1 | 33.9 |
| Total unconditional purchase commitments | $ 8,518.9 | $ 666.3 |

Technology license fees include the liabilities under agreements for technology licenses between the Company and various vendors.

In addition, as of August 1, 2026, the Company had approximately $351.6 million of commitments for capital expenditures, the majority of which are expected to be paid within the next twelve months.

***Contingencies and Legal Proceedings***

The Company currently is, and may from time to time become, subject to claims, lawsuits, governmental inquiries, inspections or investigations and other legal proceedings (collectively, "Legal Matters") arising in the course of its business. Such Legal Matters, even if not meritorious, could result in the expenditure of significant financial and managerial resources.

The Company is currently unable to predict the final outcome of its pending Legal Matters and therefore cannot determine the likelihood of loss or estimate a range of possible loss, except with respect to amounts where it has determined a loss is both probable and estimable and has made an accrual. The Company evaluates, at least on a quarterly basis, developments in its Legal Matters that could affect the amount of any accrual, as well as any developments that would result in a loss contingency to become both probable and reasonably estimable. The ultimate outcome of its pending Legal Matters involves judgments, estimates and inherent uncertainties. An unfavorable outcome in a Legal Matter could require the Company to pay damages or could prevent the Company from selling some of its products in certain jurisdictions. While the Company cannot predict with certainty the results of the Legal Matters in which it is currently involved, the Company does not expect that the ultimate costs to resolve these Legal Matters will individually or in the aggregate have a material adverse effect on its financial condition, however, there can be no assurance that the current or any future Legal Matters will be resolved in a manner that is not adverse to the Company's business, financial statements, results of operations or cash flows.

***Indemnities, Commitments and Guarantees***

During its normal course of business, the Company has made certain indemnities, commitments and guarantees under which it may be required to make payments in relation to certain transactions. These indemnities may include indemnities for general commercial obligations, indemnities to various lessors in connection with facility leases for certain claims arising from such facility or lease, and indemnities to directors and officers of the Company to the maximum extent permitted under the laws of Delaware. In addition, the Company has contractual commitments to various customers, which could require the Company to incur costs to repair an epidemic defect with respect to its products outside of the normal warranty period if such defect were to occur. The duration of these indemnities, commitments and guarantees varies, and in certain cases, is indefinite. Some of these indemnities, commitments and guarantees do not provide for any limitation of the maximum potential future payments that the Company could be obligated to make. In general, the Company does not record any liability for these indemnities, commitments and guarantees in the accompanying unaudited condensed consolidated balance sheets as the amounts cannot be reasonably estimated and are not considered probable. The Company does, however, accrue for losses for any known contingent liability, including those that may arise from indemnification provisions, when future payment is probable and estimable.

***Intellectual Property Indemnification***

In addition to the above indemnities, the Company has agreed to indemnify certain customers for claims made against the Company's products where such claims allege infringement of third-party intellectual property rights, including, but not limited to, patents, registered trademarks, and/or copyrights. Under the aforementioned indemnification clauses, the Company may be obligated to defend the customer and pay for the damages awarded against the customer as well as the attorneys' fees and costs under an infringement claim. The Company's indemnification obligations generally do not expire after termination or expiration of the agreement containing the indemnification obligation. Generally, but not always, there are limits on and exceptions to the Company's potential liability for indemnification. Historically the Company has not made significant payments under these indemnification obligations and the Company cannot estimate the amount of potential future payments, if any, that it might be required to make as a result of these agreements. The maximum potential amount of any future payments that the Company could be required to make under these indemnification obligations could be significant.

**Note 10. Stockholders' Equity**

***Celestial Acquisition***

Following the Celestial acquisition and in accordance with the Celestial Merger Agreement, certain outstanding options to purchase shares of Celestial common stock, each granted under the Celestial AI Amended and Restated 2020 Equity Incentive Plan ("Celestial 2020 EIP"), were assumed by the Company and converted into options to purchase common shares of the Company. The Company filed a registration statement on February 4, 2026 to register 3.9 million common shares of the Company, issuable under the Celestial 2020 EIP, comprised of 3.1 million common shares issuable pursuant to the converted options under the Celestial 2020 EIP and 0.8 million common shares issuable pursuant to awards that may be granted, issued, purchased and/or settled under the Celestial 2020 EIP. The Celestial 2020 EIP provided for the grant of incentive stock options, restricted stock, and restricted stock units to employees, directors, and consultants, with awards generally vesting over 3 to 4 years and options generally having a term of 10 years.

The awards under the Celestial 2020 EIP assumed by the Company in the Celestial acquisition were measured at the acquisition date based on the estimated fair value of $203.0 million. A portion of that fair value, $12.9 million, which represented the pre-acquisition service provided by employees to Celestial, was included in the total consideration transferred as part of the acquisition. As of the acquisition date, the remaining portion of the fair value of those awards was $190.1 million, representing post-acquisition stock-based compensation expense that will be recognized as these employees provide service over the remaining vesting periods.

***XConn Acquisition***

Following the XConn acquisition and in accordance with the XConn Merger Agreement, certain outstanding options to purchase shares of XConn common stock, each granted under the XConn Amended and Restated 2021 Equity Incentive Plan ("XConn 2021 EIP"), were assumed by the Company and converted into options to purchase common shares of the Company. The Company filed a registration statement on February 20, 2026 to register 0.5 million common shares of the Company, issuable under the XConn 2021 EIP, comprised of 0.5 million common shares issuable upon exercise of convertible options under the XConn 2021 EIP, and 0.1 million common shares issuable pursuant to awards that may be granted, issued, purchased and/or settled under the XConn 2021 EIP. The XConn 2021 EIP provided for the grants incentive share options, nonstatutory share options, share appreciation rights, restricted shares, and restricted stock units to employees, non-employee directors, advisors and consultants with awards generally vest over 3 to 4 years and options generally having a term of 10 years.

The awards under the XConn 2021 EIP assumed by the Company in the XConn acquisition were measured at the acquisition date based on the estimated fair value of $35.4 million. A portion of that fair value, $20.5 million, which represented the pre-acquisition service provided by employees to XConn, was included in the total consideration transferred as part of the acquisition. As of the acquisition date, the remaining portion of the fair value of those awards was $15.0 million, representing post-acquisition share-based compensation expense that will be recognized as these employees provide service over the remaining vesting periods.

***Preferred and Common Stock***

Under the terms of the Company's Certificate of Incorporation, the Board of Directors may determine the rights, preferences, and terms of the Company's authorized shares of preferred stock.

As of August 1, 2026, the Company is authorized to issue 8.0 million shares of $0.002 par value preferred stock and 1.3 billion shares of $0.002 par value common stock.

On March 31, 2026, the Company completed the issuance and sale of 2.0 million shares of Series A Convertible Preferred Stock, par value $0.002 per share (the "Series A Preferred Stock"), to NVIDIA Corporation ("NVIDIA"), for an aggregate purchase price of $2.0 billion. Each share of Series A Preferred Stock has a stated value of $1,000 and is initially convertible, at the option of the holder, into shares of the Company's common stock at an initial conversion price of approximately $91.84 per share into an aggregate maximum of approximately 21.8 million shares of common stock, subject to the satisfaction of applicable regulatory requirements, including the expiration or termination of any applicable waiting period. Holders of the Series A Preferred Stock are entitled to receive dividends on an as-converted basis in the same manner as holders of common stock, if and when such dividends are declared. In the event of a liquidation, dissolution, or winding up of the Company, holders of the Series A Preferred Stock participate pro rata with holders of common stock on an as-converted basis. The Series A Preferred Stock has no redemption or preemptive rights. As of August 1, 2026, no shares of Series A Preferred Stock had been converted into common stock.

**Note 11. Income Tax**

The Company's tax provision for interim periods is determined using an estimate of its annual effective tax rate, adjusted for discrete items, if any, that arise during the period. Each quarter, the Company updates its estimate of the annual effective tax rate, and if the estimated annual effective tax rate changes, the Company makes a cumulative adjustment in such period. The Company's quarterly tax provision, and estimate of its annual effective tax rate, is subject to variation due to several factors, including variability in accurately predicting its pre-tax income or loss and the mix of jurisdictions to which they relate, intercompany transactions, changes in tax laws, the applicability of special tax regimes, changes in how the Company does business, discrete items, and acquisitions or divestitures, as well as the integration of acquisitions.

The Company recorded income tax expense of $70.3 million and $38.9 million for the three months ended August 1, 2026 and August 2, 2025, respectively. The increase in the Company's tax provision was primarily driven by an increase in its pre-tax earnings. The Company's estimated effective tax rate for the year differs from the U.S. statutory rate of 21% primarily due to a substantial portion of its earnings taxed at rates lower than the U.S. statutory rate, net of the impact of U.S. taxation of foreign operations, benefits from tax credits, non-deductible adjustments to contingent consideration liability, (net of the tax impacts of the Company's forward stock purchase contract), valuation allowance releases as well as discrete tax benefits and expenses for excess deductions and deficiencies on stock-based compensation.

The Company recorded income tax expense of $119.1 million and $76.9 million for the six months ended August 1, 2026 and August 2, 2025, respectively. The increase in the Company's tax provision was primarily driven by an increase in its pre-tax earnings. The Company's estimated effective tax rate for the year differs from the U.S. statutory rate of 21% primarily due to a substantial portion of its earnings taxed at rates lower than the U.S. statutory rate, net of the impact of U.S. taxation of foreign operations, benefits from tax credits, non-deductible adjustments to contingent consideration liability, (net of the tax impacts of the Company's forward stock purchase contract), valuation allowance releases as well as discrete tax benefits and expenses for excess deductions and deficiencies on stock-based compensation.

The Company is subject to legislation based on the Organization for Economic Cooperation and Development's 15% global minimum tax regime which applies to the majority of countries in which the Company operates. As a result of this legislation, the Company's foreign earnings are generally subject to a minimum tax rate of 15%. On January 5, 2026, the OECD released a comprehensive package of administrative guidance, including the "side-by-side system" that exempts U.S. parented multinational businesses from certain provisions of Pillar Two, specifically the Income Inclusion Rule and the Undertaxed Profits Rule. The OECD guidance provides that the side-by-side system will be effective for fiscal years beginning on or after January 1, 2026. In certain jurisdictions, local legislative action is needed to effectuate the "side by side system" and cannot be considered in the Company's accounting estimates until enactment. The effects of any future legislation in this area are not yet reasonably estimable, but if such legislation is enacted in the future could have a significant effect on the Company's provision for income taxes, the Company's financial results, and the Company's earnings and cash flows.

The One Big Beautiful Bill Act of 2025 (the "2025 Tax Act") was signed into law on July 4, 2025. The 2025 Tax Act makes permanent key elements of the 2017 Tax Cuts and Jobs Act and modifies certain provisions of the U.S. International tax framework. Certain provisions of the 2025 Tax Act became effective in fiscal year 2027. The Company's tax provision for the August 1, 2026 period includes the impact of the 2025 Tax Act. The Company will continue to evaluate the impact of the 2025 Tax Act on its income taxes.

### Note 12. Net Income Per Share

The computations of basic and diluted net income per share are presented in the following table (in millions, except per share amounts):

| | Three Months Ended | | | | Six Months Ended | | | |
|---|---|---|---|---|---|---|---|---|
| | August 1, 2026 | | | August 2, 2025 | August 1, 2026 | | | August 2, 2025 |
| | Common Stock | Series A Preferred Stock | Consolidated | | Common Stock | Series A Preferred Stock | Consolidated | |
| Basic net income per share: | | | | | | | | |
| Numerator: | | | | | | | | |
| Allocation of undistributed earnings | $ 247.9 | $ 6.2 | $ 254.1 | | $ 230.9 | $ 3.9 | $ 234.8 | |
| Dividends declared | 52.6 | 1.3 | 53.9 | | 105.1 | 2.6 | 107.7 | |
| Net income — basic | $ 300.5 | $ 7.5 | $ 308.0 | $ 194.8 | $ 336.0 | $ 6.5 | $ 342.5 | $ 372.7 |
| Denominator: | | | | | | | | |
| Weighted-average shares outstanding — basic | 875.6 | 21.8 | 897.4 | 862.6 | 874.9 | 14.7 | 889.6 | 863.7 |
| Net income per share — basic | $ 0.34 | $ 0.34 | $ 0.34 | $ 0.23 | $ 0.38 | $ 0.44 | $ 0.39 | $ 0.43 |
| Diluted net income per share: | | | | | | | | |
| Numerator: | | | | | | | | |
| Net income — basic | $ 300.5 | $ 7.5 | $ 308.0 | | $ 336.0 | $ 6.5 | $ 342.5 | |
| Allocation of earnings assuming conversion of preferred stock | 7.5 | — | * | | 6.5 | — | * | |
| Net income — diluted | $ 308.0 | $ 7.5 | $ 308.0 | $ 194.8 | $ 342.5 | $ 6.5 | $ 342.5 | $ 372.7 |
| Denominator: | | | | | | | | |
| Weighted-average shares outstanding — basic | 875.6 | 21.8 | 897.4 | 862.6 | 874.9 | 14.7 | 889.6 | 863.7 |
| Effect of dilutive securities: | | | | | | | | |
| Stock-based awards and warrant shares | 23.8 | — | 23.8 | 7.8 | 17.5 | — | 17.5 | 9.3 |
| Conversion of preferred stock | 21.8 | — | * | — | 14.7 | — | * | |
| Weighted-average shares outstanding — diluted | 921.2 | 21.8 | 921.2 | 870.4 | 907.1 | 14.7 | 907.1 | 873.0 |
| Net income per share — diluted | $ 0.33 | $ 0.34 | $ 0.33 | $ 0.22 | $ 0.38 | $ 0.44 | $ 0.38 | $ 0.43 |
| Anti-dilutive potential common shares | | | 0.4 | 4.5 | | | 0.4 | 5.0 |

* Not applicable, as the effects of the assumed preferred stock conversion is reflected in the numerator and denominator for Consolidated basic net income per share computation.

The Company's Series A Preferred Stock represents a second class of common stock for purposes of computing net income per share under the two-class method. This determination reflects that the Series A Preferred Stock does not have any material preferential rights relative to the Company's common shares, and its rights and privileges are identical to common shares, except for certain voting rights. See "Note 10 – Stockholders' Equity" for additional information.

Basic net income per common share is calculated by dividing net income allocated to common stockholders including dividends declared, by the weighted-average number of common shares outstanding during the period. Potentially dilutive securities are included in the weighted-average number of common shares outstanding for the computation of diluted net income per common share. The Company applies the treasury stock method for potentially dilutive common shares from stock-based awards, including stock options, restricted stock units, employee stock purchase plan shares and warrant shares. Convertible preferred stock is included in the calculation of diluted net income per common share using the if-converted method. Under the if-converted method, preferred stock dividends declared and the proportionate share of undistributed earnings (loss) previously attributable to preferred stock are added back to net income allocated to common stockholders, as such shares are assumed to have been converted to common stock at the beginning of the period or date of issuance on a weighted-average basis. In periods of net loss, all potentially dilutive securities are anti-dilutive.

Basic and diluted net income per preferred share is calculated by dividing net income allocated to preferred stockholder divided by the assumed conversion of preferred stock using the if-converted method on a weighted-average basis. Net income per preferred share was comparatively higher in the period of issuance based on the allocation of undistributed earnings (loss) using weighted-average shares outstanding, and in contrast, dividends were allocated based on shares outstanding as of the date of record.

**Note 13. Segment Information**

The Company operates in one reportable segment — the design, development and sale of integrated circuits. The chief executive officer was identified as the chief operating decision maker ("CODM"). Based on his direct involvement with the Company's operations and product development, the CODM is ultimately responsible for and actively involved in the allocation of resources and the assessment of the Company's performance using consolidated net income (loss) reported on the unaudited condensed consolidated statements of operations. The Company's organizational structure is based along functional lines, with each of the functional department heads, as well as shared resources, reporting directly to the CODM or to a direct report of the CODM. The Company uses a highly-integrated approach in developing its products in that discrete technologies developed by the Company are frequently integrated across many of its products, and substantially all of the Company's integrated circuits are manufactured under similar manufacturing processes. Accordingly, the Company operates under a single operating segment.

The following table presents a summary of consolidated net income inclusive of significant segment expenses and other expense information provided to the CODM (in millions):

| | Three Months Ended | | Six Months Ended | |
|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | August 1, 2026 | August 2, 2025 |
| Net revenue | $ 2,739.3 | $ 2,006.1 | $ 5,157.1 | $ 3,901.4 |
| *Less:* | | | | |
| Product costs (a) | 1,125.3 | 814.7 | 2,119.3 | 1,576.5 |
| Employee compensation and related in operating expenses | 434.3 | 338.6 | 850.4 | 686.5 |
| Amortization of acquired intangible assets | 214.9 | 243.7 | 440.1 | 489.4 |
| Restructuring related charges (gains), net | (3.0) | 8.7 | 5.7 | (3.6) |
| Stock-based compensation | 326.2 | 153.6 | 533.8 | 295.7 |
| Engineering design related costs | 86.9 | 66.0 | 159.5 | 116.7 |
| Interest expense | 61.6 | 51.9 | 114.4 | 100.6 |
| Change in fair value of contingent consideration liability, net of forward stock purchase contract | 52.0 | — | 302.7 | — |
| Provision for income taxes | 70.3 | 38.9 | 119.1 | 76.9 |
| Other segment items (b) | 62.8 | 95.2 | 169.6 | 190.0 |
| Net income | $ 308.0 | $ 194.8 | $ 342.5 | $ 372.7 |

(a) Includes material, labor and other product related costs, excluding the other categories above.

(b) Includes depreciation and amortization expenses, facilities expenses, legal expenses, interest income and other income and expenses.

This expense information is based on management’s internal view of expense classification when reviewing aspects of financial and operating performance of the business, and may not be representative of expense classification that is comparable to other peer companies’ internal management views. As a result, this expense information should not be considered in isolation or as substitute for analysis of Marvell’s results in conjunction with the accompanying unaudited condensed consolidated financial statements and notes thereto.

## Note 14. Supplemental Financial Information (in millions)

***Consolidated Balance Sheets***

***Accounts Receivable, net***

The Company sells certain of its trade accounts receivable on a non-recourse basis to a third-party financial institution pursuant to a factoring arrangement. Total trade accounts receivable sold under the factoring arrangement was $111.1 million and $412.0 million for the three and six months ended August 1, 2026, respectively, of which $111.1 million remained subject to servicing by the Company as of August 1, 2026. Total trade accounts receivable sold under the factoring arrangement was $237.2 million and $526.8 million for the three and six months ended August 2, 2025, respectively, of which $142.0 million remained subject to servicing by the Company as of August 2, 2025. Factoring fees for the sales of receivables were recorded in Other expense, net and were not material for three and six months ended August 1, 2026 and August 2, 2025.

| | August 1, 2026 | January 31, 2026 |
|---|---|---|
| **Inventories:** | | |
| Work-in-process | $ 1,057.0 | $ 1,105.6 |
| Finished goods | 303.6 | 282.4 |
| Inventories | $ 1,360.6 | $ 1,388.0 |

**MARVELL TECHNOLOGY, INC.**
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

| | August 1, 2026 | January 31, 2026 |
|---|---|---|
| **Property and equipment, net:** | | |
| Machinery and equipment | $ 2,053.7 | $ 1,825.2 |
| Land, buildings, and leasehold improvements | 349.9 | 338.8 |
| Computer software | 147.3 | 137.1 |
| Furniture and fixtures | 45.1 | 41.5 |
| | 2,596.0 | 2,342.6 |
| Less: Accumulated depreciation | (1,525.0) | (1,407.6) |
| Property and equipment, net | $ 1,071.0 | $ 935.0 |

| | August 1, 2026 | January 31, 2026 |
|---|---|---|
| **Other non-current assets:** | | |
| Prepaid ship and debits | $ 588.0 | $ 584.2 |
| Prepayments on supply capacity reservation agreements | 487.0 | 278.8 |
| Operating lease right-of-use assets | 291.6 | 284.1 |
| Technology licenses | 256.9 | 296.3 |
| Non-marketable equity investments | 156.2 | 129.6 |
| Other | 241.8 | 153.9 |
| Other non-current assets | $ 2,021.5 | $ 1,726.9 |

| | August 1, 2026 | January 31, 2026 |
|---|---|---|
| **Accrued liabilities:** | | |
| Variable consideration estimates (1) | $ 777.7 | $ 713.8 |
| Accrued income tax payable | 163.7 | 228.3 |
| Technology license obligations | 96.2 | 84.1 |
| Lease liabilities - current portion | 59.3 | 56.5 |
| Accrued restructuring | 57.3 | 55.1 |
| Other | 271.6 | 199.3 |
| Accrued liabilities | $ 1,425.8 | $ 1,337.1 |

(1) Substantially all of the variable consideration estimate is comprised of the ship and debit claims accrual, but also includes estimated customer returns, price discounts, price protection, rebates, and stock rotation programs.

| | August 1, 2026 | January 31, 2026 |
|---|---|---|
| **Other non-current liabilities:** | | |
| Contingent consideration liability | $ 749.5 | $ — |
| Lease liabilities - non-current | 263.9 | 263.2 |
| Non-current restructuring liabilities | 175.7 | 193.9 |
| Deferred tax liabilities | 125.0 | 20.5 |
| Technology license obligations | 123.8 | 160.4 |
| Non-current income tax payable | 85.7 | 117.4 |
| Other | 37.0 | 30.2 |
| Other non-current liabilities | $ 1,560.6 | $ 785.6 |

***Accumulated Other Comprehensive Income (Loss)***

For the three and six months ended August 1, 2026, there were no reconciling differences between net income and comprehensive income.

The changes in accumulated other comprehensive income (loss), net of tax, by components for the comparative periods are presented in the following table (in millions):

| | Unrealized Gain (Loss) on Cash Flow Hedges |
|---|---|
| Balance at February 1, 2025 | $ 0.4 |
| Other comprehensive income (loss) before reclassifications | 0.8 |
| Amounts reclassified from accumulated other comprehensive income (loss) | (0.6) |
| Net current-period other comprehensive income (loss), net of tax | 0.2 |
| Balance at August 2, 2025 | $ 0.6 |

***Consolidated Statements of Cash Flows***

The noncash consideration paid for the acquisitions of Celestial and XConn was $2.5 billion for the six months ended August 1, 2026.

***Stock Repurchase Program***

On September 24, 2025, the Company’s Board of Directors authorized a $5.0 billion addition to the balance of its existing stock repurchase program (collectively, the Stock Repurchase Program), increasing the total repurchase authority to $9.7 billion. The Company's stock repurchase program commenced in fiscal 2017, and has no fixed expiration. As of August 1, 2026, $5.1 billion remained available for future stock repurchases. The Company intends to effect stock repurchases in accordance with the conditions of Rule 10b-18 under the Exchange Act, but may also make repurchases in the open market outside of Rule 10b-18 or in privately negotiated transactions. The stock repurchase program is subject to market conditions, legal rules and regulations, and other factors, and does not obligate the Company to repurchase any dollar amount or number of shares of its common stock and the repurchase program may be extended, modified, suspended or discontinued at any time.

During the three and six months ended August 1, 2026, the Company repurchased 1.1 million and 2.5 million shares of its common stock for $200.0 million and $400.0 million, respectively, including 1.1 million and 1.9 million shares repurchased for $200.0 million and $320.0 million, respectively, pursuant to a 10b5-1 trading plan. During the three and six months ended August 2, 2025, the Company repurchased 2.7 million and 8.3 million shares of its common stock for $200.0 million and $540.0 million, respectively. The Company records all repurchases, as well as investment purchases and sales, based on their trade date. The repurchased shares are retired immediately after repurchases are completed.

**Note 15. Subsequent Event**

Subsequent to quarter end, the Company issued a warrant to a customer to purchase an aggregate of up to 59.0 million of the Company’s common stock at an exercise price of $206.58 per share over a seven year term expiring in August 2033. The warrant is eligible for vesting from the Company's third quarter of fiscal 2027 through the end of fiscal 2033, upon meeting certain revenue milestone conditions or time-based conditions.

**Item 2.** ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

*This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which are subject to the "safe harbor" created by those sections. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results to differ materially from those implied by the forward-looking statements. Words such as "anticipates," "expects," "intends," "plans," "projects," "believes," "seeks," "estimates," "forecasts," "targets," "may," "can," "will," "would" and similar expressions identify such forward-looking statements.*

*Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those indicated in the forward-looking statements. Factors that could cause actual results to differ materially from those predicted include, but are not limited to:*

- risks related to our ability to design, develop and introduce new and enhanced products, in particular in the Data Center and Communications markets, in a timely and effective manner, as well as our ability to anticipate and adapt to changes in technology;
- risks related to our dependence on a few customers for a significant portion of our revenue, particularly as our major customers comprise an increasing percentage of our revenue, as well as risks related to a significant portion of our sales being concentrated in the data center end market, and risks related to the gain or loss of design wins with our key customers;
- risks related to our dependence on a limited number of suppliers of critical materials, including components, within our supply chain, and potential inability to obtain sufficient advance node wafers from Taiwan Semiconductor Manufacturing Company Limited ("TSMC") as well as to obtain other critical components from other suppliers, to meet customer demand and our forecasts;
- risks related to changes in general macroeconomic conditions such as economic slowdowns, inflation, stagflation, high or rising interest rates, financial institution instability, and recessions; as well as risks related to global economic conditions such as the current armed conflict in Israel and the Middle East;
- risks related to the extension of lead time due to supply chain disruptions, component shortages that impact the costs and production of our products, and constrained availability from other electronic suppliers impacting our customers' ability to ship their products, which in turn may adversely impact our sales to those customers;
- risks related to tariffs and trade restrictions with China and other foreign nations including risks related to the ability of our customers, particularly in jurisdictions such as China that may be subject to trade restrictions (including the need to obtain export licenses) to develop their own solutions, vertically integrate which may reduce the need for our products, or acquire fully developed solutions from third parties;
- risks related to the potential impact of AI on our business model and products;
- risks related to our ability to scale our business;
- risks related to our ability to successfully integrate and to realize anticipated benefits or synergies, on a timely basis or at all, in connection with our past, current, or any future acquisitions, divestitures, significant investments or strategic transactions;
- risks related to our ability to execute on changes in strategy and realize the expected benefits from restructuring activities;
- risks related to cancellations, rescheduling or deferrals of significant customer orders or shipments, as well as the ability of our customers to manage inventory;
- risks related to the highly competitive nature of the end markets we serve, particularly within the semiconductor and infrastructure industries;
- risks related to our ability to maintain a competitive cost structure for our manufacturing, assembly, testing and packaging processes and our reliance on third parties to produce our products;
- risks related to our ability to attract, retain and motivate a highly skilled workforce, especially engineering, managerial, sales and marketing employees;
- risks related to any current and future litigation, regulatory investigations, or contractual disputes with customers that could result in substantial costs and a diversion of management's attention and resources that are needed to successfully maintain and grow our business;
- cybersecurity risks;

- risks related to our debt obligations;
- risks related to the specific conditions in the end markets we address, including seasonality and volatility in the technology sector and semiconductor industry;
- risks related to failures to qualify our products or our suppliers' manufacturing lines;
- risks related to failures to protect our intellectual property, particularly outside the United States;
- risks related to the issuance of preferred stock;
- risks related to the potential impact of significant events or natural disasters or the effects of climate change (such as drought, flooding, wildfires, increased storm severity, sea level rise, and power outages), particularly in certain regions in which we operate or own buildings, such as Santa Clara, California, and where our third-party manufacturing partners or suppliers operate, such as Taiwan and elsewhere in the Pacific Rim;
- risks related to our sustainability programs;
- risks related to the impact of the COVID-19 pandemic or other future pandemics, on the global economy and on our customers, suppliers, employees and business; and
- risks related to failures of our customers to agree to pay for NRE (non-recurring engineering) costs, failure to pay enough to cover the costs we incur in connection with NREs or non-payment of previously agreed NRE costs due to us.

*Additional factors which could cause actual results to differ materially include those set forth in the following discussion, as well as the risks discussed in Part II, Item 1A, "Risk Factors," and other sections of this Quarterly Report on Form 10-Q. These forward-looking statements speak only as of the date hereof. Unless required by law, we undertake no obligation to update any forward-looking statements.*

**Overview**

We are a leading supplier of data infrastructure semiconductor solutions, spanning the data center core to network edge. We are a fabless supplier of high-performance semiconductor products with core strengths in developing and scaling complex System-on-a-Chip architectures, integrating analog, mixed-signal and digital signal processing functionality. Leveraging leading intellectual property and deep system-level expertise, as well as highly innovative security firmware, our solutions are empowering the data economy and enabling the data center and communications and other end markets.

Net revenue in the second quarter of fiscal 2027 was $2.7 billion and was 37% higher than net revenue in the second quarter of fiscal 2026. This was due to increases in sales from the data center end market by 46%, and from the communications and other end market by 10%. The increase was partially offset by a decrease in sales from our automotive ethernet product portfolio due to the divestiture of our automotive ethernet business at the beginning of the third quarter of fiscal 2026.

Strong revenue growth from our data center market was driven by AI-related demand for a broad range of our products, including electro-optics, custom, storage, and switching. We have continued to see revenue recovery in our communications and other end market driven by normalizing customer inventory levels.

