ALLEGRO MICROSYSTEMS, LLC END USER SOFTWARE LICENSE AGREEMENT

This End User Software License Agreement ("Agreement") is made between **Allegro MicroSystems**, **LLC** ("Allegro") and the user of Allegro Software ("Licensee") (each a "Party" and collectively, the "Parties").

1. DEFINITIONS

- a. "Algorithm" means the set of computer based instructions for "Embedded Systems" that, when executed on the Application, causes the Software to function as intended. Algorithms may be part of the Library Files or may be supplied by Licensee.
- b. "Application" means the user level software developed using the Software Deliverables i.e. Bootloaders, Libraries, Code Examples, Graphical User Interfaces
- c. "Library Files" means the set of computer files that may be in source code or object code form that Allegro includes as part of the Software..
- d. "Software" means the Application, Software Deliverables, Library Files and all related documentation.

2. LICENSE

- a. Exclusively in conjunction with Licensee's development and sale of products containing the Application, Allegro grants Licensee a limited, non-exclusive, non-transferable, revocable, and royalty-free license under the copyright rights of Allegro or its licensor to (i) use the Software Deliverables to develop the Application, (ii) use the Application in conjunction with the Library Files, solely in a non-production environment for the exclusive purpose of evaluating the Application.
- b. Licensee recognizes that the Software (i) has not been released by Allegro for general distribution or sale, and that Allegro has not completed its testing and quality assurances, and (ii) is not qualified and has not been certified to meet any industry standards. Licensee shall not use the Software provided hereunder in any production environment. Licensee will not disclose or provide the Software or Application to any third party, and will defend, indemnify and hold Allegro harmless from all damages, costs, liabilities and expenses related to any third party claims arising from Licensee's breach of this Agreement. Further, Licensee will not redistribute the Software or Application to any party, including individuals within Licensee's organization.
- c. In no event will Licensee use the Software in conjunction with any devices (including competitor devices) other than the Allegro device identified in the Allegro documentation accompanying the Software or notified to Licensee by Allegro in writing.
- d. Licensee acknowledges that the Software and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Licensee will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with Allegro in any

official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to Crimea, Iran, North Korea, Sudan, Syria or any country that is embargoed by Executive order, unless Licensee has obtained the prior written authorization of Allegro and the U.S. Commerce Department.

3. EVALUATION AND REPORTING

- a. Licensee agrees to report to Allegro any flaws, malfunctions, deficiencies, errors, bugs or other problems with the Software or the Application. Such reports may be made by emailing softwaresupport@allegromicro.com.
- b. Licensee understands that prompt and accurate reports are of great value to Allegro, and will use all reasonable efforts to provide such reports in a timely manner. Licensee shall provide Allegro personnel with reasonable access to the Application and Licensee's data and equipment related thereto to the extent reasonably requested by Allegro for the purpose of assisting Licensee with its evaluation and testing activities under this Agreement.
- c. Licensee is responsible for providing all installation, training, integration, equipment, other software, facilities, and data necessary for its use, evaluation and testing contemplated under this Agreement at its own expense ("Licensee's Equipment"). Licensee shall ensure that Licensee's Equipment meets the minimum system requirements for the Software set forth in the accompanying documentation.
- d. In response to Licensee's reports regarding the Application and Library Files, Allegro, at its option, may do one of the following: (i) correct the reported malfunctions and/or deficiencies, (ii) develop a functionally similar alternative, or (iii) take no action.
- e. Licensee agrees that the contents of all oral and written reports to Allegro and any other materials, information, ideas, concepts, and know-how provided by Licensee, including corrections to problems in the Software, Application and documentation (collectively, "Feedback") become the property of Allegro and may be used by Allegro for all business purposes, without any accounting or any payment to Licensee. Licensee hereby assigns all of its right, title and interest in all Feedback provided by the Licensee to Allegro. Under no circumstances will Allegro become liable for any payment to Licensee for any Feedback that Licensee provides, whether concerning the Software, Application or otherwise, no matter how such Feedback is used or exploited by Allegro or anyone else. If requested by Allegro, Licensee agrees to execute and deliver to Allegro any documents and to take reasonable action as Allegro deems necessary, in order to evidence Allegro's

title to and ownership of the Software, Application and the Feedback.