On February 2, 2026, we completed the acquisition of Celestial AI, Inc., a provider of a Photonic Fabric™ technology platform purpose-built for next-generation scale-up interconnect. The acquisition of Celestial is expected to accelerate our connectivity strategy for next-generation AI and cloud data centers.

On February 10, 2026, we completed the acquisition of XConn Technologies Holdings, Ltd., a provider of advanced PCIe and CXL switching silicon. The acquisition of XConn expands our switching portfolio and augments our UALink™ scale-up switch team.

The unaudited condensed consolidated financial statements include the operating results of Celestial and XConn for the period from the dates of acquisition through our second quarter ended August 1, 2026. See "Note 4 – Business Combinations" and "Note 5 – Goodwill and Acquired Intangible Assets, Net" in the Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

During the first quarter of fiscal 2027, Marvell and NVIDIA Corporation ("NVIDIA") announced a strategic partnership to connect our custom XPUs and compatible scale-up networking with NVIDIA's AI infrastructure ecosystem. On March 31, 2026, we completed the issuance of Series A Convertible Preferred Stock to NVIDIA for an aggregate purchase price of $2.0 billion. See "Note 10 – Stockholders' Equity" in the Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Subsequent to quarter end, we issued a warrant to a customer to purchase an aggregate of up to 59.0 million of our common stock at an exercise price of $206.58 per share over a seven year term expiring in August 2033. The warrant is eligible for vesting from our third quarter of fiscal 2027 through the end of fiscal 2033, upon meeting certain revenue milestone conditions or time-based conditions.

We continue to monitor the environment for potential impacts on supply and demand from tariffs and other geo-political events.

*Government Incentives and Grants.* We continue to benefit from lower income tax rates in certain jurisdictions through statutory elections or agreements with governmental agencies, which may include a commitment to maintain, or increase, headcount and business investment levels in those jurisdictions. The tax benefits associated with these reduced income tax rates are recorded through our income tax provision for the periods in which such incentive tax rates are effective. However, changes in international taxation, notably the enactment by numerous countries of minimum tax legislation modeled after the Organization for Economic Cooperation and Development's Pillar Two tax framework, could significantly reduce the income tax benefit associated with these tax incentives.

In addition, certain jurisdictions in which we operate have enacted alternative incentive programs, which operate within the Pillar Two tax framework. We have entered into agreements with governmental agencies to secure such incentives and we record the benefit associated with these incentives as earned when there is reasonable assurance that we will meet the conditions of the incentive agreements and that the incentives will ultimately be received.

Ultimate realization of the incentives is subject to satisfying certain criteria over the course of the incentive periods and government agency reviews and audits of qualifying activities. We cannot guarantee that we will meet the criteria over the relevant incentive periods, and any failure to meet these criteria, or any change in the current law or government regulations may result in a clawback of some or all of the incentives and a corresponding reversal of any benefit recognized.

*Capital Return Program.* We remain committed to delivering stockholder value through our stock repurchase and dividend programs. Under the program authorized by our Board of Directors, we may repurchase shares of our common stock in the open market or through privately negotiated transactions. The extent to which we repurchase our stock and the timing of such repurchases will depend upon market conditions, legal rules and regulations, and other corporate considerations, as determined by our management team. During the six months ended August 1, 2026, we repurchased 2.5 million shares of our common stock for $400.0 million. As of August 1, 2026, $5.1 billion remained available for future stock repurchases.

We returned $507.7 million to stockholders in the six months ended August 1, 2026 through $400.0 million in repurchases of shares of our common stock and $107.7 million in cash dividends.

*Cash and Short-Term Investments.* Our cash and cash equivalents were $3.9 billion at August 1, 2026, which were $1.3 billion higher than our balance at January 31, 2026 of $2.6 billion.

*Sales and Customer Composition.* Our accounts receivable were concentrated with four customers at August 1, 2026, who represented a total of 72% of gross accounts receivable, compared with five customers at August 2, 2025, who represented a total of 73% of gross accounts receivable. Net revenue attributable to significant customers including both distributor and direct customers whose revenues represented 10% or more of total net revenue is presented in the following table:

| | **Three Months Ended** | | **Six Months Ended** | |
|---|---|---|---|---|
| | **August 1, 2026** | **August 2, 2025** | **August 1, 2026** | **August 2, 2025** |
| **Direct Customer:** | | | | |
| Customer A | 16% | 16% | 16% | 16% |
| **Distributor:** | | | | |
| Distributor A | 44% | 34% | 45% | 35% |

We regularly monitor the creditworthiness of our distributor and direct customers, and believe these distributors' sales to diverse end customers and geographies further serve to mitigate our exposure to credit risk.

Most of our sales are made to customers with operations located outside of the United States, primarily in Asia, and a majority of our products are manufactured outside the United States. Sales shipped to customers with operations in Asia represented approximately 84% of our net revenue in the three and six months ended August 1, 2026, and approximately 76% and 75% of our net revenue in the three and six months ended August 2, 2025, respectively. Because many manufacturers and manufacturing subcontractors of our customers are located in Asia, we expect that most of our net revenue will continue to be represented by sales to our customers in that region. For risks related to our global operations, see Part II, Item 1A, "Risk Factors," including but not limited to the risk detailed under the caption *"We face additional risks due to the extent of our global operations since a majority of our products, and those of many of our customers, are manufactured and sold outside of the United States. The occurrence of any or a combination of the additional risks described below would significantly and negatively impact our business and results of operations."*

The development process for our products is long, which may cause us to experience a delay between the time we incur expenses and the time revenue is generated from these expenditures. We anticipate that the rate of new orders may vary significantly from quarter to quarter. For risks related to our sales cycle, see Part II, Item 1A, "Risk Factors," including but not limited to the risk detailed under the caption *"We are subject to order and shipment uncertainties. If we are unable to accurately predict customer demand, we may hold excess or obsolete inventory, which would reduce our gross margin. Conversely, we may have insufficient inventory or be unable to obtain the supplies or contract manufacturing capacity to meet demand, which would result in lost revenue opportunities and potential loss of market share as well as damaged customer relationships."*

To secure capacity over the long term, we have entered into capacity reservation arrangements with certain foundries and partners. See "Note 9 – Commitments and Contingencies" in the Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

**Critical Accounting Policies and Estimates**

There have been no material changes during the three months ended August 1, 2026 to our critical accounting policies and estimates from the information provided in the "Critical Accounting Policies and Estimates" section of Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

In the current macroeconomic environment, our estimates could require increased judgment and carry a higher degree of variability and volatility. We continue to monitor and assess our estimates in light of developments, and as events continue to evolve and additional information becomes available, our estimates may change materially in future periods.

**Results of Operations**

The following table sets forth information derived from our Unaudited Condensed Consolidated Statements of Operations expressed as a percentage of net revenue:

| | Three Months Ended | | Six Months Ended | |
|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | August 1, 2026 | August 2, 2025 |
| Net revenue | 100.0 % | 100.0 % | 100.0 % | 100.0 % |
| Cost of goods sold | 46.9 | 49.6 | 47.3 | 49.7 |
| Gross profit | 53.1 | 50.4 | 52.7 | 50.3 |
| Operating expenses: | | | | |
| Research and development | 27.0 | 25.9 | 27.0 | 26.3 |
| Selling, general and administrative | 9.4 | 9.6 | 10.0 | 9.7 |
| Restructuring related charges (gain), net | (0.1) | 0.4 | 0.2 | (0.1) |
| Total operating expenses | 36.3 | 35.9 | 37.2 | 35.9 |
| Operating income | 16.8 | 14.5 | 15.5 | 14.4 |
| Interest and other loss, net | (3.0) | (2.9) | (6.5) | (2.9) |
| Income before income taxes | 13.8 | 11.6 | 9.0 | 11.5 |
| Provision for income taxes | 2.6 | 1.9 | 2.3 | 1.9 |
| Net income | 11.2 % | 9.7 % | 6.7 % | 9.6 % |

**Three and six months ended August 1, 2026 and August 2, 2025**

*Net Revenue*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Net revenue | $ 2,739.3 | $ 2,006.1 | 36.5% | $ 5,157.1 | $ 3,901.4 | 32.2% |

Our net revenue for the three months ended August 1, 2026 increased by $733.2 million, or 37%, compared to net revenue for the three months ended August 2, 2025. This was primarily due to a 46% increase in sales from the data center end market which benefited from strong AI-related demand. Sales from the communications and other end market also increased by 10%, which has continued to recover due to normalizing customer inventory levels, partially offset by a decrease in sales from our automotive ethernet product portfolio due to the divestiture of our automotive ethernet business at the beginning of the third quarter of fiscal 2026.

Our net revenue for the six months ended August 1, 2026 increased by $1.3 billion, or 32%, compared to net revenue for the six months ended August 2, 2025. This was primarily due to a 37% increase in sales from the data center end market which benefited from strong AI-related demand. Sales from the communications and other end market also increased by 19%, which has continued to recover due to normalizing customer inventory levels, partially offset by a decrease in sales from our automotive ethernet product portfolio due to the divestiture of our automotive ethernet business at the beginning of the third quarter of fiscal 2026.

*Cost of Goods Sold and Gross Profit*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Cost of goods sold | $ 1,283.7 | $ 995.5 | 29.0% | $ 2,440.7 | $ 1,938.4 | 25.9% |
| % of net revenue | 46.9 % | 49.6 % | | 47.3 % | 49.7 % | |
| Gross profit | $ 1,455.6 | $ 1,010.6 | 44.0% | $ 2,716.4 | $ 1,963.0 | 38.4% |
| % of net revenue | 53.1 % | 50.4 % | | 52.7 % | 50.3 % | |

Cost of goods sold as a percentage of net revenue decreased for the three and six months ended August 1, 2026, compared to the three and six months ended August 2, 2025, which was primarily due to better cost absorption driven by higher revenues and better product mix. As a result, gross margin for the three and six months ended August 1, 2026, increased by 2.7 and 2.4 percentage points, respectively compared to the three and six months ended August 2, 2025.

*Research and Development*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Research and development | $ 741.1 | $ 519.0 | 42.8% | $ 1,393.4 | $ 1,026.7 | 35.7% |
| % of net revenue | 27.0 % | 25.9 % | | 27.0 % | 26.3 % | |

Research and development expense increased by $222.1 million in the three months ended August 1, 2026 compared to the three months ended August 2, 2025. The increase was primarily due to higher overall spending to support our R&D initiatives, including increased employee compensation and related costs, primarily driven by growth in headcount including the addition of new employees from our recent acquisitions.

Research and development expense increased by $366.7 million in the six months ended August 1, 2026 compared to the six months ended August 2, 2025. The increase was primarily due to higher overall spending to support our R&D initiatives, including increased employee compensation and related costs, primarily driven by growth in headcount including the addition of new employees from our recent acquisitions. The increase is also due to higher acquisition related costs of $21.9 million.

*Selling, General and Administrative*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Selling, general and administrative | $ 257.6 | $ 192.8 | 33.6% | $ 516.0 | $ 379.2 | 36.1% |
| % of net revenue | 9.4 % | 9.6 % | | 10.0 % | 9.7 % | |

Selling, general and administrative expense increased by $64.8 million in the three months ended August 1, 2026 compared to the three months ended August 2, 2025. The increase was primarily due to an increase in employee compensation and related costs.

Selling, general and administrative expense increased by $136.8 million in the six months ended August 1, 2026 compared to the six months ended August 2, 2025. The increase was primarily due to higher acquisition related costs of $44.8 million, as well as an increase in employee compensation and related costs.

*Restructuring Related Charges (Gains), Net*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Restructuring related charges (gains), net | $ (2.8) | $ 8.7 | * | $ 7.9 | $ (3.6) | * |
| % of net revenue | (0.1)% | 0.4 % | | 0.2 % | (0.1)% | |

*Not meaningful.

We recognized net restructuring related gain of $2.8 million in the three months ended August 1, 2026 and net restructuring related charges of $7.9 million in the six months ended August 1, 2026 as we continued to evaluate our existing operations to increase operational efficiency, decrease costs and increase profitability. See “Note 8 – Restructuring” in the Notes to Unaudited Condensed Consolidated Financial Statements for further information.

*Interest and Other Loss, Net*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Interest expense | $ (61.6) | $ (51.9) | 18.7% | $ (114.4) | $ (100.6) | 13.7% |
| Other expense, net | (19.8) | (4.5) | 340.0% | (223.1) | (10.5) | * |
| Interest and other loss, net | $ (81.4) | $ (56.4) | 44.3% | $ (337.5) | $ (111.1) | 203.8% |
| % of net revenue | (3.0)% | (2.9)% | | (6.5)% | (2.9)% | |

*Not meaningful.

Interest and other loss, net increased by $25.0 million in the three months ended August 1, 2026 compared to the three months ended August 2, 2025. The increase was primarily due to a $101.9 million increase in fair value of the contingent consideration liability associated with the Celestial acquisition, partially offset by an unrealized gain of $49.9 million from the forward stock purchase contract and higher interest income in the three months ended August 1, 2026.

Interest and other loss, net increased by $226.4 million in the six months ended August 1, 2026 compared to the six months ended August 2, 2025. The increase was primarily due to a $433.7 million increase in fair value of the contingent consideration liability associated with the Celestial acquisition, partially offset by an unrealized gain of $131.0 million from the forward stock purchase contract and higher net unrealized gains from equity investments and higher interest income in the six months ended August 1, 2026.

*Provision for income taxes*

| | Three Months Ended | | | Six Months Ended | | |
|---|---|---|---|---|---|---|
| | August 1, 2026 | August 2, 2025 | % Change | August 1, 2026 | August 2, 2025 | % Change |
| | (in millions, except percentage) | | | | | |
| Provision for income taxes | $ 70.3 | $ 38.9 | 80.7% | $ 119.1 | $ 76.9 | 54.9% |

Our income tax expense for the three months ended August 1, 2026 was $70.3 million compared to a tax expense of $38.9 million for the three months ended August 2, 2025. The increase in our tax provision was primarily driven by an increase in our pre-tax earnings. Our estimated effective tax rate for the year differs from the U.S. statutory rate of 21% primarily due to a substantial portion of our earnings taxed at rates lower than the U.S. statutory rate, net of the impact of U.S. taxation of foreign operations, benefits from tax credits, non-deductible adjustments to contingent consideration liability, (net of the tax impacts of our forward stock purchase contract), valuation allowance releases as well as discrete tax benefits and expenses for excess deductions and deficiencies on stock-based compensation. The recorded tax expense is based on year-to-date pre-tax results, forecasted pre-tax results, forecasted annual tax expense and discrete adjustments for the respective periods.

Our income tax expense for the six months ended August 1, 2026 was $119.1 million compared to a tax expense of $76.9 million for the six months ended August 2, 2025. The increase in our tax provision was primarily driven by an increase in our pre-tax earnings. These amounts differed from the U.S. federal statutory tax rate of 21%, primarily due to a substantial portion of our earnings taxed at rates lower than the U.S. statutory rate, net of the impact of U.S. taxation of foreign operations, benefits from tax credits, non-deductible adjustments to contingent consideration liability, (net of the tax impacts of the Company’s forward stock purchase contract), valuation allowance releases as well as discrete tax benefits and expenses for excess deductions and deficiencies on stock-based compensation. The recorded tax expense is based on year-to-date pre-tax results, forecasted pre-tax results, forecasted annual tax expense and discrete adjustments for the respective periods.

The One Big Beautiful Bill Act of 2025 (the “2025 Tax Act”) was signed into law on July 4, 2025. The 2025 Tax Act makes permanent key elements of the 2017 Tax Cuts and Jobs Act and modifies certain provisions of the U.S. International tax framework. Certain provisions of the 2025 Tax Act became effective in fiscal year 2027. Our tax provision for the August 1, 2026 period includes the impact of the 2025 Tax Act. We will continue to evaluate the impact of the 2025 Tax Act on our income taxes.

Our provision for income taxes may be affected by changes in the geographic mix of earnings with different applicable tax rates, acquisitions or divestitures, changes in the realizability of deferred tax assets, accruals related to contingent tax liabilities and period-to-period changes in such accruals, the results of income tax audits, the expiration of statutes of limitations, the implementation of tax planning strategies, tax rulings, court decisions, settlements with tax authorities and changes in tax laws and regulations. It is also possible that significant negative evidence may become available that causes us to conclude that a valuation allowance is needed on certain of our deferred tax assets, which would adversely affect our income tax provision in the period of such change in judgment.

We are subject to legislation based on the Organization for Economic Cooperation and Development’s 15% global minimum tax regime which applies to the majority of countries in which we operate. As a result of this legislation, our foreign earnings are generally subject to a minimum tax rate of 15%. On January 5, 2026, the OECD released a comprehensive package of administrative guidance, including the “side-by-side system” that exempts U.S. parented multinational businesses from certain provisions of Pillar Two, specifically the Income Inclusion Rule and the Undertaxed Profits Rule. The OECD guidance provides that the side-by-side system will be effective for fiscal years beginning on or after January 1, 2026. In certain jurisdictions, local legislative action is needed to effectuate the “side by side system” and cannot be considered in our accounting estimate until enactment. The effects of any future legislation in this area are not yet reasonably estimable, but if such legislation is enacted in the future could have a significant effect on our provision for income taxes, our financial results, and our earnings and cash flows.

We are subject to the examination of our income tax returns by the Internal Revenue Service and other tax authorities. The outcome of these audits cannot be predicted with certainty. Management regularly assesses the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. If any issues addressed in our tax audits are resolved in a manner not consistent with management’s expectations, we could be required to adjust our provision for income taxes in the period such resolution occurs.

The ultimate realization of deferred tax assets depends upon the generation of future taxable income during the periods in which those assets become deductible or creditable. We evaluate the recoverability of these assets, weighing all positive and negative evidence, and provide or maintain a valuation allowance for these assets if it is more likely than not that some, or all, of the deferred tax assets will not be realized. If negative evidence exists, sufficient positive evidence is necessary to support a conclusion that a valuation allowance is not needed. We consider all available evidence such as our earnings history including the existence of cumulative income or losses, reversals of taxable temporary differences, projected future taxable income, and tax planning strategies. In future periods, it is possible that significant positive or negative evidence could arise that results in a change in our judgment with respect to the need for a valuation allowance, which could result in a tax benefit, or adversely affect our income tax provision, in the period of such change in judgment.

We also continue to evaluate potential changes to our legal structure in response to guidelines and requirements in various international tax jurisdictions where we conduct business. See also Part II, Item 1A, “Risk Factors” of this Quarterly Report on Form 10-Q, under the caption *“Changes in existing taxation benefits, tax rules or tax practices may adversely affect our financial results.”*

**Liquidity and Capital Resources**

Our principal source of liquidity as of August 1, 2026 consisted of approximately $3.9 billion of cash and cash equivalents, of which approximately $1.7 billion was held by subsidiaries outside of the United States, a portion of which are deemed to be indefinitely reinvested. We manage our worldwide cash requirements by, among other things, reviewing available funds held by our foreign subsidiaries and the cost effectiveness by which those funds can be accessed in the United States.

During the fiscal quarter ended May 2, 2026, we completed the acquisitions of Celestial and XConn in which we paid cash, net of cash acquired and holdback amounts, of $1.0 billion, and $270.2 million, respectively and also issued a total of 26.8 million shares of our common stock. For the Celestial acquisition, contingent on the achievement of specified revenue milestones, we may be required to pay additional cash and issue additional shares of our common stock through fiscal 2029. See “Note 4 – Business Combinations” and “Note 5 – Goodwill and Acquired Intangible Assets, Net” in the Notes to Unaudited Condensed Consolidated Financial Statements for more information.

On March 31, 2026, we completed the issuance and sale of 2.0 million shares of our Series A Convertible Preferred Stock to NVIDIA for an aggregate purchase price of $2.0 billion in cash. The shares of Series A Convertible Preferred Stock are initially convertible in the aggregate into a maximum of approximately 21.8 million shares of our common stock. See “Note 10 – Stockholders’ Equity” in the Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

As of August 1, 2026, we had total borrowings outstanding of $5.0 billion, consisting of senior notes outstanding.

On April 15, 2026, we completed a debt offering and issued $1.0 billion Senior Notes with a 10-year term due in 2036 (“2036 Senior Notes”). We used a portion of the net proceeds from the 2036 Senior Notes to repay the $500.0 million 2026 Senior Notes at maturity.

We have a revolving credit facility with a borrowing capacity of up to $1.5 billion and a 5-year term (“2025 Revolving Credit Facility”). As of August 1, 2026, the 2025 Revolving Credit Facility was undrawn and is available for draw down through June 30, 2030.

For a description of our contractual obligations including debt and purchase commitments, see “Note 7 – Debt,” and “Note 9 – Commitments and Contingencies” in the Notes to Unaudited Condensed Consolidated Financial Statements. We generally expect to satisfy these commitments with cash on hand and cash provided by operating activities.

We may elect to factor trade accounts receivable from time to time as part of our overall liquidity and working capital management strategy. During the three and six months ended August 1, 2026, we generated cash from operations from the sale of certain trade accounts receivable on a non-recourse basis to a third-party financial institution pursuant to a factoring arrangement. See “Note 14 – Supplemental Financial Information” in the Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

We believe that our existing cash and cash equivalents, together with cash generated from operations, and funds from our 2025 Revolving Credit Facility will be sufficient to cover our working capital needs, capital expenditures, investment requirements, any declared dividends, repurchases of our common stock, commitments (including those discussed in “Note 9 – Commitments and Contingencies” in the Notes to Unaudited Condensed Consolidated Financial Statements), and the income tax related to the sale of our automotive ethernet business, for at least the next twelve months. Our capital requirements will depend on many factors, including our rate of sales growth, market acceptance of our products, costs of securing access to adequate manufacturing capacity, the timing and extent of research and development projects and increases in operating expenses, all of which are subject to uncertainty.

To the extent that our existing cash and cash equivalents, together with cash generated from operations, and funds available under our 2025 Revolving Credit Facility are insufficient to fund our future activities, we may need to raise additional funds through public or private debt or equity financing. We may also acquire additional businesses, purchase assets or enter into other strategic arrangements in the future, which could also require us to seek debt or equity financing. Additional equity financing or convertible debt financing may be dilutive to our current stockholders. If we elect to raise additional funds, we may not be able to obtain such funds on a timely basis or on acceptable terms, if at all. In addition, the equity or debt securities that we issue may have rights, preferences or privileges senior to our common stock.

Future payment of a regular quarterly cash dividend on our common and preferred stock and our planned repurchases of common stock will be subject to, among other things, the best interests of the Company and our stockholders, our results of operations, cash balances and future cash requirements, financial condition, developments in ongoing litigation, statutory requirements under Delaware law, U.S. securities laws and regulations, market conditions and other factors that our Board of Directors may deem relevant. Our dividend payments and repurchases of common stock may change from time to time, and we cannot provide assurance that we will continue to declare dividends or repurchase stock at all or in any particular amounts.

***Cash Flows from Operating Activities***

Net cash provided by operating activities for the six months ended August 1, 2026 was $1.2 billion. We had a net income of $342.5 million adjusted for the following non-cash items: stock-based compensation expense of $533.8 million, amortization of acquired intangible assets of $440.1 million, change in fair value of contingent consideration liability of $433.7 million, depreciation and amortization of $188.5 million, unrealized gain on forward stock purchase contract of $131.0 million, deferred income tax of $38.7 million, and $58.3 million of net loss from other non-cash items. Cash outflow from working capital of $660.3 million for the six months ended August 1, 2026 was primarily driven by an increases in prepaid expenses and other assets, and a decrease in accounts payable. The increase in prepaid expenses and other assets was primarily due to payments made for capacity fees. The decrease in accounts payable is due to the timing of payments.

Net cash provided by operating activities for the six months ended August 2, 2025 was $794.5 million. We had a net income of $372.7 million adjusted for the following non-cash items: amortization of acquired intangible assets of $489.4 million, stock-based compensation expense of $295.7 million, depreciation and amortization of $168.3 million, restructuring related gains of $14.0 million, deferred income tax benefit of $9.2 million, and $80.8 million of net loss from other non-cash items. Cash outflow from working capital of $589.2 million for the six months ended August 2, 2025 was primarily driven by increases in accounts receivable, prepaid expenses and other assets, and inventories, and decreases in accrued employee compensation and accounts payable, partially offset by an increase in accrued liabilities and other non-current liabilities. The increase in accounts receivable was primarily due to higher sales and the impact of factoring of receivables. The increase in prepaid expenses and other assets was primarily due to receivables for government incentives earned. Inventories increased in support of expected revenue growth. The decrease in accrued employee compensation was due to bonus payout of our annual employee bonus plan. The decrease in accounts payable is due to the timing of payments. The increase in accrued liabilities and other non-current liabilities was primarily driven by higher ship and debit claims accrual.

***Cash Flows from Investing Activities***

For the six months ended August 1, 2026, net cash used in investing activities of $1.6 billion was primarily driven by acquisitions, net of cash acquired of $1.3 billion, and purchases of property and equipment of $282.4 million.

For the six months ended August 2, 2025, net cash used in investing activities of $171.3 million was primarily driven by purchases of property and equipment of $166.3 million, partially offset by proceeds from sales of property and equipment of $27.3 million.

***Cash Flows from Financing Activities***

For the six months ended August 1, 2026, net cash provided by financing activities of $1.6 billion was primarily attributable to $2.0 billion proceeds from issuance of preferred stock, and $1.0 billion proceeds from borrowings, partially offset by $500.0 million repayment of debt principal, $400.0 million repurchases of common stock, $365.2 million for tax withholding payments on behalf of employees for net share settlements, $107.7 million for payment of our quarterly dividends, and $56.6 million payments on technology license obligations.

For the six months ended August 2, 2025, net cash used in financing activities of $347.1 million was primarily attributable to $790.6 million repayment of debt principal, $540.0 million repurchases of common stock, $103.5 million for payment of our quarterly dividends, $100.9 million for tax withholding payments on behalf of employees for net share settlements, and $54.3 million payments on technology license obligations, partially offset by $1.2 billion proceeds from borrowings, and $51.1 million in proceeds from the issuance of common stock under our employee stock plans.

**Indemnification Obligations**

See “Note 9 – Commitments and Contingencies” in the Notes to Unaudited Condensed Consolidated Financial Statements set forth in Part I, Item 1 of this Quarterly Report on Form 10-Q.

**Item 3. *Quantitative and Qualitative Disclosures About Market Risk***

*Interest Rate Risk*. With our outstanding debt, we are exposed to various forms of market risk. We maintain an investment policy that requires minimum credit ratings, diversification of credit risk and limits the long-term interest rate risk by requiring effective maturities of generally less than five years. We typically invest our excess cash primarily in highly liquid debt instruments including money market funds and time deposits. Investments in both fixed rate and floating rate interest earning securities carry a degree of interest rate risk. Fixed rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than predicted if interest rates fall. There were no such investments on hand at August 1, 2026, aside from cash and cash equivalents.

*Foreign Currency Exchange Risk*. All of our sales and the majority of our expenses are denominated in U.S. dollars. Since we operate in many countries, a percentage of our international operational expenses are denominated in foreign currencies and exchange volatility could positively or negatively impact those operating costs. Increases in the value of the U.S. dollar relative to other currencies could make our products more expensive, which could negatively impact our ability to compete. Conversely, decreases in the value of the U.S. dollar relative to other currencies could result in our suppliers raising their prices to continue doing business with us. Additionally, we may hold certain assets and liabilities, including potential tax liabilities, in local currency on our consolidated balance sheets. These tax liabilities would be settled in local currency. Therefore, foreign exchange gains and losses from remeasuring the tax liabilities are recorded to interest and other loss, net. We do not believe that foreign exchange volatility has a significant effect on our current business or results of operations. However, fluctuations in currency exchange rates could have a greater effect on our business or results of operations in the future to the extent our expenses increasingly become denominated in foreign currencies.

We may enter into foreign currency forward and option contracts with financial institutions to protect against foreign exchange risks associated with certain existing assets and liabilities, certain firmly committed transactions, forecasted future cash flows and net investments in foreign subsidiaries. However, we may choose not to hedge certain foreign exchange exposures for a variety of reasons, including, but not limited to, accounting considerations and the prohibitive economic cost of hedging particular exposures.

To provide an assessment of the foreign currency exchange risk associated with our foreign currency exposures within operating expense, we performed a sensitivity analysis to determine the effect that an adverse change in exchange rates would have on our financial statements. If the U.S. dollar weakened by 10%, our operating expenses could increase by approximately 2%.

## Item 4. *Controls and Procedures*

### Management’s Evaluation of Disclosure Controls and Procedures

Management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act). Disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that such information is accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of August 1, 2026.

### Changes in Internal Control Over Financial Reporting

No changes in the Company’s internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) occurred during the three months ended August 1, 2026 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

### Inherent Limitation on Effectiveness of Controls

Our management, including our principal executive officer and our principal financial officer, does not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all error and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system’s objectives will be met. The design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. The design of any system of controls is based in part on certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

## PART II. OTHER INFORMATION

### Item 1. *Legal Proceedings*

The information under the caption "Contingencies and Legal Proceedings" as set forth in "Note 9 – Commitments and Contingencies" of our Notes to Unaudited Condensed Consolidated Financial Statements, included in Part I, Item 1, is incorporated herein by reference. For additional discussion of certain risks associated with legal proceedings, see Part II, Item 1A, "Risk Factors," immediately below.

### Item 1A. *Risk Factors*

*Investing in our common stock involves a high degree of risk. You should carefully consider the material risks and uncertainties described below and all information contained in this report before you decide to purchase our common stock. Many of these risks and uncertainties are beyond our control, including business cycles and seasonal trends of the computing, infrastructure, semiconductor and related industries and end markets. A manifestation of any of the following risks and uncertainties could, in circumstances we may or may not be able to accurately predict, render us unable to conduct our business as currently planned and materially and adversely affect our reputation, business, prospects, financial condition, cash flows, liquidity and operating results. In addition, the trading price of our common stock could decline due to the occurrence of any of these risks, and you could lose all or part of your investment. It is not possible to predict or identify all such risks and uncertainties; our operations could also be affected by risks or uncertainties that are not presently known to us or that we currently do not consider to present significant risks to our operations. Therefore, you should not consider the following discussion to be a complete statement of all the potential risks or uncertainties that we face.*

*SUMMARY OF FACTORS THAT MAY AFFECT OUR FUTURE RESULTS*

*The following summarizes the principal factors that make an investment in the Company speculative or risky. This summary should be read in conjunction with the remainder of this "Risk Factors" section and should not be relied upon as an exhaustive summary of the material risks facing our business. The occurrence of any of these risks could harm our business, financial condition, results of operations and/or growth prospects or cause our actual results to differ materially from those contained in forward-looking statements we have made in this report and those we may make from time to time. You should consider all of the risk factors described in our public filings when evaluating our business.*

- risks related to our ability to design, develop and introduce new and enhanced products, in particular in the Data Center and Communications markets, in a timely and effective manner, as well as our ability to anticipate and adapt to changes in technology;
- risks related to our dependence on a few customers for a significant portion of our revenue, particularly as our major customers comprise an increasing percentage of our revenue, as well as risks related to a significant portion of our sales being concentrated in the data center end market, and risks related to the gain or loss of design wins with our key customers;
- risks related to our dependence on a limited number of suppliers of critical materials, including components, within our supply chain, and potential inability to obtain sufficient advance node wafers from Taiwan Semiconductor Manufacturing Company Limited ("TSMC") as well as to obtain other critical components from other suppliers, to meet customer demand and our forecasts;
- risks related to changes in general macroeconomic conditions such as economic slowdowns, inflation, stagflation, high or rising interest rates, financial institution instability, and recessions, as well as risks related to global economic conditions such as the current armed conflict in Israel and the Middle East;
- risks related to the extension of lead time due to supply chain disruptions, component shortages that impact the costs and production of our products, and constrained availability from other electronic suppliers impacting our customers' ability to ship their products, which in turn may adversely impact our sales to those customers;
- risks related to tariffs and trade restrictions with China and other foreign nations including risks related to the ability of our customers, particularly in jurisdictions such as China that may be subject to trade restrictions (including the need to obtain export licenses) to develop their own solutions, vertically integrate which may reduce the need for our products, or acquire fully developed solutions from third parties;
- risks related to the potential impact of AI on our business model and products;
- risks related to our ability to scale our business;

- risks related to our ability to successfully integrate and to realize anticipated benefits or synergies, on a timely basis or at all, in connection with our past, current, or any future acquisitions, divestitures, significant investments or strategic transactions;
- risks related to our ability to execute on changes in strategy and realize the expected benefits from restructuring activities;
- risks related to cancellations, rescheduling or deferrals of significant customer orders or shipments, as well as the ability of our customers to manage inventory;
- risks related to the highly competitive nature of the end markets we serve, particularly within the semiconductor and infrastructure industries;
- risks related to our ability to maintain a competitive cost structure for our manufacturing, assembly, testing and packaging processes and our reliance on third parties to produce our products;
- risks related to our ability to attract, retain and motivate a highly skilled workforce, especially engineering, managerial, sales and marketing employees;
- risks related to any current and future litigation, regulatory investigations, or contractual disputes with customers that could result in substantial costs and a diversion of management's attention and resources that are needed to successfully maintain and grow our business;
- cybersecurity risks;
- risks related to our debt obligations;
- risks related to the specific conditions in the end markets we address, including seasonality and volatility in the technology sector and semiconductor industry;
- risks related to failures to qualify our products or our suppliers' manufacturing lines;
- risks related to failures to protect our intellectual property, particularly outside the United States;
- risks related to the issuance of preferred stock;
- risks related to the potential impact of significant events or natural disasters or the effects of climate change (such as drought, flooding, wildfires, increased storm severity, sea level rise, and power outages), particularly in certain regions in which we operate or own buildings, such as Santa Clara, California, and where our third-party manufacturing partners or suppliers operate, such as Taiwan and elsewhere in the Pacific Rim;
- risks related to our sustainability programs;
- risks related to the impact of the COVID-19 pandemic or other future pandemics, on the global economy and on our customers, suppliers, employees and business; and
- risks related to failures of our customers to agree to pay for NRE (non-recurring engineering) costs, failure to pay enough to cover the costs we incur in connection with NREs or non-payment of previously agreed NRE costs due to us.

Our quarterly results of operations have fluctuated in the past and could do so in the future. Because our results of operations are difficult to predict, you should not rely on quarterly comparisons of our results of operations as an indication of our future performance. Due to fluctuations in our quarterly results of operations and other factors, the price at which our common stock will trade is likely to continue to be highly volatile. Accordingly, you may not be able to resell your common stock at or above the price you paid. In future periods, our stock price could decline if, among other factors, our revenue or operating results are below our estimates or the estimates or expectations of securities analysts and investors. Our stock is traded on the Nasdaq Global Select Market under the ticker symbol "MRVL". As a result of stock price volatility, we may be subject to securities class action litigation. Any litigation could result in substantial costs and a diversion of management's attention and resources that are needed to successfully maintain and grow our business.

CHANGES IN PRODUCT DEMAND CAN ADVERSELY AFFECT OUR FINANCIAL RESULTS

**Unfavorable or uncertain conditions in the Data Center and Communications markets may cause fluctuations in our rate of revenue growth or financial results.**

World-wide markets for our data center and communications related products may not evolve in the manner or in the time periods we anticipate. If domestic and global economic conditions worsen, overall spending on our data center and communications products may be reduced, which would adversely impact demand for our products in these markets. In addition, unfavorable developments with evolving laws and regulations worldwide related to these products and suppliers may limit global adoption, impede our strategy, and negatively impact our long-term expectations in this area. Even if the data center and communications markets evolve in the manner or in the time periods we anticipate, if we do not have timely, competitively priced, market-accepted products available to meet our customers' need in these markets, we may miss a significant opportunity and our business, financial condition, results of operations and cash flows could be materially and adversely affected. In addition, as a result of the fact that the markets for data center and communication products are still evolving, demand for these products may be unpredictable and may vary significantly from one period to another. For example, AI-related data center deployment may happen more slowly than our customers or the market anticipate if developers face labor shortages, supply chain bottlenecks, power and water procurement constraints, permitting delays, and heightened community opposition to proposed data center projects. Public resistance to data center siting has intensified as the scale of AI-era facilities has grown, with concerns centered on strain to local energy grids and water supplies, increased consumer utility rates, persistent industrial noise, diminished air quality, loss of open space or rural character, and limited local employment relative to the resources consumed. These concerns have led to organized opposition, rezoning denials, litigation, and legislative action at the state and local levels. Because our data center business depends in part on the timing and scale of our customers' AI infrastructure deployments, any delay, reduction, or geographic limitation in data center buildout resulting from these factors could delay or reduce demand for our products and adversely affect our revenue growth and results of operations. In addition, these markets may not develop as anticipated if AI training and inference costs drop dramatically due to customer adoption of less expensive alternative technologies. Further, the current level of capital expenditure (capex) on AI infrastructure may not be sustainable over the long term and a significant reduction in AI-related spending will likely harm our financial results. In addition, in the future our customers may decelerate or reallocate their capital expenditures for other uses, which could delay or reduce the demand for our products and negatively impact our revenue. In addition, rapidly evolving technologies, including AI, could change the business needs of our customers in the data center and communications markets in ways we are not yet able to predict. AI systems may make unforeseen or unintended discoveries that may disrupt our customers' existing products, services, or business strategy and potentially render some of our customers current offerings and products obsolete which may have a material adverse effect on our revenue and profitability. In July 2026, bipartisan AI oversight legislation was introduced, which could establish U.S. government oversight over "cutting-edge AI models" in a manner that may encompass our products. See also, *"Our sales are concentrated in a few large customers. If we lose or experience a significant reduction in sales to any of these key customers, if any of these key customers experience a significant decline in market share, or if any of these customers experience significant financial difficulties, our revenue may decrease substantially and our results of operations and financial condition may be harmed."* See also, *"Adverse changes in the political, regulatory and economic policies of governments in connection with trade with China and Chinese customers may reduce the demand for our products and damage our business"* for additional risks related to export restrictions that may impact certain customers in the data center and communications markets.

**Our sales are concentrated in a few large customers. If we lose or experience a significant reduction in sales to any of these key customers, if any of these key customers experience a significant decline in market share, or if any of these customers experience significant financial difficulties, our revenue may decrease substantially and our results of operations and financial condition may be harmed.**

We receive a significant amount of our revenue from a limited number of customers which are comprised of both distributors and direct customers. For example, during fiscal 2026, there were two customers (one distributor and one direct customer) whose revenues represented 10% or more of total net revenue. In addition, net revenue from our ten (10) largest customers, inclusive of our distributor and direct customers, represented 82% of our total net revenue for fiscal 2026. Sales to our largest customers have fluctuated significantly from period to period and year to year and will likely continue to fluctuate in the future, primarily due to the timing and number of design wins with customers, the continued diversification of our customer base as we expand into new markets, adverse changes in the political and economic policies of the U.S. or other governments (such as changes in export policies), and natural disasters or other issues. The loss of any of our large customers or a significant reduction in sales we make to them would likely harm our financial condition and results of operations. For example, some of our large customers depend on rapid and continuous innovation and will select partners who can help them deliver innovation at their pace and if we are unable to deliver on these timelines we may miss significant business opportunities. To the extent one or more of our large customers experience financial challenges, bankruptcy or insolvency, this could have a material adverse effect on our sales and our ability to collect on receivables, which could harm our financial condition and results of operations. See also, “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Sales and Customer Composition” for information on our significant customers for the current quarterly reporting period.

If we are unable to increase the number of large customers in key markets, then our operating results in the foreseeable future would be expected to continue to depend on sales to a relatively small number of customers, as well as the ability of these customers to sell products that incorporate our products. In the future, these customers may decide not to purchase our products at all, purchase fewer products than they did in the past, or alter their purchasing patterns in some other way, particularly because:

- a significant portion of our sales are made on a purchase order basis, which allows our customers to cancel, change or delay product purchase commitments with relatively short notice to us;
- customers may purchase similar products from our competitors;
- customers may discontinue sales or lose market share in the markets for which they purchase our products;
- customers, particularly in jurisdictions such as China that may be subject to trade restrictions or tariffs, may develop their own solutions, vertically integrate which may reduce the need for our products, or acquire fully developed solutions from third-parties; or
- customers may be subject to severe business disruptions, including, but not limited to, those driven by recessions, financial instability, actual or threatened public health emergencies, such as the COVID-19 pandemic, other global or regional macroeconomic developments, or natural disasters.

In addition, there has been a trend toward customer consolidation in the semiconductor industry through business combinations, including mergers, asset acquisitions and strategic partnerships (for example, Cisco acquired Acacia Communications in 2021). Mergers or restructuring among our customers, or their end customers, could increase our customer concentration with a particular customer or reduce total demand as the combined entities reevaluate their business and consolidate their suppliers. Such future developments, particularly in those end markets that account for more significant portions of our revenues, could harm our business and our results of operations.

In addition, we may be unable to negotiate as favorable terms with larger customers whether those customers resulted from customer consolidation, merger integrations or other reasons, and any such less favorable terms could harm our business and our results of operations.

Given their dependence on semiconductor products to operate their data centers and to ensure continuity of supply and reduce direct costs, some large customers may begin developing and making their own semiconductor solutions which could result in a loss of business for Marvell.

In addition, our sales have recently been, and in the future may continue to be, concentrated in our data center end market. Sales into this end market have fluctuated significantly from period to period and year to year and will likely continue to fluctuate in the future. Customers in this end market may decide in the future not to purchase our products at all, purchase fewer products than they did in the past, or alter their purchasing patterns in some other way. A significant reduction in sales to this end market would greatly reduce our revenues and harm our financial condition and results of operations. Please see “Note 3 – Revenue” of our Notes to Unaudited Condensed Consolidated Financial Statements set forth in Part I, Item 1 of this Quarterly Report on Form 10-Q for a more detailed description of sales into our data center end market.

**Advances in artificial intelligence could disrupt our business model and materially adversely affect our results of operations and financial condition.**

Rapid advances in artificial intelligence ("AI") and machine learning ("ML") technologies, including generative AI, could fundamentally alter the semiconductor industry and disrupt our business model and operations. AI-driven tools and platforms are increasingly being deployed across the integrated circuit ("IC") development lifecycle, including in chip architecture design, electronic design automation ("EDA"), layout optimization, verification, testing, and process node development. If AI-enabled efficiencies substantially reduce the complexity, cost, or time required to design, develop, and manufacture semiconductor products, our competitive position could be materially and adversely affected.

AI-driven design tools may lower traditional barriers to entry in the semiconductor industry by enabling new market participants, including technology companies that have not historically engaged in chip design, to develop high-performance, custom semiconductor solutions in-house with reduced reliance on third-party chip suppliers. This trend toward internal chip development, sometimes referred to as "insourcing" or "vertical integration," could reduce demand for our products and erode our market share. In particular, large cloud computing providers, automotive original equipment manufacturers, and other technology-focused enterprises have already begun investing in proprietary chip design capabilities, and advancements in AI may accelerate this trend.

AI and ML technologies may enable our existing competitors to achieve design and manufacturing efficiencies that we are unable to match, thereby diminishing or eliminating our current technological or cost advantages. Competitors that more effectively integrate AI into their IC development workflows may be able to bring products to market faster, at lower cost, or with superior performance characteristics compared to our offerings. If we fail to adopt and integrate AI technologies into our own design and development processes at a pace consistent with or faster than our competitors, our products could become less competitive, which would have a material adverse effect on our revenue and profitability.

AI-generated efficiencies may compress product development cycles across the industry, which could shorten the useful commercial life of our existing products and reduce the return on our research and development investments. As AI tools enable more rapid iteration and optimization of chip designs, customers may expect faster product refresh cycles, placing additional pressure on our research and development resources and potentially leading to accelerated inventory obsolescence.

Our investment in AI-related capabilities may not yield the anticipated benefits. Developing, acquiring, or integrating AI-driven tools and talent into our operations will require significant capital expenditures and operational resources, and there is no assurance that these investments will generate a return sufficient to justify their cost. Additionally, the deployment of AI technologies in our design and manufacturing processes may introduce new and unforeseen risks, including design errors, security vulnerabilities, intellectual property concerns, and regulatory compliance challenges that could increase our costs, expose us to liability, or delay product launches. See also, "*Costs related to defective products could have a material adverse effect on us*" and "*Cybersecurity risks could adversely affect our business and disrupt our operations*" for additional information.

AI technologies may disrupt the broader semiconductor supply chain and ecosystem in ways that are difficult to predict. For example, AI-driven advances in chiplet-based architectures, advanced packaging, or novel materials science could render certain of our existing product lines, manufacturing processes, or intellectual property less valuable or obsolete. Furthermore, the increasing use of AI in semiconductor design raises complex and evolving questions around intellectual property ownership, patentability, and trade secret protection, and the legal frameworks governing these issues remain uncertain and may develop in ways that are unfavorable to our business. See also, "*We may be unable to protect our intellectual property, which would negatively affect our ability to compete*" for additional information.

We cannot predict the pace or trajectory of AI development or the extent to which AI-driven disruption will affect the semiconductor industry. If we are unable to anticipate and adapt to these changes in a timely and effective manner, our business, financial condition, results of operations, and competitive position could be materially and adversely affected.

**We face risks related to recessions, inflation, stagflation and other macroeconomic conditions.**

Customer demand for our products may be impacted by weak macroeconomic conditions, inflation, stagflation, recessionary or lower-growth environments, high or rising interest rates, equity market volatility or other negative economic factors in the U.S. or other nations. For example, under these conditions or expectation of such conditions, our customers may cancel orders, delay purchasing decisions or reduce their use of our services. In addition, these economic conditions have resulted in the past, and could result in the future, in higher inventory levels and the resulting excess capacity charges from our manufacturing partners if we need to slow production to reduce inventory levels. Further, in the event of a recession or threat of a recession our manufacturing partners, suppliers, distributors, and other third-party partners may suffer their own financial and economic challenges and as a result they may demand pricing accommodations, delay payment, or become insolvent, which could harm our ability to meet our customer demands or collect revenue or otherwise could harm our business. Similarly, disruptions in financial and/or credit markets may impact our ability to manage normal commercial relationships with our manufacturing partners, customers, suppliers and creditors and might cause us to not be able to continue to access preferred sources of liquidity when we would like, and our borrowing costs could increase. Thus, if general macroeconomic conditions, or conditions in the semiconductor industry, or conditions in our customer end markets deteriorate or experience a sustained period of weakness or slower growth, our business and financial results could be materially and adversely affected.

In addition to the above risks related to economic conditions, the U.S. has implemented a series of tariffs targeting various nations and industries. These announcements have triggered global reactions, affecting markets, slowing global economic growth, and heightening concerns about broader financial instability. Tariffs and escalations of trade tensions between the U.S. and its trading partners, especially China, and the decoupling of global economies could result in a global economic slowdown and long-term changes to global trade. See also, *"Adverse changes in the political, regulatory and economic policies of governments in connection with trade with China and Chinese customers may reduce the demand for our products and damage our business"* and "*Changes to U.S. or foreign tax, trade policy, government incentives, tariff and import/export regulations may have a material adverse effect on our business, financial condition and results of operations.*"

In addition, we are also subject to risk from inflation and increasing market prices of certain components, supplies, and commodity raw materials, which are incorporated into our end products or used by our manufacturing partners or suppliers to manufacture our end products. These components, supplies and commodities have from time to time become restricted, or general market factors and conditions have in the past and may in the future affect pricing of such components, supplies and commodities (such as inflation or supply chain constraints). As trade tensions escalate, our and our customers' global supply chains may face disruptions, reducing international trade efficiency. See also, *"Our gross margin and results of operations may be adversely affected in the future by a number of factors, including decreases in our average selling prices of products over time, shifts in our product mix, or price increases of certain components or third-party services due to inflation, supply chain constraints, or for other reasons."*

**We are subject to order and shipment uncertainties. If we are unable to accurately predict customer demand, we may hold excess or obsolete inventory, which would reduce our gross margin. Conversely, we may have insufficient inventory or be unable to obtain the supplies or contract manufacturing capacity to meet demand, which would result in lost revenue opportunities and potential loss of market share as well as damaged customer relationships.**

We typically sell products pursuant to purchase orders rather than long-term purchase commitments. Some of our customers have, and others may in the future, cancel or defer purchase orders on short notice without incurring a significant penalty. In addition, customers who have purchase commitments may not honor those commitments. Due to their inability to predict demand or for other reasons, during the last few years some of our customers have accumulated excess inventories and, as a consequence, they either have deferred or they may defer future purchases of our products. We cannot accurately predict what or how many products our customers will need in the future. Anticipating demand is difficult because our customers face unpredictable demand for their own products and are increasingly focused more on cash preservation and tighter inventory management.

We place orders with our suppliers based on forecasts of customer demand and, in some instances, may establish buffer inventories to accommodate anticipated demand. Our forecasts are based on multiple assumptions, each of which may introduce error into our estimates. For example, our ability to accurately forecast customer demand may be impaired by the delays inherent in our customer's product development processes, which may include extensive qualification and testing of components included in their products, including ours. In many cases, they design their products to use components from multiple suppliers. This creates the risk that our customers may decide to cancel or change product plans for products incorporating our semiconductor solutions prior to completion, which makes it even more difficult to forecast customer demand. In addition, while many of our customers are subject to purchase orders or other agreements that do not allow for cancellation, there can be no assurance that these customers will honor these contract terms and cancellation of these orders may adversely affect our business operations and demand forecast which is the basis for us to have products made.

Our products are incorporated into complex devices and systems, which creates supply chain cross-dependencies. Due to cross dependencies, supply chain disruptions have in the past and may in the future negatively impact the demand for our products. We have a limited ability to predict the timing of a supply chain correction. As we have a broad product portfolio and diversified products with many different SKUs, significant supply chain disruptions will cause us to have more work-in-process inventories that we hold to provide us with more flexibility to support our customers. If we cannot predict future customer demand or supply chain disruptions, then we may hold excess or obsolete inventory. Moreover, significant supply chain disruption may negatively impact the timing of our product shipments and revenue shipment linearity which may impact and extend our cash conversion cycle. In addition, the market share of our customers could be adversely impacted on a long-term basis due to any protracted supply chain disruption, which could negatively affect our results of operations. See also, *"We rely on our manufacturing partners for the manufacture, assembly, testing and packaging of our products, and the failure of any of these third-party vendors to deliver products or otherwise perform as requested or to be able to fulfill our orders could damage our relationships with our customers, decrease our sales and limit our ability to grow our business"* for additional information on the impacts of supply chain cross-dependencies on our business.

If we overestimate customer demand, our excess or obsolete inventory may increase significantly, which would reduce our gross margin and adversely affect our financial results. The risk of obsolescence and/or excess inventory is heightened for semiconductor solutions due to the rapidly changing market for these types of products. Conversely, if we underestimate customer demand or if insufficient manufacturing capacity is available, we would miss revenue opportunities and potentially lose market share and damage our customer relationships. In addition, any future significant cancellations or deferrals of product orders or the return of previously sold products could materially and adversely affect our profit margins, increase product obsolescence and restrict our ability to fund our operations.

**We operate in intensely competitive markets. Our failure to compete effectively would harm our results of operations.**

The semiconductor industry is extremely competitive. We currently compete with a number of large domestic and international companies in the business of designing semiconductor solutions and related applications, some of which have greater financial, technical and management resources than us. In addition, efforts to introduce new products into markets with entrenched competitors will expose us to additional competitive pressures. For example, we are facing, and expect we will continue to face, significant competition in the infrastructure, cloud and data center and networking markets. Additionally, customer expectations and requirements have been evolving rapidly. For example, customers now expect us to provide turnkey solutions and commit to future roadmaps that have technical risks.

Some of our competitors may be better situated to meet changing customer needs and secure design wins. Increasing competition in the markets in which we operate may negatively impact our revenue and gross margins. For example, competitors with greater financial resources may be able to offer lower prices than us, or they may offer additional products, services or other incentives that we may not be able to match.

We also may experience discriminatory or anti-competitive practices by our competitors that could impede our growth, cause us to incur additional expense or otherwise negatively affect our business. In addition, some of these competitors may use their market power to dissuade our customers from purchasing from us.

In addition, many of our competitors operate and maintain their own fabrication facilities and have longer operating histories, greater name recognition, larger customer bases, and greater sales, marketing and distribution resources than we do.

Moreover, the semiconductor industry has experienced increased consolidation over the past several years. For example, Broadcom acquired VMware in November 2023 and in August 2026 AMD announced its intent to acquire Taalas Inc. Consolidation among our competitors has led, and in the future could lead, to a changing competitive landscape, capabilities and market share, which could put us at a competitive disadvantage and harm our results of operations.

**Our gross margin and results of operations may be adversely affected in the future by a number of factors, including decreases in our average selling prices of products over time, shifts in our product mix, or price increases of certain components or third-party services due to inflation, supply chain constraints, or for other reasons.**

The products we develop and sell are primarily used for high-volume applications. While prices of our products have increased at times due to inflation and additional costs resulting from securing an increase in supply, the prices of our products have historically decreased. We expect that the average unit selling prices of our products will continue to be subject to significant pricing pressures. In addition, our more recently introduced products tend to have higher associated costs because of initial overall development and production expenses. Therefore, over time, we may not be able to maintain or improve our gross margin. Our financial results could suffer if we are unable to offset any reductions in our average selling prices by other cost reductions through efficiencies, introduction of higher margin products and other means.

To attract new customers or retain existing customers, we may offer certain price concessions to certain customers, which could cause our average selling prices and gross margin to decline. In the past, we have reduced the average selling prices of our products in anticipation of future competitive pricing pressures, new product introductions by us or by our competitors and other factors. We expect to continue to have to reduce prices of existing products in the future. Moreover, because of the wide price differences across the markets we serve, the mix and types of performance capabilities of our products sold may affect the average selling prices of our products and have a substantial impact on our revenue and margin. We may enter new markets in which a significant amount of competition exists, and this may require us to sell our products with lower gross margin than we earn in our established businesses. If we are successful in growing revenue in these markets, our overall margin may decline. Fluctuations in the mix and types of our products may also affect the extent to which we are able to recover the fixed costs and investments associated with a particular product, and as a result may harm our financial results.

Additionally, because we do not operate our own manufacturing, assembly, testing or packaging facilities, we are not able to reduce our costs as rapidly as companies that operate their own facilities and our costs may even increase, which could also reduce our gross margin. Our margin could also be impacted, for example, by the following factors: increased costs (including increased costs caused by tariffs, inflation, higher interest rates, or supply chain constraints); loss of cost savings if parts ordering does not correctly anticipate product demand or if the financial health of either our manufacturers partners or our suppliers deteriorates; excess inventory, or inventory holding and obsolescence charges. In addition, we are subject to risks from fluctuating market prices of certain components, which are incorporated into our products or used by our suppliers to manufacture our products. Supplies of these components may from time to time become restricted, or general market factors and conditions such as inflation or supply chain constraints have in the past affected, currently affect and may in the future affect pricing of such commodities. For example, recently there has been a tight supply environment for AI related components and manufacturing resources, such as advanced wafer fabrication, advanced packaging, and large body substrates which have in the past and may continue to result in increased lead times, inability to meet demand, and increased costs. Any increase in the price of components used in our products will adversely affect our margin.

We may enter into new markets, including markets with different business models, as a result of our acquisitions or for other reasons that may reduce our gross margin and operating margin. For example, for certain products we use an ASIC model to offer end-to-end solutions for intellectual property, design team, fab and packaging to deliver a tested, yielded product to customers. This business model tends to have a lower gross margin. In addition, the costs related to this type of business model typically include significant NRE costs that customers pay based on the completion of milestones. Our operating margin may decline if our customers do not agree to pay for NREs, if they do not pay enough to cover the costs we incur in connection with NREs, or non-payment of previously agreed NRE costs. In addition, our operating margin may decline if we are unable to sell products in sufficient volumes to cover the development costs that we have incurred. In addition, the ASIC business model requires us to use third-party intellectual property and we may lose business or experience reputational harm if third parties, including customers, lose confidence in our ability to protect their intellectual property rights. With respect to risks related to our use of third-party intellectual property, see also, "*We have been named as a party to several legal proceedings and may be named in additional ones in the future, including litigation involving our patents and other intellectual property, which could subject us to liability, require us to indemnify our customers, require us to obtain or renew licenses, require us to stop selling our products or force us to redesign our products.*"

WE ARE VULNERABLE TO PRODUCT DEVELOPMENT AND MANUFACTURING-RELATED RISKS

**We rely on our manufacturing partners for the manufacture, assembly, testing and packaging of our products, and the failure of any of these third-party vendors to deliver products or otherwise perform as requested or to be able to fulfill our orders could damage our relationships with our customers, decrease our sales and limit our ability to grow our business.**

We do not have our own manufacturing, assembly or packaging facilities and have very limited in-house testing facilities. Therefore, we currently rely on several third-party manufacturing partners to produce our products. We also currently rely on several third-party assembly, testing and packaging subcontractors to assemble, package and test our products. This exposes us to a variety of risks, including the following:

*Regional Concentration*

Taiwan Semiconductor Manufacturing Company Limited ("TSMC") is currently our sole source foundry for all of our advanced process-node wafers. In addition, most of our third-party assembly, testing and packaging facilities are located in Malaysia, Singapore, Taiwan and Canada. Because of the geographic concentration of most of these third-party business partners, including our dependence on TSMC in Taiwan, as well as most of our assembly, testing and packaging subcontractors, we are exposed to the risk that their operations may be disrupted by regional events including, for example, droughts, earthquakes (particularly in Taiwan and elsewhere in the Pacific Rim close to fault lines), tsunamis or typhoons, severe storms, power outages, or by actual or threatened public health emergencies, or by political, social or economic instability, or by geopolitical tensions and conflicts. In the case of such an event, our revenue, cost of goods sold and results of operations may be negatively impacted. In addition, there are limited numbers of alternative foundries capable of producing advanced technologies and identifying and implementing alternative manufacturing facilities would be time consuming and expensive. Although there is a movement in the U.S. to build more foundries locally and the U.S. government is providing funds or other incentives for certain companies to do so, we do not expect that such foundries will be available to us to produce certain types of advanced technologies any time soon, if ever. If we need to utilize alternate manufacturing facilities, either in Taiwan or elsewhere, we could experience significant expenses and delays in product shipments, which could harm our results of operations.

*Supply Constraints*

The ability of each of our manufacturing partners to provide us with materials and services is limited by its available capacity and existing obligations. Currently, the demand for our products is strong, and availability of our partners' to provide sufficient capacity, including advanced process node wafers, to meet customer demand is constrained. With certain exceptions our partners are not obligated to perform services or supply products to us for any specific period, in any specific quantities, or at any specific price, except as may be provided in a particular purchase order. It is possible that our manufacturing partners will prioritize and allocate additional supply to their customers who are larger than we are or that have long-term agreements with our main foundries may induce them to reallocate capacity to them. Moreover, if any of our third-party manufacturing partners or other suppliers are unable to secure the necessary raw materials from their suppliers, lose benefits under material agreements, experience power outages or labor shortages, or lack sufficient capacity to manufacture our products, encounter financial difficulties or suffer any other disruption or reduction in efficiency, we may encounter supply delays or disruptions, which could harm our business or results of operations.

There are a very limited number of foundries and consolidation of the foundries that provide services to us may adversely impact us. A foundry, supplier or other manufacturing partner could become unavailable to us if it is acquired by a competitor or a large company that may change the scope of the offerings. Or a foundry may not be suitable for us if it does not invest in, or have the ability to manufacture, advanced technologies. In particular, as we and others in our industry transition to smaller geometries, our manufacturing partners may be supply constrained or may charge premiums for these advanced technologies, which may harm our business or results of operations. See also, "*We may experience increased actual and opportunity costs as a result of our transition to smaller geometry process technologies.*" In addition, a foundry or supplier may become unavailable to us as a result of economic or political instability. Any disruption to our manufacturing partners could result in a material decline in our revenue, net income and cash flow.

Most of our products are not manufactured at more than one foundry at any given time, and our products typically are designed to be manufactured in a specific process at only one of these foundries. In particular, TSMC is currently the sole wafer supplier for our advanced node products, including our 3nm products. Accordingly, if one of our foundries, including TSMC, is unable to provide us with components as needed, it would be difficult for us to transition the manufacture of our products to other foundries, and we could experience significant delays in securing sufficient supplies of those components. Any disruption to our foundry partners could result in a material decline in our revenue, net income and cash flow. In addition, our assembly, testing and packaging partners may be single sourced and it may be difficult for us to transition to other manufacturing partners for these services.

In order to secure sufficient capacity when demand is high and to mitigate the risks described in the foregoing paragraph, we have entered into, and in the future may enter into, various arrangements with certain manufacturing partners or other suppliers that could be costly and harm our results of operations, such as nonrefundable deposits with, or loans to, such parties in exchange for capacity commitments, or contracts that commit us to purchase specified quantities of components over extended periods. In particular, we have entered into a capacity reservation agreement with TSMC pursuant to which we agreed to make substantial advance payments in exchange for wafer capacity over a multi-year period. Under this arrangement, we are required to purchase specified target quantities of wafers during the term, and if we do not meet such target quantities, we may forfeit a proportional portion of our advance payments. We may not be able to make such arrangements in the future in a timely fashion or at all, and any arrangements may be costly, reduce our financial flexibility, and not be on terms favorable to us. Moreover, if we are able to secure capacity, we may be obligated to use all of that capacity or incur penalties. These penalties may be expensive and could harm our financial results.

We are currently in a supply constrained environment. These supply challenges have limited our ability to fully satisfy demand for some of our products. For example, there continues to be a tight supply environment for AI related components and manufacturing resources, such as advanced wafer fabrication, advanced packaging, and large body substrates which results in increased lead times, inability to meet demand, and increased costs.

*Uncertain Yields and Quality*

The fabrication of our products is a complex and technically demanding process. Our manufacturing partners have from time to time experienced manufacturing defects and lower manufacturing yields, which are difficult to detect at an early stage of the manufacturing process and may be time consuming and expensive to correct. Changes in manufacturing processes or the inadvertent use of defective or contaminated materials by our foundries could result in lower than anticipated manufacturing yields or unacceptable performance. In addition, we may face lower manufacturing yields and reduced quality in the process of ramping up and diversifying our manufacturing partners. Poor yields from our manufacturing partners, or defects, integration issues or other performance problems with our products could cause us significant customer relations and business reputation problems, harm our financial performance and result in financial or other damages to our customers. Our customers could also seek damages in connection with product liability claims, which would likely be time consuming and costly to defend. In addition, defects could result in other significant costs. See also, *"Costs related to defective products could have a material adverse effect on us."*

Because we rely on outside manufacturing partners, we have a reduced ability to directly control product delivery schedules and quality assurance, which has in the past and may in the future result in product shortages or quality assurance problems that delay shipments or increase costs.

*Commodity Prices*

We are also subject to risk from increasing or fluctuating market prices of certain commodity raw materials, including gold and copper, which are incorporated into our end products or used by our suppliers to manufacture our end products. Supplies for such commodities have from time to time become restricted, or general market factors and conditions have in the past affected and may in the future affect pricing of such commodities (such as inflation or supply chain constraints).

**We may experience increased actual and opportunity costs as a result of our transition to smaller geometry process technologies.**

In order to remain competitive, we have transitioned, and expect to continue to transition, our semiconductor products to increasingly smaller line width geometries. We periodically evaluate the benefits, on a product-by-product basis, of migrating to smaller geometry process technologies. We also evaluate the costs of migrating to smaller geometry process technologies including both actual costs such as increased mask costs and wafer costs and increased costs related to EDA (electronic design automation) tools and the opportunity costs related to the technologies we choose to forego. These transitions are imperative for us to be competitive with the rest of the industry and to target some of our product development in high growth areas to these advanced nodes, which has resulted in significant initial design and development costs. After the Synopsys-Ansys merger, three companies are expected to control approximately 75% of the global EDA market and this concentration in EDA tools that we rely on for chip design may raise the risk of reduced vendor choice and increased pricing to us in connection with our design workflows.

We have been, and may continue to be, dependent on our relationships with our manufacturing partners to transition to smaller geometry processes successfully. We cannot ensure that the partners we use will be able to effectively manage any future transitions. In addition, there are a very limited number of foundries capable of producing advanced technologies, and identifying and implementing alternative manufacturing facilities would be time consuming. If we or any of our partners experience significant delays in a future transition or fail to efficiently implement a transition, we could experience reduced manufacturing yields, delays in product deliveries and increased expenses, all of which could harm our relationships with our customers and our results of operations.

As smaller geometry processes become more prevalent, we expect to continue to integrate greater levels of functionality, as well as customer and third-party intellectual property, into our products. However, we may not be able to achieve higher levels of design integration or deliver new integrated products on a timely basis, if at all. Moreover, even if we are able to achieve higher levels of design integration, such integration may have a short-term adverse impact on our results of operations, as we may reduce our revenue by integrating the functionality of multiple chips into a single chip.

**We rely on our customers to design our products into their systems, and the nature of the design process requires us to incur expenses prior to customer commitments to use our products or recognizing revenues associated with those expenses which may adversely affect our financial results.**

One of our primary focuses is on winning competitive bid selection processes, known as “design wins,” to develop products for use in our customers’ products. We devote significant time and resources in working with our customers’ system designers to understand their future needs and to provide products that we believe will meet those needs and these bid selection processes can be lengthy. If a customer’s system designer initially chooses a competitor’s product, it becomes significantly more difficult for us to sell our products for use in that system because changing suppliers can involve significant cost, time, effort and risk for our customers. Thus, our failure to win a competitive bid can result in our foregoing revenues from a given customer’s product line for the life of that product. In addition, design opportunities may be infrequent or delayed. Our ability to compete in the future will depend, in large part, on our ability to design products to ensure compliance with our customers’ and potential customers’ specifications. We expect to invest significant time and resources and to incur significant expenses to design our products to ensure compliance with relevant specifications.

We often incur significant expenditures in the development of a new product without any assurance that our customers’ system designers will select our product for use in their applications. We often are required to anticipate which product designs will generate demand in advance of our customers expressly indicating a need for that particular design. Even if our customers’ system designers select our products, a substantial period of time will elapse before we generate revenues related to the significant expenses we have incurred.

The reasons for this delay generally include the following elements of our product sales and development cycle timeline and related influences:

- our customers usually require a comprehensive technical evaluation of our products before they incorporate them into their designs;
- it can take from six months to three years from the time our products are selected to commence commercial shipments; and
- our customers may experience changed market conditions or product development issues.

The resources devoted to product development and sales and marketing may not generate material revenue for us, and from time to time, we may need to write off excess and obsolete inventory if we have produced product in anticipation of expected demand. We may spend resources on the development of products that our customers may not adopt. If we incur significant expenses and investments in inventory in the future that we are not able to recover, and we are not able to compensate for those expenses, our operating results could be adversely affected. In addition, if we sell our products at reduced prices in anticipation of cost reductions but still hold higher cost products in inventory, our operating results would be harmed.

Additionally, even if system designers use our products in their systems, we cannot assure you that these systems will be commercially successful or that we will receive significant revenue from the sales of our products for those systems. As a result, we may be unable to accurately forecast the volume and timing of our orders and revenues associated with any new product introductions.

We have in the past, and may continue to, make custom or semi-custom products on an exclusive basis for some of our customers for a negotiated period of time. The percentage of our sales related to custom or semi-custom products has been increasing over the last few years. Any revenue from sales of our custom or semi-custom products is directly related to sales of the third-party customer's products and reflective of their success in the market. We have no control over the marketing efforts of these third-party customers and cannot make any assurances that sales of their products will be successful in current or future years. The demand for our custom products also depends on how well they perform in the customer's intended application. Even if we execute according to the customer's specifications, there is no guarantee that the customer's design will meet their performance needs. In addition, if these customers are bought by our competitors or other third parties, they may terminate agreements related to these custom or semi-custom products or otherwise limit our access to technology necessary for the production of these products. As a result, there may be no other customers for these products due to their custom or semi-custom nature. Consequently, we may not fully realize our expectations for custom or semi-custom product revenue and our operating results may be adversely affected.

Additionally, failure of our customers to agree to pay for NRE costs or failure to pay enough to cover the costs we incur in connection with NREs, or non-payment of previously agreed NRE costs due to us, can harm our financial results.

**If we are unable to develop and introduce new and enhanced products that achieve market acceptance in a timely and cost-effective manner, our results of operations and competitive position will be harmed.**

Our future success will depend on our ability to develop and introduce new products and enhancements to our existing products that address customer requirements, in a timely and cost-effective manner and are competitive as to a variety of factors. For example, we must successfully identify customer requirements and design, develop and produce products on time that compete effectively as to price, functionality and performance. We sell products in markets that are characterized by rapid technological change, evolving industry standards, frequent new product introductions, and increasing demand for higher levels of integration and smaller process geometries. If we do not accurately predict which new product features or requirements our customers will want in the future and adjust our business ahead of time, we could lose market share, face unexpected costs, and accumulate excess inventory, which would negatively affect our business and results of operations. See also, "*We rely on our customers to design our products into their systems, and the nature of the design process requires us to incur expenses prior to customer commitments to use our products or recognizing revenues associated with those expenses which may adversely affect our financial results*."

In addition, the development of new semiconductor solutions is highly complex and, due to a variety of factors, including supply chain cross-dependencies, dependencies on EDA and similar tools, dependencies on the use of third-party, business partner or customer intellectual property, collaboration and synchronization requirements with business partners and customers, requirements to establish new manufacturing, testing, assembly and packing processes, and other factors, we may experience delays in completing the design, development, production and introduction of our new products. Any delays could result in increased development costs, hurt our customer relationships including our ability to win new designs, resulting in lost potential future revenue, or impact our ability to allocate resources to other projects. See also, *"We rely on our manufacturing partners for the manufacture, assembly, testing and packaging of our products, and the failure of any of these third-party vendors to deliver products or otherwise perform as requested or to be able to fulfill our orders could damage our relationships with our customers, decrease our sales and limit our ability to grow our business"* for additional information on the impacts of supply chain cross-dependencies on our business.

Our ability to adapt to changes and to anticipate future industry standards, and the rate of adoption and acceptance of those standards, will be a significant factor in maintaining or improving our competitive position and prospects for growth. We may also have to incur substantial unanticipated costs to comply with these new standards. Our success will also depend on the ability of our customers to develop new products and enhance existing products for the markets they serve and to introduce and promote those products successfully and in a timely manner. Even if we and our customers introduce new and enhanced products to the market, those products may not achieve market acceptance.

**Some of our customers require our products and our third-party manufacturing partners to undergo a lengthy and expensive qualification process which does not assure product sales. If we are unsuccessful or delayed in qualifying these products with a customer, our business and operating results would suffer.**

Prior to purchasing our products, some of our customers require that both our products and our third-party manufacturing partners undergo extensive qualification processes, which involve testing of our products in the customers' systems, as well as testing for reliability. This qualification process can take several months and qualification of a product by a customer does not assure any sales of the product to that customer. Even after successful qualification and sales of a product to a customer, a subsequent revision in our third-party manufacturing partners' process or our selection of a new supplier may require a new qualification process with our customers, which may result in delays and in our holding excess or obsolete inventory. After our products are qualified, it can take several months or more before the customer commences volume production of components or systems that incorporate our products. Despite these uncertainties, we devote substantial resources, including design, engineering, sales, marketing and management efforts, to qualify our products with customers in anticipation of sales. If we are unsuccessful or delayed in qualifying these products with a customer, sales of the products to the customer may be precluded or delayed, which may impede our growth and cause our business to suffer.

**Costs related to defective products could have a material adverse effect on us.**

We make highly complex semiconductor solutions and, accordingly, there is a risk of defects in our products. Such defects can give rise to the significant costs noted below. Moreover, since the cost of replacing defective products is often much higher than the value of the products themselves, we are subject to damage claims from customers in excess of the amounts they pay us for our products, including consequential damages. We also face exposure to potential liability resulting from the fact that our customers typically integrate the semiconductor solutions we sell into numerous consumer products. We are exposed to product liability claims if our semiconductor solutions or the consumer products integrated with our semiconductor solutions malfunction. In addition, our customers may issue recalls on their products if they prove to be defective or make compensatory payments in accordance with industry or business practice or in order to maintain good customer relationships. If such recalls or payments are the result of a defect in one of our products, our customers may seek to recover all or a portion of their losses from us. Recalls of our customers' products in certain end-markets, such as with our base station customers, may cause us to incur significant costs.

In addition, despite our testing procedures, we cannot ensure that errors will not be found in new products or releases after commencement of commercial shipments in the future. Such errors could result in:

- loss of or delay in market acceptance of our products;
- material recall and replacement costs;
- delay in revenue recognition or loss of revenue;
- writing down the inventory of defective products;
- the diversion of the attention of our engineering employees from product development efforts;
- our having to defend against litigation related to defective products or related property damage or personal injury; and
- damage to our reputation in the industry that could adversely affect our relationships with our customers.

In addition, the process of identifying a recalled product in devices that have been widely distributed may be lengthy and require significant resources. We may have difficulty identifying the end customers of the defective products in the field, which may cause us to incur significant replacement costs, contract damage claims from our customers and further reputational harm. Any of these problems could materially and adversely affect our results of operations.

Despite our best efforts, security vulnerabilities may exist with respect to our products. Mitigation techniques designed to address such security vulnerabilities, including software and firmware updates or other preventative measures, may not operate as intended or effectively resolve such vulnerabilities. Software and firmware updates and/or other mitigation efforts may result in performance issues, system instability, data loss or corruption, unpredictable system behavior, or the theft of data by third parties, any of which could significantly harm our business and reputation. We may depend on our business partners or on other third parties, such as customers and end users, to deploy our mitigations alone or as part of their own mitigations, and they may delay, decline or modify the implementation of such mitigations. See also, *"Cybersecurity risks could adversely affect our business and disrupt our operations."*

**We rely on third-party distributors and manufacturers' representatives and the failure of these distributors and manufacturers' representatives to perform as expected could reduce our future sales.**

From time to time, we enter into relationships with distributors and manufacturers' representatives to sell our products, and we are unable to predict the extent to which these partners will be successful in marketing and selling our products. Moreover, many of our distributors and manufacturers' representatives also market and sell competing products, and may terminate their relationships with us at any time. Our future performance will also depend, in part, on our ability to attract additional distributors or manufacturers' representatives that will be able to market and support our products effectively, especially in markets in which we have not previously distributed our products. If we cannot retain or attract distributors or manufacturers' representatives, or if any of our distributors or manufacturer's representatives are unsuccessful in marketing and selling our products or terminate their relationships with us, our sales and results of operations will be harmed.

WE OPERATE GLOBALLY AND ARE SUBJECT TO SIGNIFICANT RISKS IN MANY JURISDICTIONS

**Adverse changes in the political, regulatory and economic policies of governments in connection with trade with China and Chinese customers may reduce the demand for our products and damage our business.**

Regulatory activity, such as tariffs, export controls, economic sanctions, and related laws have in the past and may continue to materially limit our ability to make sales to customers in China, which has in the past and may continue to harm our results of operations, reputation and financial condition. Moreover, to the extent the governments of China, the United States or other countries seek to promote use of domestically produced products or to reduce the dependence upon or use of products from another country (sometimes referred to as "decoupling"), they may adopt or apply regulations or policies that have the effect of reducing business opportunities for us. Such actions may take the form of specific restrictions on particular customers, products, technology areas, or business combinations.

For example, in the area of investments and mergers and acquisitions, the United States announced new requirements for approval by the United States government of outbound investments; and the approval by China regulatory authorities is required for business combinations of companies that conduct business in China over specific thresholds, regardless of where those businesses are based. In April 2026, China's National Development and Reform Commission announced a security review decision prohibiting the foreign acquisition of Manus, a China based AI platform, and requiring the parties to unwind the transaction, which commentators described as the first reported order to unwind a consummated deal under China's Foreign Investment Security Review Measures. This decision demonstrates that Chinese authorities may scrutinize, condition, prohibit, or seek to unwind even completed cross-border transactions involving China-origin technology, personnel, or businesses on national security grounds, including where a target has sought to relocate outside China. Chinese authorities may also use a range of regulatory tools, including foreign investment security review, technology export controls, cross-border data transfer rules, and merger control under the Anti-Monopoly Law, to investigate transactions involving sensitive technologies. As a result, our investments, partnerships, acquisitions, divestitures, and other strategic transactions involving a China nexus may be subject to longer review periods, additional conditions, post-closing intervention, or other regulatory uncertainty.

Restrictions may also be imposed based on whether the supplier is considered unreliable or a security risk. For example, the Chinese government adopted a law that would restrict purchases from suppliers deemed to be "unreliable suppliers." In May 2023, the Cyberspace Administration of China banned the sale of Micron Technology, Inc.'s products to certain entities in China and stated that such products pose significant security risks to China's critical information infrastructure supply chain and national security. In addition, China has in the past and may in the future use export controls to restrict rare earth minerals, and access to rare earth minerals has been used in the past and could be used in the future as a geopolitical tool in trade negotiations between the United States and China. In addition, China has responded, seemingly in retaliation to tariffs on imported goods, by announcing antitrust probes against certain U.S. technology companies. While we are not currently the subject of such an antitrust probe, there can be no assurance that such a probe will not be initiated in the future, which may result in substantial costs and may divert our attention and resources. While we do not expect these announced restrictions to materially impact us, any export restrictions reducing our ability to conduct business can adversely impact our revenues, profits and results of operations.

Concerns that semiconductors are necessary for national security, manufacturing and critical infrastructure, as well as concerns of their potential use to restrict human rights, has led to increased U.S. export restrictions impacting sales of semiconductors and semiconductor technology to China or specific customers in China. While most of our products that are shipped to China are processed and placed into larger systems, after which they are distributed to customers in global markets outside of China, a small portion of our products are shipped into China and remain there. For example, the addition of certain companies to the Entity List, which places export restrictions on certain foreign persons or entities by the U.S. Department of Commerce's Bureau of Industry and Security (the "BIS"), has dampened demand for our products. Due to the U.S. government restricting sales to certain customers in China, sales to some customers require licenses for us to export our products; however, in the past some of these licenses have been delayed or denied, and there can be no assurances that requests for future licenses will be approved by the U.S. government. In addition, certain existing export licenses to China may be revoked due to changes in U.S. government policy. In February 2022, the U.S. National Science and Technology Council published an updated list of critical and emerging technologies, which includes semiconductors, as part of an ongoing effort to identify advanced technologies that are potentially significant to U.S. national security, which could result in more stringent export controls or a greater number of our products requiring a license for export to China. In addition, the BIS released new controls on the export of advanced computing and semiconductor manufacturing items to China as well as transactions related to supercomputer end-uses in China with the aim of addressing U.S. national security and foreign policy concerns. The regulations published in October 2022 included new restrictions on U.S. persons with respect to activities that are not subject to the Export Administration Regulations ("EAR"), which differs from the agency's historical approach of controlling items that are subject to the EAR, and the regulations published in October 2023, November 2024, and January 2025 expanded the October 2022 rule imposing additional licensing requirements for exports to China (and certain other countries) of integrated circuits exceeding certain performance thresholds, expanding the jurisdiction of the EAR to more foreign made items in certain cases, amending the definition of advanced node, and adding further entities to the Entity List. In January 2025, the AI Diffusion Rule was issued. Then in May 2025, the BIS said it intends to cancel the AI Diffusion Rule and release new rules. The BIS announcement creates uncertainty about what products, technologies, or software might be covered by future rules.

In 2025, U.S. government interactions with U.S. semiconductor companies implied that as a condition to obtaining and maintaining export licenses for certain products and technologies destined for China, they remit to the U.S. government a fee equal to fifteen percent (15%) of the gross revenue derived from such China-related sales. In January 2026, BIS issued a new licensing policy related to chips from certain semiconductor companies, including a twenty-five percent (25%) tariff and other requirements. Historically, restrictions on sales to China were implemented by the U.S. government as national security measures that did not include revenue-sharing arrangements and export licensing was not tied to revenue sharing with the U.S. government. While these U.S. government actions did not impact Marvell, if such revenue sharing were to be imposed on our China-derived revenue, it could erode our gross margins, reduce our pricing flexibility, and potentially prompt us to curtail or discontinue sales in China.

In addition to direct impacts on our products there may be indirect impacts to our business that we cannot easily quantify such as the fact that export restrictions may also impact some of our other customers' products that incorporate ours as a component, or that may cause customers to develop their own products or solutions instead of purchasing from us or to acquire products or solutions from our competitors or other third-party sources. Moreover, concerns that U.S. companies may not be reliable suppliers as a result of the foregoing and other actions has caused, and may in the future cause, some of our customers in China to amass large inventories of our products well in advance of need or cause some of our customers to replace our products in favor of products from other suppliers. This can adversely affect accurately assessing our current and future demand for our products and our business.

Most of our products are manufactured by third-party foundries located in Taiwan. In addition to restrictions imposed by the United States or China on exports or imports from one another, we may be adversely impacted by export restrictions, labeling requirements or other trade related issues or disputes, or political conflicts or tensions between China and Taiwan as these restrictions and requirements could impact or delay the delivery of our products to our customers in China.

We typically sell products to customers in China pursuant to purchase orders rather than long term purchase commitments. Some customers in China may be able to cancel or defer purchase orders on short notice without incurring a penalty and, therefore, they may be more likely to do so while the tariffs and trade restrictions are in effect. See also, the Risk Factor entitled *"We are subject to order and shipment uncertainties. If we are unable to accurately predict customer demand, we may hold excess or obsolete inventory, which would reduce our gross margin. Conversely, we may have insufficient inventory or be unable to obtain the supplies or contract manufacturing capacity to meet demand, which would result in lost revenue opportunities and potential loss of market share as well as damaged customer relationships."*

**Changes to U.S. or foreign tax, trade policy, government incentives, tariff and import/export regulations may have a material adverse effect on our business, financial condition and results of operations.**

Changes in U.S. or foreign international tax, social, political, regulatory and economic conditions or in laws and policies governing foreign trade, manufacturing, development and investment in the territories or countries where we currently sell our products or conduct our business have in the past and could in the future adversely affect our business. The U.S. government has in the past, and may in the future, instituted or proposed changes in trade policies that included the negotiation or termination of trade agreements, the imposition of higher tariffs on imports into the U.S., economic sanctions on individuals, corporations or countries, and other government regulations affecting trade between the U.S. and other countries where we conduct our business. For example, in 2025 and 2026, the current presidential administration announced new tariffs on imports from many countries including Canada, China and Mexico. These new tariffs have not had a significant impact on the Company, however, any new tariffs and other changes in U.S. trade policy could trigger retaliatory actions by affected countries, which may adversely impact our business.

On April 14, 2025, the BIS announced the initiation of investigations into the effects on U.S. national security of imports of semiconductors under Section 232 of the Trade Expansion Act of 1962. The scope of the investigation includes semiconductors, semiconductor manufacturing equipment, and their derivative products including semiconductor substrates and bare wafers, legacy chips, leading-edge chips, microelectronics, and other components. BIS transmitted its report to the President on December 22, 2025, concluding that imports of these products threaten U.S. national security given that the U.S. currently fully manufactures only approximately 10 percent of the chips it requires. While the Secretary's report has not been publicly released, the investigation may result in additional tariffs and trade restrictions, which may adversely impact our business.

In addition, the U.S. government has in the past, and may in the future, adopted policies that discourage corporations from outsourcing manufacturing and production activities to foreign jurisdictions, including through tariffs or penalties on goods manufactured outside the U.S., which required us to change the way we conduct business. Political changes and trends such as populism, protectionism, economic nationalism and sentiment toward multinational companies and resulting changes to trade, tax or other laws and policies may be disruptive to our businesses. These changes in U.S. and foreign laws and policies have the potential to adversely impact the U.S. economy or certain sectors thereof, our industry and the global demand for our products, and as a result, could have a material adverse effect on our business, financial condition and results of operations. See also, *"Adverse changes in the political, regulatory and economic policies of governments in connection with trade with China and Chinese customers may reduce the demand for our products and damage our business"* and *"Changes in existing taxation benefits, tax rules or tax practices may adversely affect our financial results."*

We benefit from agreements with governmental agencies that incentivize investment within the jurisdictions through refunds or other credits associated with the investments. Receipt of benefits under incentive agreements may depend on several factors, including but not limited to, our ability to fulfill commitments regarding employment of personnel, investment, or performance of specified activities in the applicable jurisdictions as well as changes in foreign laws, and are subject to government agency reviews and audits of qualifying expenditures. In addition, changes in our business plans, including divestitures, as well as changes to applicable laws, regulations, or government interpretations and audits could result in loss of benefits and termination of or renegotiation of an agreement. If our incentive agreement were terminated or renegotiated, or if our ultimate benefits received are less than we have recognized, results of operations and our financial position could be harmed.

**We face additional risks due to the extent of our global operations since a majority of our products, and those of many of our customers, are manufactured and sold outside of the United States. The occurrence of any or a combination of the additional risks described below would significantly and negatively impact our business and results of operations.**

A substantial portion of our business is conducted outside of the United States and, as a result, we are subject to foreign business, political and economic risks. Most of our products are manufactured by our manufacturing partners outside of the United States. Most of our current qualified integrated circuit foundries are located in the same region within Taiwan. In addition, our primary assembly, testing and packaging subcontractors are located in the Pacific Rim region. For example, a substantial amount of our revenue is derived from products manufactured in Taiwan and as a result, disruptions to business in Taiwan, whether political, military, natural disasters or other events will adversely impact our business. In addition, many of our customers have operations located outside of the United States, primarily in Asia, which further exposes us to foreign risks. Sales shipped to customers with operations in Asia represented approximately 84% and 76% of our net revenue in the three months ended August 1, 2026 and August 2, 2025, respectively.

We also have substantial operations outside of the United States. We anticipate that our manufacturing, assembly, testing, packaging and sales outside of the United States will continue to account for a substantial portion of our operations and revenue in future periods.

Accordingly, we are subject to risks associated with international operations, including:

- political, social and economic instability, military hostilities including invasions, wars, terrorism, political unrest, boycotts, curtailment of trade and other business restrictions;
- volatile global economic conditions, including downturns or recessions in which some competitors may become more aggressive in their pricing practices, which would adversely impact our gross margin;
- compliance with domestic and foreign export and import regulations, including any pending changes thereto, and difficulties in obtaining and complying with domestic and foreign export, import and other governmental approvals, permits and licenses;
- local laws and practices that favor local companies, including business practices that are prohibited by the U.S. Foreign Corrupt Practices Act and other anti-corruption laws and regulations;
- difficulties in staffing, managing or closing foreign operations;
- natural disasters or other events, including droughts or other water shortages, earthquakes, fires, tsunamis and floods, or power outages;
- trade restrictions, higher tariffs, worsening trade relationship between the United States and China (or other countries), or changes in cross border taxation, particularly in light of the tariffs imposed by the U.S. government;
- transportation delays due to the blockage of the Suez Canal affecting the flow of trade out of Asia, actions taken by the Houthis on vessels in the Red Sea, military blockades in the Strait of Hormuz, port closures and similar logistical issues;
- difficulties in obtaining, managing or terminating foreign distributors;
- less effective protection of intellectual property than is afforded to us in the United States or other developed countries;
- inadequate local infrastructure;
- actual or threatened public health emergencies such as the COVID-19 pandemic on our operations, employees, customers and suppliers; and
- exposure to local banking, currency control and other financial-related risks.

For example, we are subject to risks related to armed conflict in Israel and the Middle East. We have employees in Israel. These employees may be impacted by: (1) disruptions to operations and business continuity, including physical damage or impaired access to company facilities, offices or technology, and disruptions in access to electricity, gasoline or water, and (2) workforce disruptions, including the mobilization of employees who are members of the Israeli military reserves to active duty, disrupted communication with employees in the conflict zone and restrictions on movement in areas subject to armed conflict. While these disruptions are not currently expected to have a material impact on us, at this time we are unable to predict the full impact this conflict will have on us and our employees in the future.

As a result of having global operations, the sudden disruption of the supply chain and/or disruption of the manufacture of our customer's products caused by events outside of our control has in the past and may in the future impact our results of operations by impairing our ability to timely and efficiently deliver our products. See also, *"We rely on our manufacturing partners for the manufacture, assembly, testing and packaging of our products, and the failure of any of these third-party vendors to deliver products or otherwise perform as requested or to be able to fulfill our orders could damage our relationships with our customers, decrease our sales and limit our ability to grow our business."*

Moreover, the international nature of our business subjects us to risk associated with the fluctuation of the U.S. dollar versus foreign currencies. Decreases in the value of the U.S. dollar versus currencies in jurisdictions where we have large fixed costs, or where our third-party manufacturing partners have significant costs, will increase the cost of such operations which could harm our results of operations. In addition, an appreciation of the U.S. dollar relative to the local currency could reduce sales of our products.

WE ARE SUBJECT TO RISKS ASSOCIATED WITH THE RAPID GROWTH OF THE COMPANY AND WITH OUR STRATEGIC TRANSACTIONS

**Recent, current and potential future acquisitions, strategic investments, divestitures, mergers or joint ventures may subject us to significant risks, any of which could harm our business.**

Our long-term strategy has included in the past, and may continue to include in the future, identifying and acquiring, investing in or merging with suitable companies, or divesting certain business lines, assets or activities. In particular, over time, we may acquire, make investments in, or merge with providers of product offerings that complement our business or may terminate or dispose of business lines, assets or activities if they are no longer in alignment with our operational strategy and priorities. For example, on August 14, 2025, the Company sold its automotive ethernet business to Infineon Technologies AG for $2.5 billion in an all-cash transaction. On February 2, 2026, we completed our acquisition of Celestial AI, Inc. and on February 10, 2026, we completed our acquisition of XConn Technologies. This strategy, and our willingness to use cash to pay for acquisitions, may be adversely impacted by high or increasing interest rates.

Mergers, acquisitions and divestitures include a number of risks and present financial, managerial and operational challenges. Given that our resources are limited, any decision to pursue a transaction has opportunity costs; accordingly, if we pursue a particular transaction, we may need to forgo the prospect of entering into other transactions or making other capital allocation decisions that could help us achieve our strategic objectives.

Any acquired business, technology, service or product could significantly underperform relative to our expectations. Our acquisitions may not further our business strategy as we expected, we may not integrate an acquired company or technology as successfully as we expected, we may impose our business practices that adversely impact the acquired business or we may overpay for, or otherwise not realize the expected return on our investments, each or all of which could adversely affect our business or operating results and potentially cause impairment to assets that we recorded as a part of an acquisition including intangible assets and goodwill. In addition, the use of our stock to finance, or partially finance, an acquisition such as in our acquisitions of Celestial AI and XConn Technologies, will result in an increase in the number of outstanding shares and will reduce the ownership percentage of each of our outstanding stockholders.

With respect to the Celestial AI transaction, we may be required to pay additional cash or to issue additional shares of our common stock through fiscal 2029 pursuant to the terms of an earnout. This earnout structure may create risks and uncertainties that could adversely affect our business, financial condition, results of operations and stock price. Under the acquisition agreement, we may be required to issue 24.4 million additional shares of our common stock if Celestial achieves specified cumulative revenue milestones through the end of fiscal 2029, and any such issuances would dilute existing stockholders and could create an overhang that adversely affects the market price of our common stock. In addition, the fair value of the earnout contingent consideration liability is based on assumptions and other relevant inputs, including forecasted revenue, the probability of achieving the applicable milestones, volatility, our stock price and other relevant assumptions, and significant changes in any of these assumptions or inputs could materially affect the fair value of the earnout and result in material non-cash gains or losses and increased volatility in our reported financial results. In addition, disputes could arise regarding the calculation of Celestial's cumulative revenue for earnout purposes, resulting in significant costs and management distraction. Further, in connection with offsetting certain of our earnout obligations, we entered into a cash-settled forward stock purchase transaction on our common stock that is scheduled to mature in approximately one year from March 31, 2026 and is subject to early termination under certain circumstances; as a result, we may be exposed to additional market, liquidity, operational and counterparty risks, including the risk that we may be required to make a significant cash payment at settlement (or upon early termination) if our stock price declines relative to the forward price, that our ability to timely file and maintain an effective registration statement covering the resale of the hedge shares could affect settlement mechanics and timing, and that the forward counterparty's hedging and resale activity could increase volatility in, or adversely affect, the market price of our common stock, any of which could exacerbate the dilution, overhang and stock-price risks associated with the earnout and could adversely affect our financial condition and results of operations.

When we decide to sell assets or a business, we may have difficulty selling on acceptable terms in a timely manner or at all. These circumstances could delay the achievement of our strategic objectives or cause us to incur additional expense, or we may sell a business or other assets at a price or on terms that are less favorable than we had anticipated, resulting in a loss on the transaction.

If we do enter into agreements with respect to acquisitions, divestitures, or other transactions, these transactions, or parts of these transactions, may fail to be completed due to factors such as: failure to obtain regulatory or other approvals; disputes or litigation; or difficulties obtaining financing for the transaction. In addition, such transactions are increasingly being subjected to regulatory review and other burdens, which could delay the closing of any transaction and greatly increase the costs related to such transaction. For example, in October 2024, the U.S. Federal Trade Commission announced new Hart-Scott-Rodino ("HSR") rules that greatly expand disclosure requirements and require significantly more time to prepare filings. While these new HSR rules may have been overturned recently, if no stay or emergency relief is granted, the October 2024 rules will again become effective. In addition, there have been other recent changes to rules related to merger transactions such as requirements to file certain national security-related transactions with the U.S. Department of War and the announcement of new merger control filing requirements in California that will become effective in January 2027.

If we fail to complete a transaction, we may nonetheless have incurred significant expenses in connection with such transaction. Failure to complete a pending transaction may result in negative publicity and a negative perception of us among the investment community.

Our use of cash to fund our acquisitions, or partially fund our acquisitions in the case of Celestial AI and XConn Technologies, has reduced our liquidity and may (i) limit our flexibility in responding to other business opportunities and (ii) increase our vulnerability to adverse economic and industry conditions. Furthermore, the financing agreements in connection with our outstanding indebtedness contain negative covenants, limitations on indebtedness, liens, sale and leaseback transactions and mergers and other fundamental changes. Our ability to comply with these negative covenants can be affected by events beyond our control. See also, *"We are subject to risks related to our debt obligations."*

For all these reasons, our pursuit of an acquisition, investment, divestiture, merger or joint venture could cause our actual results to differ materially from those anticipated.

**We may not be able to scale our business quickly enough to meet our customers' needs or in an efficient manner, which could harm our operating results.**

Over the last few years, we have rapidly increased in size. As a result, we have had to, and expect in the future to continue to need to, appropriately scale our business, internal systems and organization and to continue to improve our operational, financial and management controls, reporting systems and procedures, to serve our growing customer base. Even if we are able to upgrade our systems and expand our staff, any such expansion will likely be expensive and complex, requiring management's time and attention. We could also face inefficiencies, reduced productivity or operational failures as a result of our efforts to scale our business. Moreover, there are inherent risks associated with upgrading, improving and expanding our information technology systems. We cannot be sure that the expansion and improvements to our business operations will be fully or effectively implemented on a timely basis, if at all. Any failure of, or delay in, these efforts could negatively impact performance and financial results.

**The rights, preferences and privileges of our preferred stock may adversely affect holders of our common stock, and our issuance of preferred stock to NVIDIA may reduce the market price of our common stock.**

On March 31, 2026, we issued and sold to NVIDIA 2,000,000 shares of our Series A Convertible Preferred Stock for an aggregate purchase price of $2.0 billion in cash. The Series A Preferred Stock is convertible into shares of our common stock at the option of the holder, subject to (if applicable) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and will automatically convert immediately prior to the closing of a sale of the Series A Preferred Stock to us or a non-affiliate of NVIDIA. The Series A Preferred Stock is initially convertible in the aggregate into up to 21,778,000 shares of our common stock based on an initial stated value of $1,000 per share and an initial conversion price of approximately $91.8355 per share, and the conversion ratio is subject to adjustment in certain circumstances (including in connection with stock dividends and stock splits).

The Series A Preferred Stock provides NVIDIA with rights that differ from the rights of holders of our common stock. For example, holders of the Series A Preferred Stock are entitled to receive dividends in the same manner as holders of our common stock, as determined on an as-converted basis, as if all outstanding shares of the Series A Preferred Stock had been converted immediately prior to the record date for the applicable dividend. In addition, other than with respect to the election of directors (for which the Series A Preferred Stock does not vote), the holders of the Series A Preferred Stock generally vote together with holders of our common stock on an as-converted basis. We may not alter or change adversely the powers, preferences or rights of the Series A Preferred Stock, or alter or amend the certificate of designations governing the Series A Preferred Stock, without the affirmative vote or consent of a majority of the outstanding shares of the Series A Preferred Stock. The Series A Preferred Stock has no preemptive rights and no redemption rights.

The conversion features of the Series A Preferred Stock could result in significant dilution to holders of our common stock upon conversion, and the market price of our common stock could decline based on actual or perceived dilution, hedging activity, or other market dynamics related to the Series A Preferred Stock. In addition, because conversion at the option of the holder is subject to (if applicable) the expiration or termination of any applicable Hart-Scott-Rodino waiting period, the timing of any conversion could be delayed and may be uncertain, which could increase volatility in our capital structure and our common stock price.

Further, because the Series A Preferred Stock was issued to a single significant holder, the concentration of ownership could increase NVIDIA's influence over matters submitted to our stockholders (other than the election of directors), and any actual or perceived preferential contractual protections or consent rights associated with the Series A Preferred Stock could make our securities less attractive to other current or potential investors. These factors could adversely affect the market price of our common stock.

WE ARE SUBJECT TO CYBERSECURITY RISKS

**Cybersecurity risks could adversely affect our business and disrupt our operations.**

We depend heavily on our technology infrastructure and maintain and rely upon certain critical information systems for the effective operation of our business. We routinely collect and store sensitive data in our information systems, including intellectual property and other proprietary information about our business and that of our customers, suppliers and manufacturing and other business partners. These information technology systems are subject to damage or interruption from several potential sources, including, but not limited to, natural disasters, destructive or inadequate code, malware, power failures, cyber-attacks, nation state advanced persistent threats, misconfigurations, third-party cloud or SaaS outages, vendor errors causing operational interruptions, insider threats or other events. Cyber-attacks may include phishing, smishing, vishing or other forms of social engineering attacks, exploits of code or system configurations, malicious code, such as viruses and worms, ransomware attacks, zero day vulnerabilities and undisclosed security flaws exploited by threat actors, nation-state cyber attacks, supply chain and third-party cyber-attacks, denial-of-service attacks and other actions granting unauthorized access to our technology infrastructure or information systems or those of our customers, suppliers and manufacturing and other business partners. In addition, we have in the past and may in the future be the target of email phishing attacks that attempt to acquire personal information or Company assets. As AI capabilities improve and become increasingly commonplace, we may see cyberattacks leveraging AI technology. These attacks could be crafted with an AI tool to directly attack information systems with increased speed and/or efficiency compared to a human threat actor, accelerate reconnaissance and exploit development, or create more effective phishing emails. AI-generated or manipulated audio, video or other content may also be used to impersonate our employees, executives, customers, suppliers or other business partners, facilitate fraud or obtain unauthorized access to our systems or information. In addition, a vulnerability could be introduced from the result of our or our customers and business partners incorporating the output of an AI tool, such as AI generated source code or configurations, that are insecure or contain malicious artifacts. Our use, or unauthorized or inappropriate use, of AI tools may also expose confidential, proprietary, personal or other sensitive information. AI systems may be susceptible to prompt injection, data or model poisoning or other manipulation that could cause them to disclose information, produce malicious or inaccurate outputs, or take unintended or unauthorized actions. The use of remote working arrangements at the Company and our business partners may present additional operational risks and attack vectors to our IT Systems.

We have implemented cybersecurity processes taking guidance from recognized cybersecurity frameworks to mitigate risks; however, we cannot guarantee that those risk mitigation measures will be effective across all environments, including those operated under shared-responsibility models with certain cloud and SaaS providers. See Item 1C, "Cybersecurity" of our Annual Report on Form 10-K for the fiscal year ended January 31, 2026 for additional information about our cybersecurity processes.

We have not experienced a material information security breach in the last three years, and as a result, we have not incurred any net expenses from such a breach. We have not been penalized or paid any amount under an information security breach settlement over the last three years. Further, we annually assess our insurance policy and have determined not to purchase cyber related insurance. Cyber-attacks have become increasingly more prevalent and much harder to detect, defend against or prevent. The risk of state-sponsored or geopolitical-related cybersecurity incidents has also increased recently due to geopolitical tensions or incidents, such as the Russian invasion of Ukraine and the armed conflict in Israel and the Middle East, and other regional tensions affecting the semiconductor supply chain. While we have historically been successful in defending against the cyber-attacks and breaches mentioned above, given the frequency of cyber-attacks and resulting breaches reported by other businesses and governments, it is likely we will experience one or more material breaches of some extent in the future. We have incurred and may in the future incur significant costs to implement, maintain and/or update security systems we believe are necessary to protect our information systems, to recover and restore operations and after an incident, and to meet legal, regulatory, contractual, and disclosure obligations, or we may miscalculate the level of investment necessary to protect our systems adequately. Since the techniques used to obtain unauthorized access or to sabotage systems change frequently and are often not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventive measures on a timely basis.

Our business also requires us to work with and in some cases to share confidential information with manufacturing partners, suppliers, customers and other third parties. Although we take steps to secure our confidential information that is provided to third parties, such measures may not always be effective. Data breaches, losses or other unauthorized access to or releases of confidential information have in the past occurred with these third parties and material data breaches, losses or other unauthorized access to, or releases of, our confidential information may in the future occur in connection with third-party breaches that could materially adversely affect our reputation, financial condition and operating results and could result in liability or penalties under data privacy laws. In addition, we may be subject to losses of access to all or part of our systems because of our use of third-party services or software, including third-party AI services which losses may not always be the result of malicious activity, and we cannot guarantee that any such future outages will not materially impact the Company.

To the extent that any system failure, accident or security breach results in material disruptions or interruptions to our operations, or those of our customers, suppliers and manufacturing and other business partners, or the theft, loss or disclosure of, or damage to our data or confidential information, including our intellectual property, our reputation, business, results of operations and/or financial condition could be materially adversely affected. Such events could also trigger regulatory inquiries, notification and disclosure obligations, contractual penalties, or delays in product development, tape-out, or shipments.

WE ARE SUBJECT TO RISKS RELATED TO OUR DEBT OBLIGATIONS

**Our indebtedness could adversely affect our financial condition and our ability to raise additional capital to fund our operations and limit our ability to react to changes in the economy or our industry.**

As of August 1, 2026, we had a total of $5.0 billion debt outstanding, which consisted of senior notes outstanding (the “Notes”). In addition, we may borrow up to $1.5 billion under our Revolving Credit Facility (the “2025 Revolving Credit Facility” or the “2025 Credit Agreement”). As of August 1, 2026, the 2025 Revolving Credit Facility was undrawn.

Our indebtedness could have important consequences to us including:

- increasing our vulnerability to adverse general economic and industry conditions;
- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, research and development efforts, execution of our business strategy, acquisitions and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, changes in the economy and the semiconductor industry;
- placing us at a competitive disadvantage compared to our competitors with less indebtedness;
- exposing us to interest rate risk to the extent of our variable rate indebtedness, particularly in the event of high or rising interest rates; and
- making it more difficult to borrow additional funds in the future to fund growth, acquisitions, working capital, capital expenditures and other purposes.

Although the 2025 Credit Agreement contains restrictions on our ability to incur additional indebtedness and the indentures governing the Notes (together, the “Notes Indentures”) contain restrictions on creating liens and entering into certain sale-leaseback transactions, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness, liens or sale-leaseback transactions incurred in compliance with these restrictions could be substantial.

The 2025 Credit Agreement, the Notes Indentures and the indenture governing the MTI Senior Notes contain customary events of default upon the occurrence of which, after any applicable grace period, the lenders would have the ability to immediately declare the loans due and payable in whole or in part. In such event, we may not have sufficient available cash to repay such debt at the time it becomes due, or be able to refinance such debt on acceptable terms or at all. Any of the foregoing could materially and adversely affect our financial condition and results of operations.

**The 2025 Credit Agreement and the Notes Indentures impose restrictions on our business.**

The 2025 Credit Agreement and the Notes Indentures each contains a number of covenants imposing restrictions on our business. These restrictions may affect our ability to operate our business and may limit our ability to take advantage of potential business opportunities as they arise. The restrictions, among other things, restrict our ability and our subsidiaries' ability to create or incur certain liens, incur or guarantee additional indebtedness, merge or consolidate with other companies, pay dividends, transfer or sell assets and make restricted payments. These restrictions are subject to a number of limitations and exceptions set forth in the 2025 Credit Agreement and the Notes Indentures. Our ability to meet the leverage ratio set forth in the 2025 Credit Agreement may be affected by events beyond our control.

The foregoing restrictions could limit our ability to plan for, or react to, changes in market conditions or our capital needs. We do not know whether we will be granted waivers under, or amendments to, our 2025 Credit Agreement or to the Notes Indentures if for any reason we are unable to meet these requirements, or whether we will be able to refinance our indebtedness on terms acceptable to us, or at all.

**We may be unable to generate the cash flow to service our debt obligations.**

We may not be able to generate sufficient cash flow to enable us to service our indebtedness, including the Notes, or to make anticipated capital expenditures. Our ability to pay our expenses and satisfy our debt obligations, refinance our debt obligations and fund planned capital expenditures will depend on our future performance, which will be affected by general economic, financial, competitive, legislative, regulatory and other factors beyond our control. If we are unable to generate sufficient cash flow from operations or to borrow sufficient funds in the future to service our debt, we may be required to sell assets, reduce capital expenditures, refinance all or a portion of our existing debt (including the Notes) or obtain additional financing. In addition, if our credit ratings are downgraded, the cost of current or future borrowings under our 2025 Credit Agreement may rise and our ability to obtain additional financing or refinance our existing debt may be negatively affected. We cannot assure you that we will be able to refinance our debt, sell assets or borrow more money on terms acceptable to us, if at all. If we cannot make scheduled payments on our debt, we will be in default and holders of our debt could declare all outstanding principal and interest to be due and payable, and we could be forced into bankruptcy or liquidation. In addition, a material default on our indebtedness could suspend our eligibility to register securities using certain registration statement forms under SEC guidelines that permit incorporation by reference of substantial information regarding us, potentially hindering our ability to raise capital through the issuance of our securities and increasing our costs of registration.

**We may, under certain circumstances, be required to repurchase the Notes at the option of the holder.**

We will be required to repurchase the Notes at the option of each holder upon the occurrence of a change of control repurchase event as defined in the Notes Indentures. However, we may not have sufficient funds to repurchase the Notes in cash at the time of any change of control repurchase event. Our failure to repurchase the Notes upon a change of control repurchase event would be an event of default under the Notes Indentures and could cause a cross-default or acceleration under the 2025 Credit Agreement and certain future agreements governing our other indebtedness. The repayment obligations under the Notes may have the effect of discouraging, delaying or preventing a takeover of our company. If we were required to repurchase the Notes prior to their scheduled maturity, it could have a significant negative impact on our cash and liquidity and could impact our ability to invest financial resources in other strategic initiatives.

CHANGES IN OUR EFFECTIVE TAX RATE MAY REDUCE OUR NET INCOME

**Changes in existing taxation benefits, tax rules or tax practices may adversely affect our financial results.**

The One Big Beautiful Bill Act of 2025 (the “2025 Tax Act”) was signed into law on July 4, 2025. The 2025 Tax Act makes permanent key elements of the 2017 Tax Cuts and Jobs Act, including domestic research cost expensing, 100% bonus depreciation and makes modifications to the U.S. International tax framework. As such, the income from all of our foreign subsidiaries continues to be subject to the U.S. tax provisions applicable to Global Intangible Low Taxed Income (“GILTI”) regime (which has been recharacterized as the Net Controlled Foreign Corporation (“CFC”) Tested Income regime, beginning in fiscal 2027). Our tax provision for the August 1, 2026 period includes the estimated impact of the 2025 Tax Act. Our estimates concerning the impact of this legislation remain subject to developing interpretations of the provisions of the 2025 Tax Act, which may require further adjustments and changes in our estimates, and could significantly affect our future financial results, including our earnings and cash flows.

President Biden signed into law the Inflation Reduction Act of 2022 (the “IRA”) on August 16, 2022 and the CHIPS and Science Act of 2022 on August 9, 2022. These laws implement new tax provisions and provide for various incentives and tax credits. The IRA applies to tax years beginning after December 31, 2022 and introduced a 15% alternative minimum tax for corporations whose average annual adjusted financial statement income for any consecutive three-tax-year period preceding the tax year exceeds $1 billion and a 1% excise tax on certain stock repurchases made by publicly traded U.S. corporations after December 31, 2022. As a result of the accelerated share repurchase agreement (“ASR Agreement”), the Company paid $14.3 million in additional federal taxes related to fiscal 2026, recorded as a reduction to stockholders’ equity, due to the 1% excise tax on net share repurchases. While we are not generally subject to significant taxes under the IRA, it is possible that in the future they could significantly affect our financial results, including our earnings and cash flows.

The Organization for Economic Cooperation and Development (the “OECD”) has been working on a Base Erosion and Profit Shifting Project, and since 2015 has been issuing guidelines and proposals with respect to various aspects of the existing framework under which our tax obligations are determined in countries in which we do business. Many countries have implemented legislation and other guidance to align their international rules with the OECD’s legal framework, including enacting a minimum tax rate of at least 15% as part of the OECD’s “Pillar Two” initiative. We are subject to legislation based on the OECD’s 15% global minimum tax regime which applies to the majority of countries in which we operate. On January 5, 2026, the OECD released a comprehensive package of administrative guidance, including the “side-by-side system” that exempts U.S. parented multinational businesses from certain provisions of Pillar Two specifically the Income Inclusion Rule and the Undertaxed Profits Rule. The OECD guidance provides that the side-by-side system will be effective for fiscal years beginning on or after January 1, 2026. We will continue to monitor countries’ laws with respect to the OECD model rules and the Pillar Two global minimum tax. In certain jurisdictions, local legislative action is needed to effectuate the “side by side system” and cannot be considered in our accounting estimate until enactment. The effects of any future legislation in this area are not yet reasonably estimable, but if such legislation is enacted in the future could have a significant effect on our provision for income taxes, our financial results, and our earnings and cash flows.

We calculate our income taxes based on currently enacted laws. Because of increasing focus by government taxing authorities on multinational companies, the tax laws of certain countries in which we do business could change on a prospective or retroactive basis, and any such changes could increase our liabilities for taxes, interest and penalties, and could significantly adversely affect our financial results, including our earnings and cash flows.

In prior years, we entered into incentive agreements in certain foreign jurisdictions that provide for reduced income tax rates in such jurisdictions if certain criteria are met. The tax benefits associated with these reduced income tax rates are recorded through our income tax provision for the periods in which such incentive tax rates are effective. Receipt of past and future benefits under tax agreements and incentives may depend on several factors, including but not limited to, our ability to fulfill commitments regarding employment of personnel, investment, or performance of specified activities in the applicable jurisdictions as well as changes in foreign laws, including changes related to minimum tax rates under Pillar Two, which could significantly reduce the future income tax benefits associated with our incentives. In addition, changes in our business plans, including divestitures, as well as changes to tax laws, including changes related to Pillar Two, could result in termination of or renegotiation of an agreement or loss of tax benefits thereunder. If any of our tax agreements in any of these foreign jurisdictions were terminated or renegotiated, our results of operations and our financial position could be harmed.

In prior periods, we transferred certain intellectual property to a related entity in Singapore. The impact to us was based on our determination of the fair value of this property, which required management to make significant estimates and to apply complex tax regulations in multiple jurisdictions. In future periods, local tax authorities may challenge our valuations of these assets, which could reduce our expected tax benefits from these transactions.

Our profitability and effective tax rate could be impacted by unexpected changes to our statutory income tax rates or income tax liabilities. Such changes could result from various items, including changes in tax laws or regulations, changes to court or administrative interpretations of tax laws, changes to our geographic mix of earnings, changes in the valuation of our deferred tax assets and liabilities, changes in valuation allowances on our deferred tax assets, discrete items, changes in our supply chain, and changes due to audit assessments. In particular, the tax benefits associated with our transfer of intellectual property to Singapore are sensitive to our future profitability and taxable income in Singapore, audit assessments, and changes in applicable tax law. Our current corporate effective tax rate may fluctuate significantly from period to period, and is based on the application of currently applicable income tax laws, regulations and treaties, as well as current judicial and administrative interpretations of these income tax laws, regulations and treaties, in various jurisdictions.

WE ARE SUBJECT TO RISKS RELATED TO OUR ASSETS

**We are exposed to potential impairment charges on certain assets.**

We had approximately $13.9 billion of goodwill and $2.3 billion of acquired intangible assets on our unaudited condensed consolidated balance sheets as of August 1, 2026. Under generally accepted accounting principles in the United States, we are required to review our intangible assets including goodwill for impairment whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable.

We perform an assessment of goodwill for impairment annually on the last business day of our fiscal fourth quarter and whenever events or changes in circumstances indicate the carrying amount of goodwill may not be recoverable. When testing goodwill for impairment, we first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value or we may determine to proceed directly to the quantitative impairment test. Factors we consider important in the qualitative assessment which could trigger a goodwill impairment review include: significant underperformance relative to historical or projected future operating results; significant changes in the manner of our use of the acquired assets or the strategy for our overall business; significant negative industry or economic trends; a significant decline in our stock price for a sustained period; and a significant change in our market capitalization relative to our net book value.

We assess the impairment of intangible assets whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Circumstances which could trigger a review include, but are not limited to the following: significant decreases in the market price of the asset; significant adverse changes in the business climate or legal factors; accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of the asset; current period cash flow or operating losses combined with a history of losses or a forecast of continuing losses associated with the use of the asset; and current expectation that the asset will more likely than not be sold or disposed of significantly before the end of its estimated useful life. For example, if the operations of any businesses that we have acquired declines significantly, we could incur significant intangible asset impairment charges.

For example, a restructuring plan was initiated during the third quarter of fiscal 2025 to increase research and development investment in the data center end market and reduce the investment in new product development in other end markets including the cancellation of certain future product releases. As a result, we were required to assess the recoverability of related long-lived assets. On completion of the assessment, the Company determined the carrying values of certain long-lived assets were not recoverable. We utilized a discounted cash flow method of valuation to determine the fair value of the associated assets and liabilities compared to their carrying values, which resulted in recognition of asset impairment charges for acquired intangible assets, purchased technology licenses, and property and equipment. We recognized $711.8 million of restructuring related charges during fiscal 2025.

We have determined that our business operates as a single operating segment and has a single reporting unit for the purpose of goodwill impairment testing. The fair value of the reporting unit is determined by taking our market capitalization as determined through quoted market prices and as adjusted for a control premium and other relevant factors. If our fair value declines to below our carrying value, we could incur significant goodwill impairment charges, which could negatively impact our financial results. If in the future a change in our organizational structure results in more than one reporting unit, we will be required to allocate our goodwill and perform an assessment of goodwill for impairment in each reporting unit. As a result, we could have an impairment of goodwill in one or more of such future reporting units.

In addition, from time to time, we have made investments in private companies. If the companies that we invest in are unable to execute their plans and succeed in their respective markets, we may not benefit from such investments, and we could potentially lose the amounts we invest. We evaluate our investment portfolio on a regular basis to determine if impairments have occurred. Impairment charges could have a significant effect on our results of operations in any period.

**We are subject to the risks of owning real property.**

Our building in Santa Clara, California subjects us to the risks of owning real property, which include, but are not limited to:

- the possibility of environmental contamination and the costs associated with remediating any environmental problems;
- adverse changes in the value of these properties due to economic conditions, the movement by many companies to a full time work from home or a hybrid work environment, interest rate changes, changes in the neighborhood in which the property is located, or other factors;
- the possible need for structural improvements in order to comply with zoning, seismic and other legal or regulatory requirements;
- the potential disruption of our business and operations arising from or connected with a relocation due to moving or to renovating the facility;
- increased cash commitments for improvements to the buildings or the property, or both;
- increased operating expenses for the buildings or the property, or both;
- possible disputes with third parties related to the buildings or the property, or both;
- failure to achieve expected cost savings due to extended non-occupancy of a vacated property intended to be leased; and
- the risk of financial loss in excess of amounts covered by insurance, or uninsured risks, such as the loss caused by damage to the buildings as a result of earthquakes, floods and/or other natural disasters.

WE ARE SUBJECT TO IP RISKS AND RISKS ASSOCIATED WITH LITIGATION AND REGULATORY PROCEEDINGS

**We may be unable to protect our intellectual property, which would negatively affect our ability to compete.**

We believe one of our key competitive advantages results from the collection of proprietary technologies we have developed and acquired since our inception, and the protection of our intellectual property rights is, and will continue to be, important to the success of our business. If we fail to protect these intellectual property rights, competitors could sell products based on technology that we have developed, which could harm our competitive position and decrease our revenue.

We rely on a combination of patents, copyrights, trademarks, trade secrets, contractual provisions, confidentiality agreements, licenses and other methods, to protect our proprietary technologies. We also enter into confidentiality or license agreements with our employees, consultants, manufacturing or other business partners, and control access to and distribution of our documentation and other proprietary information. Notwithstanding these agreements, we have experienced disputes with employees regarding ownership of intellectual property in the past. To the extent that any third-party has a claim to ownership of any relevant technologies used in our products, we may not be able to recognize the full revenue stream from such relevant technologies. See also, *"We have been named as a party to several legal proceedings and may be named in additional ones in the future, including litigation involving our patents and other intellectual property, which could subject us to liability, require us to indemnify our customers, require us to obtain or renew licenses, require us to stop selling our products or force us to redesign our products."*

We have been issued a significant number of U.S. and foreign patents and have a significant number of pending U.S. and foreign patent applications. However, a patent may not be issued as a result of any applications or, if issued, claims allowed may not be sufficiently broad to protect our technology. In addition, it is possible that existing or future patents may be challenged, invalidated or circumvented. We may also be required to license some of our patents to others including competitors as a result of our participation in and contribution to development of industry standards. Despite our efforts, unauthorized parties may attempt to copy or otherwise obtain and use our products or proprietary technology. Monitoring unauthorized use of our technology is difficult, and the steps that we have taken may not prevent unauthorized use of our technology, particularly in jurisdictions where the laws may not protect our proprietary rights as fully as in the United States or other developed countries. If our patents do not adequately protect our technology, our competitors may be able to offer products similar to ours, which would adversely impact our business and results of operations. In addition, we have implemented security systems with the intent of maintaining the physical security of our facilities and protecting our confidential information including our intellectual property. Despite our efforts, we may be subject to breach of these security systems and controls which may result in unauthorized access to our facilities and labs and/or unauthorized use or theft of the confidential information and intellectual property we are trying to protect. See also, *"Cybersecurity risks could adversely affect our business and disrupt our operations."* If we fail to protect these intellectual property rights, competitors could sell products based on technology that we have developed, which could harm our competitive position and decrease our revenue.

Certain of our software, as well as that of our customers, may be derived from so-called "open source" software that is generally made available to the public by its authors and/or other third parties. Open source software is made available under licenses that impose certain obligations on us in the event we were to distribute derivative works of the open source software. These obligations may require us to make source code for the derivative works available to the public and/or license such derivative works under a particular type of license, rather than the forms of license we customarily use to protect our intellectual property. While we believe we have complied with our obligations under the various applicable licenses for open source software, in the event that the copyright holder of any open source software were to successfully establish in court that we had not complied with the terms of a license for a particular work, we could be required to release the source code of that work to the public and/or stop distribution of that work if the license is terminated which could adversely impact our business and results of operations.

Further, governments and courts are considering new issues in intellectual property law with respect to works created by AI technology, which could result in different intellectual property rights in development processes, procedures and technologies we create with AI technology, which could have a material adverse effect on our business.

**We must comply with a variety of existing and future laws and regulations that could impose substantial costs on us and may adversely affect our business.**

We are subject to laws and regulations worldwide, which may differ among jurisdictions, affecting our operations in areas including, but not limited to: intellectual property ownership and infringement; tax; import and export requirements; anti-corruption; antitrust; foreign exchange controls and cash repatriation restrictions; conflict minerals; data privacy requirements; competition; advertising; employment and human rights; product regulations; environment, health and safety requirements; securities registration laws; and consumer laws. For example, government export regulations apply to the encryption or other features contained in some of our products. If we fail to continue to receive licenses or otherwise comply with these regulations, we may be unable to manufacture the affected products at foreign foundries or ship these products to certain customers, or we may incur penalties or fines. In addition, we are subject to various industry requirements restricting the presence of certain substances in electronic products. Although our management systems are designed to maintain compliance, we cannot assure you that we have been or will be at all times in compliance with such laws and regulations. Our compliance programs rely in part on compliance by our manufacturing partners, suppliers, vendors and distributors. To the extent such third parties do not comply with these obligations our business, operations and reputation may be adversely impacted. If we violate or fail to comply with any of the above requirements, a range of consequences could result, including fines, import/export restrictions, sales limitations, criminal and civil liabilities or other sanctions. The costs of complying with these laws (including the costs of any investigations, auditing and monitoring) could adversely affect our current or future business.

Our product or manufacturing standards could also be impacted by new or revised environmental rules and regulations or other social initiatives. For example, a significant portion of our revenues come from international sales. Environmental legislation, such as the EU Directive on Restriction of Hazardous Substances ("RoHS"), the EU Waste Electrical and Electronic Equipment Directive ("WEEE Directive") and China's regulation on Management Methods for Controlling Pollution Caused by Electronic Information Products, may increase our cost of doing business internationally and impact our revenues from the EU, China and other countries with similar environmental legislation as we endeavor to comply with and implement these requirements.

A portion of the business we acquired in fiscal 2021 requires facility security clearances under the National Industrial Security Program. The National Industrial Security Program requires that a corporation maintaining a facility security clearance be effectively insulated from foreign ownership, control or influence (“FOCI”). Because we were organized in Bermuda at the time of this acquisition, we entered into agreements with the U.S. Department of Defense with respect to FOCI mitigation arrangements that relate to our operation of the portion of the business involving facility clearances. After our domestication, we requested and have now received partial release from some of these obligations. The remaining measures and arrangements may materially and adversely affect our operating results due to the increased cost of compliance with these measures. If we fail to comply with our obligations under these agreements, our ability to operate our business may be adversely affected.

We are a party to certain contracts with the U.S. government, federal prime contractors, and federal subcontractors. Our contracts with the U.S. government or its subcontractors are subject to various procurement regulations and other requirements relating to their formation, administration and performance. These regulations and requirements include supply chain restrictions that may prohibit the sourcing of materials, supplies, or services from foreign entities including those located in or organized in China. We may be subject to audits and investigations relating to our government contracts, and any violations could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refunding or suspending of payments, forfeiture of profits, payment of fines, and suspension or debarment from future government business. In addition, such contracts may provide for termination by the government at any time, without cause. Any of these risks related to contracting with the U.S. government, federal prime contractors, and federal subcontractors could adversely impact our future sales and operating results.

New technology trends, such as AI, require us to keep pace with evolving regulations and industry standards. In the United States (including in individual states), the European Union, and China there are various current and proposed regulatory frameworks relating to the use of AI in products and services. We expect that the legal and regulatory environment relating to emerging technologies such as AI will continue to develop and could increase the cost of doing business, and create compliance risks and potential liability, all which may have a material adverse effect on our financial condition and results of operations.

**Expectations, requirements and attention to sustainability matters may have an adverse effect on our business, financial condition and results of operations, and damage our brand and reputation.**

Increasingly regulators, customers, investors, employees and other stakeholders are focusing on sustainability matters. We are, and expect to continue to be, subject to various proposed, new, and evolving sustainability laws and requirements including both voluntary and mandatory disclosure requirements that may impact how we and our business partners, suppliers and customers conduct business. While we have certain sustainability initiatives at the Company there can be no assurance that regulators, customers, investors, and employees will determine that these programs are sufficiently robust. In addition, there can be no assurance that we will be able to accomplish our announced goals related to our sustainability program, as statements regarding our sustainability goals reflect our current plans and aspirations and are not guarantees that we will be able to achieve them within the timelines we announce or at all. Actual or perceived shortcomings with respect to our sustainability initiatives and reporting can impact our ability to hire and retain employees, increase our customer base, reelect our Board of Directors, or attract and retain certain types of investors. In addition, these parties are increasingly focused on specific disclosures and frameworks related to sustainability matters. Collecting, measuring, and reporting sustainability information and metrics can be costly, difficult and time consuming, is subject to evolving reporting standards, and can present numerous operational, reputational, financial, legal and other risks, any of which could have a material impact on us, including on our reputation and stock price. Inadequate processes to collect and review this information prior to disclosure could subject us to potential liability related to such information. In addition, several U.S. states and the current presidential administration have enacted or proposed “anti-ESG” policies or legislation. If our sustainability practices are deemed to be in contradiction of such “anti-ESG” policies we could be subjected to government investigations or lawsuits that could negatively impact the Company and affect the price of our common stock. In addition, social activists have recently been successful in pressuring certain public companies to eliminate or cut back on their diversity, equity and inclusion initiatives and their sustainability initiatives. To the extent we are subject to such activism, it may require us to incur costs or may otherwise adversely impact our business.

**We have been named as a party to several legal proceedings and may be named in additional ones in the future, including litigation involving our patents and other intellectual property, which could subject us to liability, require us to indemnify our customers, require us to obtain or renew licenses, require us to stop selling our products or force us to redesign our products.**

We are currently, and have been in the past, named as a party to several lawsuits, government inquiries or investigations and other legal proceedings (collectively referred to as “litigation”), and we may be named in additional litigation in the future. Please see “Note 9 – Commitments and Contingencies” of our Notes to Unaudited Condensed Consolidated Financial Statements set forth in Part I, Item 1 of this Quarterly Report on Form 10-Q for a more detailed description of any material litigation matters in which we may be currently engaged.

In particular, litigation involving patents and other intellectual property is widespread in the high-technology industry and is particularly prevalent in the semiconductor industry, where a number of companies and other entities aggressively bring numerous infringement claims to assert their patent portfolios. The amount of damages alleged in intellectual property infringement claims can often be very significant. See also, *"We may be unable to protect our intellectual property, which would negatively affect our ability to compete."*

From time to time, we receive and our customers receive, and we and our customers may continue to receive in the future, standards-based or other types of infringement claims, as well as claims against us and our proprietary technologies. These claims could result in litigation and/or claims for indemnification, which, in turn, could subject us to significant liability for damages, attorneys' fees and costs. Any potential intellectual property litigation also could force us to do one or more of the following:

- stop selling, offering for sale, making, having made or exporting products or using technology that contains the allegedly infringing intellectual property;
- limit or restrict the type of work that employees involved in such litigation may perform for us;
- pay substantial damages and/or license fees and/or royalties to the party claiming infringement or other license violations that could adversely impact our liquidity or operating results;
- attempt to obtain or renew licenses to the relevant intellectual property, which licenses may not be available on reasonable terms or at all; and
- attempt to redesign those products that contain the allegedly infringing intellectual property.

Under certain circumstances, we have contractual and other legal obligations to indemnify and to incur legal expenses for current and former directors and officers. See also, *"Our indemnification obligations and limitations of our director and officer liability insurance may have a material adverse effect on our financial condition, results of operations and cash flows."* Additionally, from time to time, we have agreed to indemnify select customers for claims alleging infringement of third-party intellectual property rights, including, but not limited to, patents, registered trademarks and/or copyrights. If we are required to make a significant payment under any of our indemnification obligations, our results of operations may be harmed.

The ultimate outcome of litigation could have a material adverse effect on our business and the trading price for our securities. Litigation may be time consuming, expensive, and disruptive to normal business operations, and the outcome of litigation is difficult to predict. Litigation, regardless of the outcome, may result in significant expenditures, diversion of our management's time and attention from the operation of our business and damage to our reputation or relationships with third parties, which could materially and adversely affect our business, financial condition, results of operations, cash flows and stock price.

GENERAL RISK FACTORS

**We depend on highly skilled employees to support our business operations. If we are unable to retain and motivate our current employees or attract additional qualified employees, our ability to develop and successfully market our products could be harmed.**

We believe our future success will depend in large part upon our ability to attract and retain highly skilled, engineering, managerial, sales and marketing employees. The loss of such employees could harm our business, as their knowledge of our business and industry would be extremely difficult to replace. The competition for qualified employees with significant experience in the management, design, development, manufacturing, marketing and sales of semiconductor solutions particularly those with emerging expertise in AI-related technologies and persistent demand for analog engineering experience has been intense over the last few years, both in the Silicon Valley and in global markets in which we operate. Our inability to attract and retain qualified employees, including executive officers, hardware and software engineers and sales and marketing employees, could delay the development and introduction of, impact our ability to fulfill commitments to customers for, and harm our ability to sell, our products. In addition, if we are unable to fulfill our customer commitments in a timely manner, we may also lose future business relationships or otherwise experience negative consequences. Despite recent layoffs in the technology sector, competitors for talent increasingly seek to hire our employees and executive officers (for example, our former President, Products and Technologies was hired by another semiconductor company in fiscal 2026), and the increased availability of work-from-home arrangements has both intensified and expanded competition. As a result, during the last few years, we have increased our efforts to recruit and retain talent. These efforts have increased our expenses, resulted in a higher volume of equity issuances, and may not be successful in attracting, retaining, and motivating the workforce necessary to deliver on our strategy. We believe equity compensation is a valuable component of our compensation program which helps us to attract, retain, and motivate employees and as a result we issue stock-based awards, such as restricted stock unit awards, to a significant portion of our employees. A significant change in our stock price or lower stock price performance relative to competitors, may reduce the retention value of our stock-based awards. Our employee hiring and retention also depends on our ability to build and maintain a diverse and inclusive workplace culture and be viewed as an employer of choice. To the extent our compensation programs and workplace culture are not viewed as competitive, our ability to attract, retain, and motivate employees may be weakened, which could harm our results of operations.

Changes to U.S. immigration and export policies that restrict our ability to attract and retain technical employees may negatively affect our research and development efforts. In addition, changes in employment-related laws applicable to our workforce practices may also result in increased expenses and less flexibility in how we meet our changing workforce needs.

In addition, as a result of our past and any future acquisitions and related integration activities, our current and prospective employees may experience uncertainty about their futures that may impair our ability to retain, recruit or motivate key management, engineering, technical and other employees.

We adopted a policy requiring employees to return to working full time in the office as of June 2, 2025. Many companies, including companies that we compete with for talent, have adopted plans to adopt full time remote work arrangements or hybrid work arrangements more flexible than ours, which may impact our ability to attract and retain qualified employees if potential or current employees prefer these policies. In addition, as a result of our full time in the office work environments, we expect to face challenges in retention of employees who prefer work from home policies.

**There can be no assurance that we will continue to declare cash dividends or effect stock repurchases in any particular amount or at all, and statutory requirements may require us to defer payment of declared dividends or suspend stock repurchases.**

On September 24, 2025, we announced that our Board of Directors authorized a $5.0 billion addition to the balance of its existing stock repurchase program. Future payment of a regular quarterly cash dividend on our common stock and future stock repurchases are subject to, among other things: the best interests of the Company and our stockholders; our results of operations, cash balances and future cash requirements; financial condition; developments in ongoing litigation; statutory requirements under Delaware law; securities laws and regulations; market conditions; and other factors that our Board of Directors may deem relevant. Our dividend payments or stock repurchases may change from time to time, and we cannot provide assurance that we will continue to declare dividends or repurchase stock in any particular amounts or at all. A reduction in, a delay of, or elimination of our dividend payments or stock repurchases could have a negative effect on our stock price. As of August 1, 2026, there was $5.1 billion remaining available for future stock repurchases under the prior authorization.

**Our indemnification obligations and limitations of our director and officer liability insurance may have a material adverse effect on our financial condition, results of operations and cash flows.**

Under Delaware law, our certificate of incorporation, our bylaws and certain indemnification agreements to which we are a party, we have an obligation to indemnify, or we have otherwise agreed to indemnify, certain of our current and former directors and officers with respect to past, current and future investigations and litigation. Further, in the event such directors and officers are ultimately determined not to be entitled to indemnification, we may not be able to recover any amounts we previously advanced to them.

We cannot provide any assurances that any future indemnification claims, including the cost of fees, penalties or other expenses, will not exceed the limits of our insurance policies, that such claims are covered by the terms of our insurance policies or that our insurance carrier will be able to cover our claims. Additionally, to the extent there is coverage of these claims, the insurers also may seek to deny or limit coverage in some or all of these matters. Furthermore, our insurers could become insolvent and unable to fulfill their obligation to defend, pay or reimburse us for insured claims. Due to these coverage limitations, we may incur significant unreimbursed costs to satisfy our indemnification obligations, which may have a material adverse effect on our financial condition, results of operations or cash flows.

**As we carry only limited insurance coverage, any incurred liability resulting from uncovered claims could adversely affect our financial condition and results of operations.**

Our insurance policies may not be adequate to fully offset losses from covered incidents, and we do not have coverage for certain losses. For example, there is very limited coverage available with respect to the services provided by our third-party manufacturing partners and assembly, testing and packaging subcontractors. In the event of a natural disaster (such as drought, earthquake or tsunami), political or military turmoil, widespread public health emergencies including pandemics, power outages, cyber-attacks or incidents, or other significant disruptions to their operations, insurance may not adequately protect us from this exposure. We believe our existing insurance coverage is consistent with common practice, economic considerations and availability considerations. If our insurance coverage is insufficient to protect us against unforeseen losses, any uncovered losses could adversely affect our financial condition and results of operations.

**We face risks related to global pandemics, which may significantly disrupt and adversely impact our manufacturing, research and development, operations, sales and financial results.**

Our business was adversely impacted by the effects of the COVID-19 pandemic and may be similarly adversely impacted by future pandemics. In addition to global and domestic macroeconomic effects, during fiscal 2022 and fiscal 2023 the COVID-19 pandemic and related adverse public health measures caused disruption to our global operations and sales. Our third-party manufacturing partners, suppliers, distributors, and customers were disrupted by worker absenteeism, quarantines and restrictions on their employees' ability to work; office and factory closures; disruptions to ports and other shipping infrastructure; border closures; and other travel or health-related restrictions. Although the pandemic related restrictions above have ceased in most places, resurgences of COVID-19 in various regions and appearances of new variants of the virus, has resulted in the past, and may result in the future in their full or partial reinstitution. In addition, although many countries have vaccinated large segments of their population, during fiscal 2023, the COVID-19 pandemic continued to disrupt business activities, trade, and supply chains in many countries.

**Adverse developments affecting the financial services industry, including events or risks involving liquidity, defaults or non-performance by financial institutions, could have a material adverse effect on our business, financial condition or results of operations.**

On March 10, 2023, Silicon Valley Bank ("SVB"), where we maintained certain accounts with an immaterial amount of cash deposits, was placed into receivership with the Federal Deposit Insurance Corporation ("FDIC"), which resulted in all funds held at SVB being temporarily inaccessible by SVB's customers. As of March 13, 2023, access to our accounts at SVB was fully restored. We do not expect further developments with SVB (or similar regional banks) to have a material impact on our cash and cash equivalents, however, we do hold cash balances in several large financial institutions significantly in excess of FDIC and global insurance limits. If other banks and financial institutions with whom we have banking relationships enter receivership or become insolvent in the future, we may be unable to access, and we may lose, some or all of our existing cash, cash equivalents and investments to the extent those funds are not insured or otherwise protected by the FDIC.

**We are exposed to risks related to our receivables factoring arrangements.**

We enter into factoring arrangements with financial institutions to sell certain of our trade receivables from customers without recourse. If we were to stop entering into these factoring arrangements, our operating results, financial condition and cash flows could be adversely impacted by delays or failures in collecting certain trade receivables. If the financial institutions we utilize become financially non-viable, it could cause us to cease such factoring arrangements.

**If any of our non-U.S. based subsidiaries were classified as a passive foreign investment company, there would be adverse tax consequences.**

If any of our non-U.S. based subsidiaries were classified as a “passive foreign investment company” or “PFIC” under section 1297 of the Internal Revenue Code, of 1986, as amended, for any taxable year during which a U.S. holder holds common stock, such U.S. holder generally would be taxed at ordinary income tax rates on any gain realized on the sale or exchange of the stock and on any “excess distributions” (including constructive distributions) received on the shares. Such U.S. holder could also be subject to a special interest charge with respect to any such gain or excess distribution.

A non-U.S. entity would be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which either (i) at least 75% of its gross income is passive income or (ii) on average, the percentage of its assets that produce passive income or are held for the production of passive income is at least 50% (determined on an average gross value basis). Whether an entity will, in fact, be classified as a PFIC for any taxable year depends on its assets and income over the course of the relevant taxable year and, as a result, cannot be predicted with certainty. There can be no assurance that any of our foreign based subsidiaries will not be classified as a PFIC in the future or the Internal Revenue Service will not challenge our determination concerning PFIC status for any prior period.

**Item 2.** ***Unregistered Sales of Equity Securities and Use of Proceeds***

There were no sales of unregistered equity securities during the three months ended August 1, 2026.

On August 18, 2026, the Company issued a warrant (the “Warrant”) to a customer to purchase up to an aggregate of 58,970,907 shares of the Company's common stock at an exercise price of $206.58 per share, in connection with a commercial agreement between the Company and the customer relating to the development of custom semiconductor products (the “Commercial Agreement”). The Warrant was issued in reliance on the exemption from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended. The foregoing description is qualified in its entirety by reference to the description of the Warrant contained in Item 3.02 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 19, 2026 (the “Warrant 8-K”), and by reference to the full text of the Warrant filed as Exhibit 4.1 to the Warrant 8-K, each of which is incorporated herein by reference. For additional information regarding the Warrant. See “Note 15 - Subsequent Events” for more information.

**Issuer Purchases of Equity Securities**

The following table presents details of our stock repurchases during the three months ended August 1, 2026 (in millions, except per share data):

| Period (1) | Total Number of Shares Purchased | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs | Approximate Dollar Value of Shares that May Yet be Purchased Under the Plan or Programs (2) |
|---|---|---|---|---|
| May 3, 2026 to May 30, 2026 | 1.1 | $ 176.24 | 1.1 | $ 5,100.0 |
| May 31, 2026 to June 27, 2026 | — | $ — | — | $ 5,100.0 |
| June 28, 2026 to August 1, 2026 | — | $ — | — | $ 5,100.0 |
| Total | 1.1 | | 1.1 | |

(1) The monthly periods presented above for the three months ended August 1, 2026, are based on our fiscal accounting periods which follow a quarterly 4-4-5 week fiscal accounting period.

(2) On September 24, 2025, the Company's Board of Directors authorized a $5.0 billion addition to the balance of its existing stock repurchase program (collectively, the Stock Repurchase Program), increasing the total repurchase authority to $9.7 billion. The Company's stock repurchase program commenced in fiscal 2017, and has no fixed expiration. Our existing stock repurchase program had approximately $5.1 billion of repurchase authority remaining as of August 1, 2026. We intend to effect stock repurchases in accordance with the conditions of Rule 10b-18 under the Exchange Act, but may also make repurchases in the open market outside of Rule 10b-18 or in privately negotiated transactions. The stock repurchase program will be subject to market conditions and other factors and does not obligate us to repurchase any dollar amount or number of shares of our common stock and the repurchase program may be extended, modified, suspended or discontinued at any time.

**Item 5. *Other Information***

(c) *Trading Plans*

During the quarter ended August 1, 2026, the following trading plans intended to satisfy the Rule 10b5-1 affirmative defense pursuant to Item 408(a)(1) of Regulation S-K were adopted or terminated by an executive officer or director of the Company.

| Name | Title | Adopted or Terminated | Adoption/Termination Date | Plan Start Date | Plan End Date | Transactions | Shares [(1)(2)] |
|---|---|---|---|---|---|---|---|
| **Officers** | | | | | | | |
| Matthew J. Murphy | Chairman and Chief Executive Officer | Adopted | 6/15/2026 | 12/18/2026 | 6/30/2027 | Sales | 200,000 |
| Chris Koopmans | President and Chief Operating Officer | Adopted | 6/16/2026 | 10/1/2026 | 3/31/2027 | Sales | 60,000 |

*(1)* Vesting of any future performance shares are estimated based on target achievement.

(2) If the plan covers "net" vested shares, then the current tax rate has been applied.

**Item 6. *Exhibits***

| Exhibit No. | Item | Form | File Number | Incorporated by Reference from Exhibit Number | Filed with SEC |
|---|---|---|---|---|---|
| 2.1** | Agreement and Plan of Merger and Reorganization, dated as of October 29, 2020, by and among Marvell Technology Group Ltd., Inphi Corporation, Maui HoldCo, Inc., Maui Acquisition Company Ltd and Indigo Acquisition Corp. | 8-K | 000-30877 | 2.1 | 10/30/2020 |
| 2.2 | Asset Purchase Agreement between Marvell and NXP dated May 29, 2019 | 10-Q | 000-30877 | 2.1 | 9/4/2019 |
| 3.1 | Second Amended and Restated Certificate of Incorporation of Marvell Technology, Inc. | 8-K | 001-40357 | 3.1 | 3/15/2023 |
| 3.1.2 | Certificate of Designation | 8-K | 001-40357 | 3.1 | 3/31/2026 |
| 3.2 | Amended and Restated Bylaws of Marvell Technology, Inc. | 8-K | 001-40357 | 3.2 | 4/20/2021 |
| 4.1 | Base Indenture, dated as of April 12, 2021, between Marvell Technology, Inc. and U.S. Bank National Association, as trustee | 8-K | 000-30877 | 4.1 | 4/12/2021 |
| 4.2 | First Supplemental Indenture, dated as of April 12, 2021, by and among Marvell Technology, Inc., Marvell Technology Group Ltd. and U.S. Bank National Association, as trustee | 8-K | 000-30877 | 4.2 | 4/12/2021 |
| 4.3 | Form of $750,000,000 2.450% Senior Notes due 2028 (included as Exhibit B to Exhibit 4.2) | 8-K | 000-30877 | 4.4 | 4/12/2021 |
| 4.4 | Form of $750,000,000 2.950% Senior Notes due 2031 (included as Exhibit C to Exhibit 4.2) | 8-K | 000-30877 | 4.5 | 4/12/2021 |
| 4.5 | Second Supplemental Indenture, dated as of May 4, 2021, between Marvell Technology, Inc. and U.S. Bank National Association, as trustee | 8-K | 001-40357 | 4.2 | 5/4/2021 |
| 4.6 | Form of $479,394,000 4.875% Senior Notes due 2028 (included as Exhibit B to Exhibit 4.2) | 8-K | 001-40357 | 4.4 | 5/4/2021 |
| 4.7 | Third Supplemental Indenture, dated as of September 18, 2023, between Marvell Technology, Inc. and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee | 8-K | 001-40357 | 4.1 | 9/18/2023 |
| 4.8 | Form of Global Note for the 5.750% Senior Notes due 2029 (included as Exhibit A to Exhibit 4.1) | 8-K | 001-40357 | 4.2 | 9/18/2023 |
| 4.9 | Form of Global Note for the 5.950% Senior Notes due 2033 (included as Exhibit B to Exhibit 4.1) | 8-K | 001-40357 | 4.3 | 9/18/2023 |
| 4.10 | Fourth Supplemental Indenture, dated as of June 30, 2025, between Marvell Technology, Inc. and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee | 8-K | 001-40357 | 4.1 | 6/30/2025 |
| 4.11 | Form of Global Note for the 4.750% Senior Notes due 2030 (included as Exhibit A to Exhibit 4.1) | 8-K | 001-40357 | 4.2 | 6/30/2025 |
| 4.12 | Form of Global Note for the 5.450% Senior Notes due 2035 (included as Exhibit B to Exhibit 4.1) | 8-K | 001-40357 | 4.3 | 6/30/2025 |

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| 4.13 | Fifth Supplemental Indenture, dated as of April 15, 2026, between Marvell Technology, Inc. and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee | 8-K | 001-40357 | 4.1 | 4/15/2026 |
| 4.14 | Form of Global Note for the 5.300% Senior Notes due 2036 (included as Exhibit A to Exhibit 4.1) | 8-K | 001-40357 | 4.2 | 4/15/2026 |
| 4.15 | Base Indenture, dated as of June 22, 2018, by and between Marvell Technology Group Ltd. and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee | 8-K | 000-30877 | 4.1 | 6/22/2018 |
| 4.16 | First Supplemental Indenture, dated as of June 22, 2018, by and between Marvell Technology Group Ltd. and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee | 8-K | 000-30877 | 4.2 | 6/22/2018 |
| 4.17 | Second Supplemental Indenture, dated as of April 15, 2021, by and between Marvell Technology Group Ltd. and U.S. Bank National Association | 8-K | 000-30877 | 4.1 | 4/19/2021 |
| 4.18 | The description of the Registrant's Common Stock, par value $0.002 per share, contained in the Registrant's Registration Statement on Form S-4 initially filed with the Commission on December 22, 2020, as amended | 10-K | 001-40357 | 4.12 | 3/9/2023 |
| 10.1 | Form of Indemnification Agreement | 8-K | 001-40357 | 10.1 | 4/20/2021 |
| 10.2** | Second Amended and Restated Revolving Credit Agreement, dated as of June 30, 2025, among Marvell Technology, Inc., the lenders party thereto, and Bank of America, N.A., as the Administrative Agent | 8-K | 001-40357 | 10.1 | 6/30/2025 |
| 10.3# | Marvell Technology Group Ltd. Amended and Restated 1995 Stock Option Plan (now named the Marvell Technology, Inc. Amended and Restated 1995 Stock Option Plan) (as amended and restated as of April 2, 2021) | S-8 | 333-255384 | 4.1 | 4/20/2021 |
| 10.3.1# | Form of Stock Option Agreement and Notice of Grant of Stock Options and Option Agreement for use with 1995 Stock Option Plan (for options granted after September 20, 2013) | 8-K | 000-30877 | 10.2 | 9/26/2013 |
| 10.3.2# | Form of Deferral Feature Stock Unit Agreement with Stock Unit Election Form for use with the Amended and Restated 1995 Stock Option Plan | 10-K | 000-30877 | 10.3.11 | 3/29/2018 |
| 10.3.2.1# | Updated Election Deferral Form | 10-K | 001-40357 | 10.5.2.1 | 3/12/2025 |
| 10.3.3# | Amended and restated form of stock unit agreement under the 1995 Stock Option Plan | 10-Q | 001-40357 | 10.5.3 | 12/4/2024 |
| 10.3.4# | Amended and restated form of stock unit agreement under the 1995 Stock Option Plan as updated March 2025 | 10-Q | 001-40357 | 10.5.3.2 | 5/30/2025 |
| 10.3.5# | Form of Relative TSR and EPS RSU Grant Notice | 10-Q | 001-40357 | 10.7.8 | 5/27/2022 |
| 10.3.6# | Form of Relative TSR and EPS RSU Grant Notice December 2022 | 10-K | 001-40357 | 10.7.9 | 3/9/2023 |
| 10.3.7# | Form of Relative TSR and EPS RSU Grant Notice April 2024 | 10-Q | 001-40357 | 10.5.7 | 5/31/2024 |
| 10.3.8# ** | Special Equity Grant Agreement as approved March 2023 | 10-Q | 001-40357 | 10.7.11 | 5/26/2023 |

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| 10.3.9# | Form of Grant Notice for Restricted Stock Units under the 1995 Stock Option Plan | 10-Q | 001-40357 | 10.3.9 | 8/29/2025 |
| 10.3.10# | Form of Special Equity Award Relative TSR and EPS RSU Grant Notice July 2025 | 10-Q | 001-40357 | 10.3.10 | 8/29/2025 |
| 10.3.11# | Form of Performance Based Equity Grant notice under the 1995 Stock Option Plan and dated April 15, 2026 | 10-Q | 001-40357 | 10.3.11 | 5/28/2026 |
| 10.4# | Amended and Restated Marvell Technology, Inc. 2000 Employee Stock Purchase Plan (as approved by stockholders on June 23, 2022) | 10-K | 001-40357 | 10.8.1 | 03/09/2023 |
| 10.4.1# | Amended and restated form of subscription agreement under the 2000 ESPP | 10-Q | 001-40357 | 10.6.1 | 12/4/2024 |
| 10.5# | Offer Letter between Marvell and Matthew J. Murphy and form of Severance Agreement attached thereto as Appendix B | 8-K | 000-30877 | 10.1 | 6/20/2016 |
| 10.5.1# | Severance Agreement with Matt Murphy as amended March 2023 | 10-Q | 001-40357 | 10.9.1 | 5/26/2023 |
| 10.5.2# | Severance Agreement with Matt Murphy as amended August 2026 | | | | Filed herewith |
| 10.6# | Cavium, Inc. 2016 Equity Incentive Plan (including forms of grant notice and agreements) | 10-Q | 000-30877 | 10.1 | 12/4/2019 |
| 10.7# | Aquantia Corp. 2015 Equity Incentive Plan (including forms of grant notice and agreements) | 10-Q | 000-30877 | 10.5 | 12/4/2019 |
| 10.8# | Aquantia Corp. 2004 Equity Incentive Plan (including forms of grant notice and agreements) | 10-Q | 000-30877 | 10.4 | 12/4/2019 |
| 10.9# | Inphi Corporation Amended and Restated 2010 Stock Incentive Plan, as amended and restated on April 14, 2020 | S-8 | 333-255384 | 4.10 | 4/20/2021 |
| 10.10# | Offer letter with Chris Koopmans | 10-Q | 000-30877 | 10.4 | 9/8/2016 |
| 10.11# | Fiscal 2027 Named Executive Officer Compensation | 10-Q | 001-40357 | 10.11 | 5/28/2026 |
| 10.12# | Marvell Technology Inc. Change in Control Severance Plan and Summary Plan Description as amended and restated June 2025 | 10-Q | 001-40357 | 10.12 | 8/29/2025 |
| 10.12.1# | Updated Appendix A to the Change in Control Severance Plan as of July 2026 | | | | Filed herewith |
| 10.13 | Warrant to Purchase Common Shares of Marvell dated June 5, 2019 | 8-K | 000-30877 | 99.1 | 6/5/2019 |
| 10.14# | Promotion to CFO Letter for Willem Meintjes | 10-K | 001-40357 | 10.29 | 3/9/2023 |
| 10.14.1# | Separation letter agreement with Mr. Meintjes | | | | Filed herewith |
| 10.15# | Innovium, Inc. Amended 2015 Stock Option and Grant Plan (including forms of grant notice and agreements) | S-8 | 333-260060 | 4.1 | 10/5/2021 |
| 10.16# | Offer Letter for the Chief Legal Officer | 10-K | 001-40357 | 10.23 | 3/13/2024 |

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| 10.17 | Underwriting Agreement, dated September 11, 2023, among Marvell Technology, Inc. and J.P. Morgan Securities LLC, BofA Securities, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein | 8-K | 001-40357 | 1.1 | 9/18/2023 |
| 10.18# | Non-Qualified Deferred Compensation Plan | 10-K | 001-40357 | 10.21 | 3/12/2025 |
| 10.19 | Underwriting Agreement, dated June 23, 2025, among Marvell Technology, Inc. and J.P. Morgan Securities LLC, BofA Securities, Inc. and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein | 8-K | 001-40357 | 1.1 | 6/30/2025 |
| 10.20# | Senior Executive Retirement Program dated May 28, 2025 | 10-Q | 001-40357 | 10.20 | 8/29/2025 |
| 10.21 | Offer Letter for Sandeep Bharathi President, Data Center Group | 10-Q | 001-40357 | 10.21 | 12/3/2025 |
| 10.22# | Celestial AI, Inc. Amended and Restated 2020 Equity Incentive Plan | S-8 | 333-293205 | 99.1 | 2/4/2026 |
| 10.23# | XConn Technologies Holdings, Ltd. 2021 Equity Incentive Plan | S-8 | 333-293358 | 99.1 | 2/10/2026 |
| 10.24# | Offer Letter for Daniel Durn, Chief Financial Officer | | | | Filed herewith |
| 19 | Insider Trading Prohibition Policy and Guidelines | 10-K | 001-40357 | 19 | 3/12/2025 |
| 31.1 | Rule 13a-14(a)/15d-14(a) Certification of the Principal Executive Officer | | | | Filed herewith |
| 31.2 | Rule 13a-14(a)/15d-14(a) Certification of the Principal Financial Officer | | | | Filed herewith |
| 32.1* | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Principal Executive Officer | | | | Filed herewith |
| 32.2* | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Principal Financial Officer | | | | Filed herewith |
| 97 | Rule 10D-1 Clawback Policy | 10-K | 001-40357 | 97 | 3/13/2024 |
| 101.INS | Inline XBRL Instance Document | | | | Filed herewith |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document | | | | Filed herewith |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document | | | | Filed herewith |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Document | | | | Filed herewith |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document | | | | Filed herewith |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document | | | | Filed herewith |
| 104 | The cover page for this Form 10-Q, formatted in Inline XBRL (included in Exhibit 101) | | | | Filed herewith |

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| # | Management contracts or compensation plans or arrangements with, or in which, directors or executive officers are eligible to participate. |
| * | The certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Exchange Act. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference. |
| ** | Pursuant to Item 601(a)(5) of Regulation S-K, certain schedules and similar attachments have been omitted. The registrant hereby agrees to furnish a copy of any omitted schedule or similar attachment to the SEC upon request. |

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MARVELL TECHNOLOGY, INC.

Date: August 28, 2026

By: /s/ DANIEL DURN

**Daniel Durn**
***Chief Financial Officer***
**(Principal Financial Officer)**

**Exhibit 10.5.2**

**MARVELL TECHNOLOGY, INC.**

**AMENDED AND RESTATED SEVERANCE AGREEMENT**

This Amended and Restated Severance Agreement (the "Agreement") is made and entered into by and between Matthew Murphy (the "Employee") and Marvell Technology, Inc. (the "Company" which includes all of its subsidiaries), effective as of June 24, 2026.

**RECITALS**

**WHEREAS**, the Employee and the Company are parties to that certain Severance Agreement originally entered into in connection with the Employee's June 14, 2016 offer letter and most recently amended and restated as of May 26, 2023 (as so amended, the "Prior Agreement");

**WHEREAS**, the Executive Compensation Committee of the Board of Directors of the Company approved on June 24, 2026 certain amendments to the Prior Agreement, including (i) converting the term of the Prior Agreement from a fixed term to an indefinite term that remains in effect during the Employee's employment with the Company, and (ii) extending the COBRA premium reimbursement period from twelve (12) months to twenty-four (24) months; and

**WHEREAS**, the parties wish to amend and restate the Prior Agreement in its entirety on the terms set forth in this Agreement, and this Agreement shall supersede and replace the Prior Agreement in its entirety as of the Effective Date specified below.

The Company believes that it is imperative to provide the Employee with certain severance benefits upon certain terminations of employment. These benefits will provide the Employee with enhanced financial security and incentive and encouragement to remain with the Company.

Certain capitalized terms used in the Agreement are defined below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement shall become effective as of June 24, 2026 (the "Effective Date") and shall remain in effect for so long as the Employee is employed by the Company. Upon termination of the Employee's employment with the Company, this Agreement shall terminate, except that any rights and obligations that have accrued as of the date of termination, and any provisions that by their terms are intended to survive termination (including Section 3 (Severance Benefits), Section 3(f) (Section 409A), and the general provisions of Section 6 (Miscellaneous)), shall survive in accordance with their terms.

2. At-Will Employment. The Company and the Employee acknowledge that the Employee's employment is and shall continue to be at-will, as defined under applicable law, except as

may otherwise be specifically provided by applicable law or under the terms of any written formal employment agreement or offer letter between the Company and the Employee (an "Employment Agreement"). This Agreement does not constitute an agreement to employ Employee for any specific time.

3. Severance Benefits.

(a) In the event the Employee is terminated involuntarily by Company without Cause, as defined below, or as a result of the Employee resigning for Good Reason, as defined below, and provided the Employee executes and does not revoke a full release of claims with the Company (in a form satisfactory to the Company) (the "Release"), the Employee will be entitled to receive the severance benefits set out in Section 3(b). "Cause" is defined as: (A) an act of material dishonesty in connection with your job responsibilities; (B) conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or moral turpitude; (C) gross misconduct; (D) willful unauthorized use or disclosure of any proprietary information or trade secrets of the Company; (E) willful breach of any obligations under any written agreement with the Company that is not cured within 10 days after your receipt of written notice from the Company specifying the breach; (F) willful refusal to cooperate in good faith with a governmental or internal investigation of the Company or their directors, officers or employees, if the Company has requested your cooperation; or (G) willful failure to substantially perform your duties with the Company (other than as a result of incapacity due to physical or mental illness); provided that the action or conduct described in this clause (G) will constitute "Cause" only if such failure continues after the Company's Board of Directors, Independent Chair of the Board, or Lead Independent Director has provided you with a written demand for substantial performance setting forth in detail the specific respects in which the Company believes you have willfully failed to substantially perform your duties thereof and you have been provided a reasonable opportunity (to be not less than 20 days) to cure the same. "Good Reason" is defined as the occurrence of any of the following conditions without the Employee's consent: (X) a change in the Employee's position within the Company (or a parent or subsidiary employing the Employee) that materially reduces the Employee's level of duties, authority or responsibilities; provided, however, that if there is a change in the Employee's role after which the Employee does not have the role as chief executive officer with respect to a parent entity whose stock is publicly-traded, then such a change shall affirmatively constitute Good Reason; (Y) a reduction of 10% or greater in the Employee's level of annual base salary or incentive compensation eligibility; or (Z) the Company requires the Employee to relocate the principal place of performance of the Employee's duties to a location (i) more than 30 miles from the Employee's principal place of performance and (ii) the relocation results in a greater commute by the Employee.

The Employee's resignation will not constitute a resignation for "Good Reason" unless the Employee first provides the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 90 days of the initial existence of the grounds for "Good Reason" and provides the Company with 30 days following the date of such notice to cure the condition constituting "Good Reason."

(b) Benefits Provided. The Company shall provide the following payments and benefits to the Employee upon termination of employment in accordance with Section 3(a):

(i) A cash payment in a lump sum (less any withholding taxes) equal to 24 months of base salary (as in effect immediately prior to the termination);

(ii) A cash payment in a lump sum (less any withholding taxes) equal to the Employee's annual target incentive bonus (as in effect immediately prior to the termination) which is currently 200% of 12 months of base salary;

(iii) If the Employee, and any spouse and/or dependents of the Employee ("Family Members") has coverage on the date of the Employee's employment termination under a group health plan sponsored by the Company, the Company will reimburse the Employee the total applicable premium cost for continued group health plan coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") for a period of twenty-four (24) months following the Employee's employment termination, provided that the Employee validly elects and is eligible to continue coverage under COBRA for the Employee and his Family Members. However, if the Company determines in its sole discretion that it cannot provide the COBRA reimbursement benefits without potentially violating applicable laws (including, without limitation, Section 2716 of the Public Health Service Act and the Employee Retirement Income Security Act of 1974, as amended), the Company will in lieu thereof provide to the Employee a monthly payment in an amount equal to the monthly COBRA premium (on an after-tax basis) that the Employee would be required to pay to continue the group health coverage in effect on the date of the Employee's termination of employment (which amount will be based on the premium for the first month of COBRA coverage) for such twenty-four (24) month period, which payments will be made regardless of whether the Employee elects COBRA continuation coverage; and

(iv) Notwithstanding anything to the contrary in any plan, agreement, or arrangement governing an Equity Award, (a) for each Equity Award subject only to time-based vesting, the vesting will be accelerated as if Employee had remained employed through the date 18 months following the termination of employment date, (b) for each Equity Award subject to performance-based vesting to the extent performance measurement has been completed and shares based on that performance will vest thereafter solely based on time, the vesting will be accelerated as if Employee had remained employed through the date 18 months following the termination of employment date, (c) for each Equity Award subject to performance-based vesting to the extent the performance measurement has not been completed, then the vesting of shares subject to each Equity Award will be accelerated by multiplying the number of shares at Target by the Pro Rata Acceleration Fraction (as defined below), and (d) for each Equity Award subject to performance-based vesting to the extent one but not all of the performance measurement components have been completed (for example, the Earnings Per Share performance multiplier component in the April 2024 annual focal grant has been completed but the Total Shareholder Return performance component has not been completed), then the vesting of shares subject to each such Equity Award will be accelerated by (i) multiplying the number of shares at Target by the Pro Rata Acceleration Fraction (as defined below) the result of which is then multiplied by the completed performance measurement. Except as provided above, there shall be no acceleration with respect to that portion of any Equity Awards based on performance where the performance measurement has not been achieved. For purposes of this Agreement "Equity Award" means any equity awards covering shares of the Company's common stock, including stock options, restricted stock, restricted stock units, stock appreciation rights, performance units, performance shares and/or any other equity-based awards. An illustrative example of the foregoing is provided in Exhibit A. For the avoidance of doubt, the foregoing provisions shall not apply to the stock-price based performance award granted to the Employee on April 15, 2023, which grant and corresponding agreement contain its own separate and specific change of control severance and death and disability provisions which govern that specific performance award.

(A) The Pro Rata Acceleration Fraction means the fraction in which the numerator is the number of days elapsed starting on the date of grant of the Equity Award until termination of employment in accordance with Section 3(a) divided by the total number of days in the performance measurement period (provided, however, in the event there are 2 performance measurement periods for a particular Equity Award, then the longest period is used for purposes of the Pro Rata Acceleration Fraction).

(c) Release Effectiveness. The receipt of any severance pursuant to Section 3(b) will be subject to Employee signing and not revoking the Release and further subject to the Release becoming effective within sixty (60) days following Employee's termination of employment (the "Release Deadline Date").

(d) Timing of Severance Payments. Any cash severance payment to which Employee is entitled shall be paid by the Company to Employee in a single lump sum in cash on the first Company payroll after the Release Deadline Date, subject to any delay required by Section 3(f).

(e) Change of Control Benefits. In the event the Employee receives severance and other benefits pursuant to a change in control agreement that are greater than or equal to the amounts payable hereunder, then the Employee shall not be entitled to receive severance or any other benefits under this Agreement.

(f) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, if Employee is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the final regulations and any guidance promulgated thereunder ("Section 409A") at the time of Employee's termination (other than due to death) or resignation, then the severance payable to Employee, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") that are payable within the first six (6) months following Employee's termination of employment, will become payable on or within ten days following the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Employee's termination of employment. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Employee dies following his termination but prior to the six (6) month anniversary of his termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Employee's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(ii) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations shall not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(iii) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that do not exceed the Section 409A Limit shall not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above. "Section 409A Limit" will mean the lesser of two (2) times: (i) Employee's annualized compensation based upon the annual rate of pay paid to Employee during the Employee's taxable year preceding the Employee's taxable year of Employee's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Employee's employment is terminated.

(iv) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Employee agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Employee under Section 409A.

4. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 4(a) or which becomes bound by the terms of this Agreement by operation of law. The term "Company" shall also include any direct or indirect subsidiary that is majority owned by the Company.

(b) The Employee's Successors. The terms of this Agreement and all rights of the Employee hereunder shall inure to the benefit of, and be enforceable by, the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

5. Notice. All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (a) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one (1) business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid or (d) one (1) business day after the business day of facsimile or e-mail transmission, if delivered by facsimile transmission or e-mail with a copy by first class mail, postage prepaid, and shall be addressed (i) if to Employee, at his or her last known residential address and (ii) if to the Company, at the address of its principal corporate office (attention: Secretary), with a copy to 5488 Marvell Lane, Santa Clara, CA 95054 or in any such case at such other address as a party may designate by ten (10) days' advance written notice to the other party pursuant to the provisions above.

6. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement, nor shall any such payment be reduced, except as provided above in Section 3(e), by any earnings that the Employee may receive from any other source.

(b) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Company (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. Subject to Section 3(e) above, this Agreement, together with the Employee's offer letter dated June 14, 2016 (as modified by any subsequent agreement between the Employee and the Company, other than the Prior Agreement which is hereby superseded), constitutes the entire agreement between the Employee and the Company regarding the subject matter hereof and supersedes and replaces the Prior Agreement in its entirety.

(e) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California. The Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over all controversies in connection with this Agreement.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY MARVELL TECHNOLOGY, INC.

By: /s/ Mark Casper

Name: Mark Casper

Title: EVP, Chief Legal Officer

Date: August 12, 2026

EMPLOYEE

/s/ Matthew Murphy

Name: Matthew Murphy

Date: August 12, 2026

**Exhibit A**
**Illustrative Examples**

Time Based Vesting

| No. of Shares granted | Grant Date | Vesting type | Vesting term | Employment Termination Date | No. of shares vested as of Termination date | No. of additional shares to be vested (18 months) | Total Vested |
|---|---|---|---|---|---|---|---|
| 100,000 | April 15, 2026 | quarterly | 3 years from grant date | April 15, 2027 | 33,333 | 50,000 | 83,333 |

Performance Based Vesting – TSR with EPS multiplier (Neither Performance Measure Achieved)

No. of Shares granted at Target: 200,000
Grant Date: April 15, 2026
Employment Termination Date: April 15, 2027
Number of shares vested as a Termination Date: 0

| Award Component | Performance multiplier achieved | Performance Measurement Start Date | Performance Measurement End Date | Number of additional shares to be vested based on Pro Rata Acceleration Fraction |
|---|---|---|---|---|
| EPS | 100% (at target) | April 15, 2026 | January 29, 2028 | - |
| TSR | 100% (at target) | April 15, 2026 | April 5, 2029 | - |
| Total | 100%*100%=100%<br>200,000 shares | | | 67,281 (200,000 shares * 365 days/1085 days) |

Performance Based Vesting – TSR with EPS multiplier completed at 150% at year 2

No. of Shares granted at Target: 200,000
Grant Date: April 15, 2026
Employment Termination Date: April 15, 2028
Number of shares vested as a Termination Date: 0

| Award Component | Performance multiplier achieved | Performance Measurement Start Date | Performance Measurement End Date | Pro-Rata Acceleration Fraction | Total Shares to Vest |
|---|---|---|---|---|---|
| EPS | 150% | April 15, 2026 | January 29, 2028 | - | - |
| TSR | 100% (at target) | April 15, 2026 | April 5, 2029 | - | - |
| Total | - | - | - | (730 days/1085 day) = .672811 | 200,000 *(.672811 * 150%) = **201,843** |

**Exhibit 10.12.1**

# Appendix A

# Change in Control Plan

**TIER 2**

**Marvell Technology, Inc. Change in Control Severance Plan**
**Participation Agreement**

Marvell Technology, Inc. (the "**Company**") is pleased to inform you, [NAME], that you have been selected to participate in the Company's Change in Control Severance Plan and Summary Plan Description (the "**Plan**") as a Participant.

A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan. The capitalized terms used but not defined herein will have the meanings ascribed to them in the Plan.

In order to actually become a participant in the Plan, you must complete and sign this Participation Agreement and return it to Mark Casper no later than July 17, 2026.

In the event of a Change in Control where the successor corporation does not assume your Equity Awards or substitute Equity Awards for substantially similar awards with the same or more favorable vesting schedule as your Equity Awards, then your Equity Awards will accelerate and vest in full in accordance with Section 3 of the Plan.

Also, the Plan describes in detail certain circumstances under which you may become eligible for certain Severance Benefits under Section 5 of the Plan if, during the Change in Control Period, you incur an Involuntary Termination. If you become eligible for Severance Benefits as described in the Plan, then subject to the terms and conditions of the Plan, you will receive:

1. **Cash Severance Benefits**.

*Base Salary*. A lump-sum payment (less applicable withholding taxes) equal to 18 months of your annual base salary as in effect immediately prior to your Involuntary Termination (or if your Involuntary Termination is a termination for Good Reason due to a material reduction in your level of annual base salary, your annual base salary as in effect immediately prior to such reduction) or, if greater, at the level in effect immediately prior to the Change in Control.

*Bonus*. A lump-sum payment equal to 150% of your annual target bonus for the fiscal year in which your Involuntary Termination occurs or, if greater, your annual target bonus in effect immediately prior to the Change in Control.

*Pro-Rata Bonus*. A lump-sum payment equal to your annual target bonus for the fiscal year in which your Involuntary Termination occurs, pro-rated for the number of full months employed during the fiscal year.

**Equity Award Vesting Acceleration**. 100% of your then-outstanding and unvested Equity Awards will become vested in full. If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then the Equity Award will vest as to 100% of the amount of the Equity

Award assuming the performance criteria had been achieved at target levels for the relevant performance period(s); provided however, that (A) if there is no “target” level, then the number that will vest shall be 100% of the maximum amount that could vest with respect to that relevant measurement period(s); and (B) if the performance period has been completed and the actual performance achieved is greater than the target level, then the number that will vest shall be 100% of the amount that would vest based on that actual performance achievement level with respect to that relevant measurement period; and (C) if the performance criteria is TSR or other measure based on the value of the Company’s stock, the amount that will vest will be calculated as if the measurement period ended on the date of the Change in Control (and including the final closing price of the Company’s stock on such date). Any Company stock options and stock appreciation rights shall thereafter remain exercisable following the Participant’s employment termination for the period prescribed in the respective option and stock appreciation right agreements.

Notwithstanding anything to the contrary herein, if you incur an Involuntary Termination in the Pre-Closing Change in control Period, then any Equity Awards subject to performance-based vesting shall remain eligible to vest by their terms based on (i) actual performance if the performance period ends prior to the Change in Control; or (ii) in accordance with the above paragraph if the performance period remains outstanding as of the Change in Control.

**Continued Medical Benefits**. Your reimbursement of continued health coverage under COBRA or taxable monthly payment in lieu of reimbursement, as applicable, and as described in Section 5.3 of the Plan will be provided for a period of 18 months following your termination of employment. Notwithstanding the foregoing, if you are not employed in the United States, the benefit under this paragraph will be a regional equivalent to COBRA determined by the Administrator in its sole discretion.

In order to receive any Severance Benefits for which you otherwise become eligible under the Plan, you must sign and deliver to the Company the Release, which must have become effective and irrevocable within the requisite period.

The benefits provided to the Participant under the Change in Control Severance Plan and this Participant Agreement are determined solely based on the Participant's role with the Company as of the date of execution of the Participation Agreement. Prior to the start of the Change in Control Period, in the event of either (x) a material diminution in the Participant's authority, duties, or responsibilities from those in effect on the date of this Agreement or (y) a change in Participant’s role with the Company, the Company reserves the right, in its sole discretion, to modify, reduce, or terminate any or all benefits provided to the Participant hereunder. Any such modification, reduction, or termination shall be effective without the requirement of the Participant's express written consent or any further action on the part of the Company.

By your signature below, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan. Your signature below confirms that: (1) you have received a copy of the Plan; (2) you have carefully read this Participation Agreement and Plan; (3) decisions and determinations by the

Administrator under the Plan will be final and binding on you and your successors; and (4) if you have previously entered into a Participation Agreement with the Company then you are revoking your prior Participation Agreement.

**MARVELL TECHNOLOGY, INC.** **PARTICIPANT**

____ ______________________________
Signature [NAME]

Mark Casper ______________________________
EVP, Chief Legal Officer and Secretary Date

Attachment: Marvell Technology, Inc. Change in Control Severance Plan and Summary Plan Description

*[Signature Page to the Participation Agreement]*

**TIER 3**

**Marvell Technology, Inc. Change in Control Severance Plan**
**Participation Agreement**

Marvell Technology, Inc. (the "**Company**") is pleased to inform you, ________________________, that you have been selected to participate in the Company's Change in Control Severance Plan and Summary Plan Description (the "**Plan**") as a Participant.

A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan. The capitalized terms used but not defined herein will have the meanings ascribed to them in the Plan.

In order to actually become a participant in the Plan, you must complete and sign this Participation Agreement and return it to Mark Casper no later than July 17, 2026.

In the event of a Change in Control where the successor corporation does not assume your Equity Awards or substitute Equity Awards for substantially similar awards with the same or more favorable vesting schedule as your Equity Awards, then your Equity Awards will accelerate and vest in full in accordance with Section 3 of the Plan.

Also, the Plan describes in detail certain circumstances under which you may become eligible for certain Severance Benefits under Section 5 of the Plan if, during the Change in Control Period, you incur an Involuntary Termination. If you become eligible for Severance Benefits as described in the Plan, then subject to the terms and conditions of the Plan, you will receive:

1. **Cash Severance Benefits**.

*Base Salary*. A lump-sum payment (less applicable withholding taxes) equal to 12 months of your annual base salary as in effect immediately prior to your Involuntary Termination (or if your Involuntary Termination is a termination for Good Reason due to a material reduction in your level of annual base salary, your annual base salary as in effect immediately prior to such reduction) or, if greater, at the level in effect immediately prior to the Change in Control.

*Bonus*. A lump-sum payment equal to 100% of your annual target bonus for the fiscal year in which your Involuntary Termination occurs or, if greater, your annual target bonus in effect immediately prior to the Change in Control.

*Pro-Rata Bonus*. A lump-sum payment equal to your annual target bonus for the fiscal year in which your Involuntary Termination occurs, pro-rated for the number of full months employed during the fiscal year.

**Equity Award Vesting Acceleration**. 100% of your then-outstanding and unvested Equity Awards will become vested in full. If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then the Equity Award will vest as to 100% of the amount of the Equity Award assuming the performance criteria had been achieved at target levels for the relevant performance period(s); provided however, that (A) if there is no "target" level, then the number that will vest shall be 100% of the maximum amount that could vest with respect to that relevant measurement period(s); and (B) if the performance period has been completed and the actual performance achieved is greater than the target level, then the number that will vest shall be 100% of the amount that would vest based on that actual performance achievement level with respect to that relevant measurement period; and (C) if the performance criteria is TSR or other measure based on the value of the Company's stock, the amount that will vest will be calculated as if the measurement period ended on the date of the Change in Control (and including the final closing price of the Company's stock on such date). Any Company stock options and stock appreciation rights shall thereafter remain exercisable following the Participant's employment termination for the period prescribed in the respective option and stock appreciation right agreements.

Notwithstanding anything to the contrary herein, if you incur an Involuntary Termination in the Pre-Closing Change in control Period, then any Equity Awards subject to performance-based vesting shall remain eligible to vest by their terms based on (i) actual performance if the performance period ends prior to the Change in Control; or (ii) in accordance with the above paragraph if the performance period remains outstanding as of the Change in Control.

**Continued Medical Benefits**. Your reimbursement of continued health coverage under COBRA or taxable monthly payment in lieu of reimbursement, as applicable, and as described in Section 5.3 of the Plan, will be provided for a period of 12 months following your termination of employment. Notwithstanding the foregoing, if you are not employed in the United States, the benefit under this paragraph will be a regional equivalent to COBRA determined by the Administrator in its sole discretion.

In order to receive any Severance Benefits for which you otherwise become eligible under the Plan, you must sign and deliver to the Company the Release, which must have become effective and irrevocable within the requisite period.

The benefits provided to the Participant under the Change in Control Severance Plan and this Participant Agreement are determined solely based on the Participant's role with the Company as of the date of execution of the Participation Agreement. Prior to the start of the Change in Control Period, in the event of either (x) a material diminution in the Participant's authority, duties, or responsibilities from those in effect on the date of this Agreement or (y) a change in Participant's role with the Company, the Company reserves the right, in its sole discretion, to modify, reduce, or terminate any or all benefits provided to the Participant hereunder. Any such modification, reduction, or termination shall be effective without the requirement of the Participant's express written consent or any further action on the part of the Company.

By your signature below, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan. Your signature below confirms that: (1) you have received a copy of the Plan; (2) you have carefully read this Participation Agreement and t Plan ; (3) decisions and determinations by the Administrator under the Plan will be final and binding on you and your successors; and (4) if you have previously entered into a Participation Agreement with the Company then you are revoking your prior Participation Agreement.

**MARVELL TECHNOLOGY, INC.** **PARTICIPANT**

____ ____________________________
Signature [NAME]

Mark Casper ____________________________
EVP, Chief Legal Officer and Secretary Date

Attachment: Marvell Technology, Inc. Change in Control Severance Plan and Summary Plan Description

*[Signature Page to the Participation Agreement]*

**TIER 4**

**Marvell Technology, Inc. Change in Control Severance Plan**
**Participation Agreement**

Marvell Technology, Inc. (the "**Company**") is pleased to inform you, **________________________**, that you have been selected to participate in the Company's Change in Control Severance Plan and Summary Plan Description (the "**Plan**") as a Participant.

A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan. The capitalized terms used but not defined herein will have the meanings ascribed to them in the Plan.

In order to actually become a participant in the Plan, you must complete and sign this Participation Agreement and return it to Mark Casper no later than July 17, 2026.

In the event of a Change in Control where the successor corporation does not assume your Equity Awards or substitute Equity Awards for substantially similar awards with the same or more favorable vesting schedule as your Equity Awards, then your Equity Awards will accelerate and vest in full in accordance with Section 3 of the Plan.

Also, the Plan describes in detail certain circumstances under which you may become eligible for certain Severance Benefits under Section 5 of the Plan if, during the Change in Control Period, you incur an Involuntary Termination. If you become eligible for Severance Benefits as described in the Plan, then subject to the terms and conditions of the Plan, you will receive:

1. **Cash Severance Benefits**.

*Base Salary*. A lump-sum payment (less applicable withholding taxes) equal to 6 months of your annual base salary as in effect immediately prior to your Involuntary Termination (or if your Involuntary Termination is a termination for Good Reason due to a material reduction in your level of annual base salary, your annual base salary as in effect immediately prior to such reduction) or, if greater, at the level in effect immediately prior to the Change in Control.

*Bonus*. A lump-sum payment equal to 50% of your annual target bonus for the fiscal year in which your Involuntary Termination occurs or, if greater, your annual target bonus in effect immediately prior to the Change in Control.

*Pro-Rata Bonus*. A lump-sum payment equal to your annual target bonus for the fiscal year in which your Involuntary Termination occurs, pro-rated for the number of full months employed during the fiscal year.

**Equity Award Vesting Acceleration**. 100% of your then-outstanding and unvested Equity Awards will become vested in full. If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then the Equity Award will vest as to 100% of the amount of the Equity Award assuming the performance criteria had been achieved at target levels for the relevant performance period(s); provided however, that (A) if there is no "target" level, then the number that will vest shall be 100% of the maximum amount that could vest with respect to that relevant measurement period(s); and (B) if the performance period has been completed and the actual performance achieved is greater than the target level, then the number that will vest shall be 100% of the amount that would vest based on that actual performance achievement level with respect to that relevant measurement period; and (C) if the performance criteria is a TSR or other measure based on the value of the Company's stock, the amount that will vest will be calculated as if the measurement period ended on the date of the Change in Control (and including the final closing price of the Company's stock on such date). Any Company stock options and stock appreciation rights shall thereafter remain exercisable following the Participant's employment termination for the period prescribed in the respective option and stock appreciation right agreements.

Notwithstanding anything to the contrary herein, if you incur an Involuntary Termination in the Pre-Closing Change in control Period, then any Equity Awards subject to performance-based vesting shall remain eligible to vest by their terms based on (i) actual performance if the performance period ends prior to the Change in Control; or (ii) in accordance with the above paragraph if the performance period remains outstanding as of the Change in Control.

**Continued Medical Benefits**. Your reimbursement of continued health coverage under COBRA or taxable monthly payment in lieu of reimbursement, as applicable, and as described in Section 5.3 of the Plan will be provided for a period of 6 months following your termination of employment. Notwithstanding the foregoing, if you are not employed in the United States, the benefit under this paragraph will be a regional equivalent to COBRA determined by the Administrator in its sole discretion.

In order to receive any Severance Benefits for which you otherwise become eligible under the Plan, you must sign and deliver to the Company the Release, which must have become effective and irrevocable within the requisite period.

The benefits provided to the Participant under the Change in Control Severance Plan and this Participant Agreement are determined solely based on the Participant's role with the Company as of the date of execution of the Participation Agreement. Prior to the start of the Change in Control Period, in the event of either (x) a material diminution in the Participant's authority, duties, or responsibilities from those in effect on the date of this Agreement or (y) a change in Participant's role with the Company, the Company reserves the right, in its sole discretion, to modify, reduce, or terminate any or all benefits provided to the Participant hereunder. Any such modification, reduction, or termination shall be effective without the requirement of the Participant's express written consent or any further action on the part of the Company.

By your signature below, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan. Your signature below confirms that: (1) you have received a copy of the Change in Control Severance

Plan and Summary Plan Description; (2) you have carefully read this Participation Agreement and the Plan; (3) decisions and determinations by the Administrator under the Plan will be final and binding on you and your successors; and (4) if you have previously entered into a Participation Agreement with the Company then you are revoking your prior Participation Agreement.

**MARVELL TECHNOLOGY INC.** **PARTICIPANT**

____ ________________________

Signature [Name]

Mark Casper ________________________

EVP, Chief Legal Officer and Secretary Date

Attachment: Marvell Technology, Inc. Change in Control Severance Plan and Summary Plan Description

*[Signature Page to the Participation Agreement]*

**Exhibit 10.14.1**

MARVELL™

Human Resources Department
5488 Marvell Lane, Santa Clara, CA 95054
Phone: 408.222.2500 | GR-HR-Services-Americas@marvell.com | www.marvell.com

June 5, 2026

**CONFIDENTIAL**

Willem Meintjes
[address]

Dear Willem:

This letter agreement (this "Agreement") sets forth the terms and conditions of your separation from Marvell Semiconductor, Inc., a California corporation, and any affiliate thereof (individually and collectively, the "Company"). You should consult with your own attorney prior to signing this Agreement.

In exchange for valuable consideration given to you by the Company, the receipt and adequacy of which you hereby acknowledge, you hereby accept and agree to the following terms and conditions of your separation from the Company:

1. **SEPARATION.** Provided you timely sign, return, and do not revoke this Agreement, and further timely execute, return, and do not revoke the Supplemental Release described in paragraph 15, your employment with the Company will terminate on April 17, 2027, ("Separation Date"), subject to possible adjustment by the Company pursuant to paragraph 2 below, and you will receive the Separation Benefits set forth in paragraph four (4) below. If you do not timely sign and return this Agreement, or you revoke this Agreement, your termination date will be June 26, 2026, and you will not be entitled to the payments or benefits set forth in paragraph four (4) below. You agree to execute the Termination Certificate attached to this Agreement as **Exhibit A** on the Separation Date.

2. **TRANSITION DUTIES.** As of June 15, 2026, ("Transition Date") you will be released from your current responsibilities and will transition to an advisor role. In this advisor role, you agree to provide support and assistance to the Company, as requested, through your Separation Date. Given that you will continue to perform advisory duties for the Company through your Separation Date and may continue to have access to Company confidential information, you agree to continue to follow all Company policies through your Separation Date. You agree that if, at any time after the Transition Date and before the Separation Date, you obtain other employment, you will advise the Company in writing, in accordance with paragraph 21, before you begin such other employment. If you advise the Company that you have obtained other employment during the period from the Transition Date through the Separation Date, the Company may, in its sole discretion, adjust the Separation Date, and any reference in this Agreement to the Separation Date will mean the adjusted date designated by the Company

3. **FINAL PAYMENTS.** On the Separation Date, the Company will pay you your final paycheck, which will include all wages due and owing through the Separation Date, subject to standard deductions and withholdings. You are entitled to, and will be paid, all wages due and owing upon the termination of your employment, regardless of whether you sign this Agreement.

4. **SEPARATION BENEFITS.** The Company shall provide you with the following special separation benefits (collectively, “Separation Benefits”), provided that any Separation Benefits payable after the Separation Date are expressly conditioned on, and will not be paid unless and until, the Supplemental Release described in paragraph 15 has been timely executed, returned, and become effective:

   a. Continuation of your salary and benefits through the Separation Date.

5. You were previously granted Restricted Stock Units (“RSUs”) and Performance Share Units (“PSUs”) of Common Stock of the Company’s parent corporation, Marvell Technology, Inc., a Delaware corporation (the “Parent”), (these are referred to collectively as the “Grant”). A detailed description of your existing Grants, reflecting vesting information is set forth in the Closing Statement attached to this Agreement as **Exhibit B**.

   a. **RSUs.** For your time-based awards, you will be eligible for continued vesting through your Separation Date. You will cease to vest any shares after your Separation Date and such remaining Grants will be cancelled.

   b. **PSUs.** For the performance-based grant made effective on April 15, 2024, you will be eligible to receive the full amount actually achieved for such grant, which is determined and certified by the Executive Compensation Committee (“ECC”). The actual number of shares that vest for that award will be the amount achieved for the Grant, which is determined by the ECC. Any shares achieved will vest on the original vesting date of such Grant. You will cease to vest any shares after your Separation Date and such remaining Grants will be cancelled.

6. **ESPP CONTRIBUTIONS.** Your final paycheck will include any contributions to the Company’s Employee Stock Purchase Plan you made during the purchase period in effect at the time of your termination. You agree that as of the Separation Date, you will no longer be eligible to participate in the ESPP.

7. **EXPENSE REIMBURSEMENTS.** You agree to submit any final business expenses for reimbursement as soon as possible, but no later than July 1, 2026. Any outstanding expense reimbursements will be made to you within 30 days after submission. You covenant and agree not to incur any further expenses or out of pocket charges on behalf of the Company after your Separation Date.

8. **OTHER COMPENSATION AND BENEFITS; INDEMNIFICATION.**

   a. **Other Compensation**. Except as expressly provided for in this Agreement, you will not receive (nor are you entitled to receive) any other salary, bonuses, vacation or other paid leave, stock options, RSUs, PSUs, or any other compensation or benefits of any kind. You are not eligible for, and you will not receive, any further bonus or other incentive compensation. You acknowledge that, except as expressly set forth in this Agreement, you are not entitled to receive any severance or separation benefits and are not eligible to participate in any Marvell severance plan. You understand and agree that the payments and benefits to be provided to you pursuant to this Agreement substantially exceed the benefits to which you would be entitled in the absence of this Agreement and no other compensation is owed to you except as provided herein.

b. **Indemnification**. Nothing in this Agreement shall affect, diminish, or otherwise limit your rights to indemnification, advancement of expenses, or directors' and officers' liability insurance coverage under (i) the Indemnification Agreement between Parent (including its affiliated entities) and you (the "Indemnification Agreement"), (ii) Parent's and the Company's Certificate of Incorporation and Bylaws, or (iii) any applicable directors' and officers' liability insurance policy, in each case as in effect immediately prior to the Separation Date. Parent and the Company acknowledge and agree that the Indemnification Agreement, your rights thereunder, shall remain in full force and effect following the Separation Date in accordance with its terms and shall not be modified or terminated without Executive's prior written consent. For the avoidance of doubt, your release of claims in Paragraphs 9 and 10 of this Agreement shall not apply to any rights you may have under the Indemnification Agreement, the Company's organizational documents, or any applicable insurance policy.

**9. GENERAL RELEASE.** You and your representatives completely release the Company, its affiliated, related, sibling, parent and subsidiary corporations, predecessors and successors, and its present and former directors, officers, employees and insurers (collectively, the "Released Parties") from all claims of any kind, known and unknown, that you had in the past or now have against the Released Parties through the date you sign this Agreement (except for claims arising out of this Agreement). Without limitation, this full waiver and release includes all claims for compensation of any kind, and all claims arising from your employment with the Company, the termination of your employment, and/or the events leading up to the termination of your employment, and the terms of the Grant or its cancellation, whether based on contract, tort, statute, local ordinance, regulation or any comparable law in any jurisdiction (collectively, the "Released Claims"). By way of example and not in limitation, the Released Claims shall include any claims arising under section 806 of the Sarbanes-Oxley Act of 2002 ("Civil Whistle Blower Provisions"), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit and Protection Act, the California Labor Code, and the California Fair Employment and Housing Act, as well as any claims asserting wrongful termination, breach of contract, breach of the covenant of good faith and fair dealing, all claims related to the return or recovery of any personal property allegedly remaining with or left at the Company, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, and defamation, provided, however, that you are not releasing any claims to challenge the validity of this release under the Age Discrimination in Employment Act, any claims that arise after you sign this Agreement, or any claims that you cannot waive by operation of law. Additionally, nothing in this Agreement precludes you from filing a charge or complaint with or participating in any investigation or proceeding before any federal or state agency, including the Equal Employment Opportunity Commission ("EEOC"), U.S. Securities and Exchange Commission, or any other federal, state, or local regulatory or law enforcement agency, and you will not forfeit any benefits if you do so. However, the payments and other benefits that you will receive herein shall be the sole compensation or relief (i.e. monetary payment or other remedy) from the Released Parties for the claims you are releasing.

10. **SECTION 1542 WAIVER.** You understand and further agree that because this release specifically covers all known and unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the Released Claims, you waive your rights under California Civil Code section 1542, which states as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

You knowingly and voluntarily hereby expressly waive and relinquish all rights and benefits that you may now have, or in the future may have, under section 1542 of the California Civil Code and any law of any jurisdiction of similar effect with respect to your release of any claims, including unknown claims, you may have against the Released Parties.

11. **LIMITATIONS ON AUTHORITY.** You acknowledge and agree that you are no longer authorized to incur any expenses, obligations, or liabilities on behalf of the Company, or to represent or purport to represent the Company in any manner with any third party.

12. **COMPANY PROPERTY AND PROPRIETARY INFORMATION.** You hereby represent and warrant to the Company that you have returned to the Company all Company documents (and all copies thereof) and other Company property which you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including cellular telephones and laptop computers), credit cards, entry cards, and keys; and, any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions thereof) ("Company Property"), or you will do so on the earlier of your last active day of work or the Separation Date. You also acknowledge that the terms of the Confidential Information and Invention Assignment Agreement you signed as a condition of your employment with the Company shall remain in effect after your employment with the Company ends.

13. **NON-DISPARAGEMENT.** The Employee agrees not to make, directly or indirectly, publish or communicate any remarks, comments, or statements, in any form or nature, whether oral or written, specifically including without limitation on any website, web posting, or internet blog site: (1) that is intended to or could damage or defame the professional or business reputation of the Parent or the Company; or (2) its executive leadership team, or its employees, officers, or directors; or (3) or that criticizes or speaks negatively about the Parent or the Company or their decisions, actions, products, services, or operations.

14. **VOLUNTARY AND KNOWING RELEASE.** You expressly understand and acknowledge that among the various rights and claims being waived and released by you are any and all claims arising under the Age Discrimination in Employment Act of 1967, as amended, the California Fair Employment and Housing Act, and any federal, state, or local discrimination, employment or other laws. By your signature below, you acknowledge each of the following:

(a) That you have read and understood this Agreement;

(b) That you fully understand the Agreement's contents and legal effect, and that you understand that by signing this Agreement you are giving up any legal claims you have against Marvell;

(c) That you have been given a period of at least twenty-one (21) days to consider this Agreement, and that in order to accept this Agreement you must sign and return it no later than June 26, 2026;

(d) That you have been advised to consult with your own attorney prior to signing this Agreement, and that you obtained such advice or have voluntarily declined to seek such counsel;

(e) That you have chosen to enter into this Agreement freely, without coercion and based upon your own judgment and not in reliance upon any promises made by the Company other than those contained in this Agreement; and

(f) That you may revoke the Agreement by delivering a written notice of revocation to me, no later than the seventh day after you sign the Agreement.

**15.** **EFFECTIVE DATE.** For all purposes, this Agreement shall become effective on the eighth day after you execute the Agreement ("Effective Date") so long as you have not timely revoked the Agreement. As a further condition to your eligibility for the Separation Benefits, you agree that on or after the Separation Date you will execute, deliver, and not revoke a supplemental release of claims in favor of the Company (the "Supplemental Release") in substantially the same form as the release set forth in paragraphs 9 and 10, except that the Supplemental Release will release all claims through and including the Separation Date. You must sign and return the Supplemental Release no later than twenty one (21) days after the Separation Date. If you do not timely sign and return the Supplemental Release, or if you revoke it, you will not be entitled to receive any Separation Benefits payable after the Separation Date, other than amounts the Company is required by law to pay regardless of whether you sign the Supplemental Release.

**16.** **ENTIRE AGREEMENT.** This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with respect to the subject matter hereof. The Agreement is executed without reliance upon any promise, warranty or representation, written or oral, by any party or any representative of any party other than those expressly contained herein and it supersedes any other such promises, warranties or representations. You acknowledge that you have carefully read this Agreement, have been afforded the opportunity to be advised of its meaning and consequences by an attorney, and signed the same of your own free will. This Agreement may not be amended or modified except in writing signed by both you and the Company's Chief Human Resources Officer. Each party will bear its own costs or fees incurred in connection with the making of this Agreement.

**17.** **APPLICABLE LAW.** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California. Any action brought to enforce this Agreement, and any action arising out of, in connection with, or relating to this Agreement, shall be subject to the exclusive jurisdiction of the state and federal courts located in the Northern District of California. Both parties waive the right to a jury trial in any such action, and each party shall bear the costs and fees it incurs in any such action.

**18.** **SEVERABILITY.** If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and the provisions hereof shall be unimpaired. Such court will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.

**19.** **SUCCESSORS AND ASSIGNS.** This Agreement shall bind the heirs, personal representatives, successors, assigns, executors, and administrators of each party, and inures to the benefit of each party, its or his/her heirs, successors and assigns. However, because of the unique and personal nature of your duties under this Agreement, you agree that you may not delegate the performance of your duties under this Agreement.

**20.** **CONSENT TO ELECTRONIC DELIVERY AND EXECUTION.** Signatures of the parties transmitted by electronic means shall be deemed original signatures for all purposes. The words "signed," "signature," and the like shall be deemed to include electronic signatures or the keeping of records in electronic form, and shall have the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or similar state laws based on the Uniform Electronic Transactions Act. This Agreement, if delivered by electronic means, will be treated in all respects as an original agreement and have the same binding legal effect as if it were the original signed version delivered in person. You expressly consent to the electronic delivery of this Agreement, and agree that you will not claim that the use of electronic delivery or electronic signatures invalidates this Agreement or renders it unenforceable.

**21.** **NOTICE.** When any notice is required or authorized hereunder, such notice will be given in writing by email as follows: (i) if to the Company, to [email address] with a copy to [email address] and (ii) if to Willem Meintjes, to [email address]. Either party may change the email address for notice hereunder by providing the other party with five (5) calendar days prior written notice.

If this Agreement is acceptable to you, please sign and return it to me no later than 21 days from today.

**If you do not sign and return this Agreement by the date set forth above, you will not receive any of the Separation Benefits.**

Sincerely,

Marvell Semiconductor, Inc.

By: /s/ Janice Hall
Janice Hall
EVP, Chief Human Resources Officer

**PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

/s/ Willem Meintjes
Willem Meintjes

Date: June 10, 2026

MARVELL

Marvell Semiconductor, Inc.
5488 Marvell Lane
Santa Clara, California 95054 United States of America

Daniel Durn
[email]

June 8, 2026

Dear Dan,

It is our pleasure to offer you the position of **Executive Vice President and Chief Financial Officer** with Marvell Semiconductor, Inc. ("the Company"), a subsidiary of Marvell Technology, Inc. (“Marvell”), at a salary of **$850,000.00** USD per year, subject to Marvell’s Board of Directors approving your appointment on June 10, 2026.

Your manager will be Matt Murphy, Chairman & CEO. Your work location will be at our Santa Clara, California office.

You will be eligible to participate in the Company’s **Annual Incentive Plan (AIP)** with a target bonus of **120%** of your current base salary. The amount of your actual AIP bonus payment will be determined by the Company at its sole discretion based on the company’s performance against defined financial metrics. However, if your start date is after the last day of the third fiscal quarter, you will not be eligible to participate in the AIP for that fiscal year. You will be eligible to participate in the AIP for the following fiscal year. You must be an active Company employee at the time of the bonus payout to be eligible for payment. It is clarified that the Company retains the right to modify, amend or terminate its plans and policies, including the AIP, from time to time, at its sole discretion. Any such modification or amendment will be communicated to you. It is also clarified that any payment of bonus or other compensation in one financial year, under any of the Company’s plans and/or policies does not create a right to claim such compensation or bonus from the Company in the future.

**Equity Awards**

You will be recommended to the Executive Compensation Committee (“ECC”) for the below-described grants. For the purposes of the equity awards described below (collectively, the “Award”), the Award is calculated based on the average closing price of Marvell common stock over the 30 trading days preceding June 8, 2026 which was **$193.22**. The vesting start date shall be the effective date of the Award granted by Marvell's executive compensation committee (or a subcommittee thereof), which is expected to be June 15, 2026.

**Time based RSU Award #1 – 25,877 shares (intended grant value $5,000,000 USD)**

A restricted stock unit award equal to **25,877** common shares of Marvell (“RSU1”). **RSU1 shall vest over a four (4) year period with 1/4th vesting on the first anniversary of the vesting start date and a further 1/16th vesting per quarter thereafter over the next succeeding three (3) years**, provided that you continue to serve as an active employee through each applicable vesting date. The foregoing award is subject to applicable local laws and regulations and will be subject to your return to us of completed, signed award agreement (or acceptance of such award in accordance with the Marvell's policies related to such awards).

**Time based RSU Award #2 – 25,877 shares (intended grant value $5,000,000 USD)**

A restricted stock unit award equal to **25,877** common shares of (“RSU2”). **RSU2 shall vest over a two (2) year period with 50% vesting each on the first and second anniversary of the vesting start date**, provided that you continue to serve as an active employee through each applicable vesting date. The foregoing award is subject to applicable local laws and regulations and will be subject to your return to us of completed, signed award agreement (or acceptance of such award in accordance with the Marvell's policies related to such awards).

**Time based RSU Award #3 – 25,877 shares (intended grant value $5,000,000 USD)**

A restricted stock unit award equal to **25,877** common shares of Marvell “RSU3”). **RSU3 shall vest over a one (1) year period with 1/4th vesting every three (3) months following the vesting start date**, provided that you continue to serve as an active employee through each applicable vesting date. The foregoing award is subject to applicable local laws and regulations and will be subject to your return to us of completed, signed award agreement (or acceptance of such award in accordance with the Marvell's policies related to such awards).

**TSR Performance Stock Unit (PSU) Award – 25,877 shares (intended grant value $5,000,000 USD)**

A TSR performance award of **25,877** common shares of Marvell (the “PSU” Award) (as defined below); such amount being referred to as the target amount for this award. The PSU Award vests on the third anniversary of the date of grant, provided you remain an employee through such vesting date, and the amount that ultimately vests can range from 0% to 250% of target depending on how Marvell’s total shareholder return compares to the performance of the S&P 500 Index and on Marvell’s non-GAAP EPS CAGR percentile rank compared to the non-GAAP EPS CAGR of each company in our peer group. The PSU Award shall be on the same terms and performance measures as PSU awards awarded to other employees on April 15, 2026 (except for the actual vesting date).

You will also be eligible for additional grants of equity and compensation increases as part of the Company’s annual review process. The amount of any future equity grant or compensation increase will be determined by the Company at its sole discretion based on a number of factors including but not limited to company and individual performance.

**Sign-on Bonus**

You are eligible to receive a sign-on bonus in the amount of **$1,000,000 USD**, should you accept the terms of that supplemental offer agreement which will be provided to you. Please note, your employment is not contingent upon acceptance of the supplemental agreement, and you may join Marvell without agreeing to those terms.

**Change of Control (CIC) benefits**

You will be eligible for Tier 2 CIC benefits if your employment is terminated without cause in conjunction with a change in control of Marvell. A separate agreement outlining the terms and conditions of these benefits will be provided to you.

In accordance with the Immigration Reform and Control Act of 1986, it will be necessary for you to submit documents to Human Resources evidencing both your employment authorization and identity within three (3) business days of your date of hire. Acceptable documents include, but are not limited to:
• A valid driver’s license and social security card, or
• A current passport

Please note your offer is contingent upon:

- Successful completion of a routine background investigation
- The Company's receipt from you of a signed Employee Agreement, which contains the Company's Confidential Information and Invention Assignment Provisions, Code of Business Conduct and Ethics and Arbitration Agreement. **These documents will be available as part of pre-onboarding process.**
- Completion of visa, license requirements, and government restricted party screening requirements, if applicable.

Your employment with the Company is at the mutual consent of you, the employee, and the Company, the employer. Your employment with the Company is at-will. Either you or the Company may terminate your employment at any time and for any or no reason. The at-will nature of your employment may only be changed by a written agreement signed by both you and the CHRO.

Marvell is an exciting company whose mission is to develop and deliver semiconductor solutions that process, move, store, and secure the world's data faster and more reliably than anyone else. We look forward to your acceptance as we believe you will be an important addition to our team.

This letter (if accepted) and the Employee Agreement noted above, together with the supplemental offer agreement (should you agree to it), constitute the entire agreement between you and the Company regarding the terms of your employment, and supersede any prior representations or agreements, whether written or oral, concerning the terms of your employment. This letter may not be modified or amended except by a signed written agreement.

To accept this offer, please sign and return this letter on June 8, 2026. Before submitting your response please print a copy of this letter for your records.

Sincerely,

/s/ Janice Hall

Janice Hall

EVP, Chief Human Resources Officer

Accepted By:

/s/ Dan Durn

Date Signed: June 8, 2026

MARVELL

**Supplemental Offer Agreement**

Marvell Semiconductor, Inc.
5488 Marvell Lane
Santa Clara, California 95054 United States of America

Daniel Durn

June 8, 2026

Dear Dan,

Should you accept the terms of this supplemental offer agreement, you will receive a sign-on bonus in the amount of **$1,000,000 USD**, subject to applicable withholding taxes, which will be paid the last payroll date in December 2026. The sign-on bonus is earned over the first twenty-four (24) months of your employment and is paid in consideration of your provision of services over the twenty-four-month period. If, within twenty-four (24) months of your date of hire, you voluntarily terminate your employment with the Company, or if the Company terminates your employment for Cause, you will be required to repay the Company the pro-rated amount of the sign-on bonus not yet earned on a post-tax basis on or before your last day of employment.

For the purposes of the sign-on bonus, Cause is defined as: (a) a felony; (b) a willful refusal to follow or carry out directives of Marvell management; (c) engaging in unfair competition with the Company; (d) violating the terms of your Employee Agreement; (e) committing an act of embezzlement, fraud or theft with respect to the property of the Company; (f) deliberately disregarding the rules of the Company in such a manner as to cause material loss, damage or injury to the Company; or (g) failure to meet the expectations set for your position.

Your offer of employment is not contingent upon acceptance of this supplemental offer agreement, and you may join Marvell without agreeing to accept a sign-on bonus and/or relocation benefits. Nothing in this supplemental offer agreement changes the at-will nature of your employment with the Company.

To accept this supplemental offer agreement, please review, sign and return this agreement on June 8, 2026. Before submitting your response please print a copy of this letter for your records.

Sincerely,

/s/ Janice Hall
Janice Hall
EVP, Chief Human Resources Officer

Accepted By:
/s/ Dan Durn                    Date Signed: June 8, 2026

**Exhibit 31.1**

**CERTIFICATION**

I, Matthew J. Murphy, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Marvell Technology, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

| | | |
|---|---|---|
| Date: August 28, 2026 | By: | /S/ MATTHEW J. MURPHY |
| | | **Matthew J. Murphy**<br>***Chairman and Chief Executive Officer***<br>**(Principal Executive Officer)** |

**Exhibit 31.2**

**CERTIFICATION**

I, Daniel Durn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Marvell Technology, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

| | | |
|---|---|---|
| Date: August 28, 2026 | By: | /S/ DANIEL DURN |
| | | **Daniel Durn**<br>***Chief Financial Officer***<br>**(Principal Financial Officer)** |

**Exhibit 32.1**

**CERTIFICATION**

I, Matthew J. Murphy, the Principal Executive Officer of Marvell Technology, Inc. (the "Registrant"), certify for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Registrant on Form 10-Q for the fiscal quarter ended August 1, 2026 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: August 28, 2026

By: /S/ MATTHEW J. MURPHY

**Matthew J. Murphy**
***Chairman and Chief Executive Officer***
**(Principal Executive Officer)**

**Exhibit 32.2**

**CERTIFICATION**

I, Daniel Durn, the Principal Financial Officer of Marvell Technology, Inc. (the “Registrant”), certify for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Registrant on Form 10-Q for the fiscal quarter ended August 1, 2026 (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: August 28, 2026

By: /S/ DANIEL DURN

**Daniel Durn**
***Chief Financial Officer***
**(Principal Financial Officer)**