4. CONFIDENTIAL INFORMATION

- a. Licensee acknowledges and agrees that all information regarding the Software, the results of testing and evaluation hereunder, the Feedback provided hereunder, the characteristics and performance of the Software and Application (including all related documentation) and this Agreement (collectively, the "Confidential Information") are all confidential information and contain trade secrets of Allegro. Licensee acknowledges that the Agreement will induce Allegro to make such Confidential Information available to Licensee.
- b. Licensee acknowledges that disclosure of Confidential Information could cause irreparable harm to Allegro and, as an essential term and condition of participating in the evaluation, agrees not to disclose Confidential Information to any person or entity (other than Allegro) without the express prior written consent of Allegro.
- c. Except as expressly permitted by this Agreement, Licensee agrees not to modify, disassemble, decompile or otherwise reverse engineer the Software at any time and Licensee shall prevent customers or any third parties provided with its hardware from the same.
- d. Licensee agrees to take all reasonable steps (including without limitation by instruction or agreement) to ensure that its employees, officers, and agents or independent contractors who are permitted access to the Confidential Information fulfill Licensee's obligations hereunder to guard against and prevent disclosure of Confidential Information in accordance with the terms of this Agreement. Licensee further agrees that Licensee will provide access to the Confidential Information only to its employees, officers, agents and independent contractors who have a need-to-know such Confidential Information in order for the Licensee to perform its obligations under this Agreement, and who are bound to obligations of confidentiality with respect to the Confidential Information that are no less protective than the terms of this Agreement.

5. OWNERSHIP OF THE PRODUCT

Licensee acknowledges that title to the Software, Application and all related documentation, and all applicable rights in patents, copyrights, trademarks, trade secrets and any other intellectual property rights in the Software, Application and related documentation shall remain in Allegro. Licensee acquires no ownership of the Software, Application or Confidential Information from this Agreement and no right to use the Software or such Confidential Information beyond the term of this Agreement. Licensee acquires no right to copy the Software, Application or Confidential Information, prepare derivative works or participate in development, manufacturing, marketing, and maintenance of the Software, Application or Confidential Information, except as expressly authorized under this Agreement.

6. RISKS FROM THE PRODUCT

a. Licensee understands that the Software may have errors and may produce unexpected results. Licensee agrees that any use of the Software or Application will be

entirely at Licensee's own risk. Licensee agrees to backup data and take other appropriate measures to protect programs and data. Licensee agrees not to allow any third party to use the Software or Application on Licensee's hardware or otherwise. Licensees shall indemnify and hold Allegro harmless from any damages or claims arising from the use or misuse by Licensee, its customers, or any third party.

b. THE SOFTWARE AND ANY SUPPORT FROM ALLEGRO IS PROVIDED "AS IS" WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. ALLEGRO MAKES NO WARRANTY, EXPRESS OR IMPLIED SPECIFICALLY DISCLAIMS ANY IM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY INTERFERENCE WITH AGAINST ENJOYMENT OF THE SOFTWARE OR APPLICATION OR AGAINST INFRINGEMENT. IN NO EVENT WILL ALLEGRO BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY ACTUAL DAMAGES, LOST PROFITS, LOST SAVINGS OR ANY INDIRECT, **INCIDENTAL** SPECIAL, CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE, OR WORK DELAYS OR ANY OTHER CAUSE, EVEN IF ALLEGRO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY LICENSEE OR FOR ANY THIRD PARTY CLAIM.

7. TERM AND TERMINATION

- a. This Agreement, and the license hereunder, will expire on the earliest of (i) one (1) year from the date of this Agreement, (ii) thirty (30) days after a Party's notice of termination to the other Party, or (iii) Allegro's release of an updated version of the Software.
- b. Upon expiration or termination of this Agreement for any reason, Licensee shall return to Allegro (or at Allegro's election, destroy) all copies of the Software, Application and all Confidential Information and, if requested by Allegro, shall so certify in writing. Notwithstanding the expiration or termination of this Agreement, Sections 2(b), 3(e), 4, 5, 6, 7(b) and 8 hereof will survive expiration or any termination.

8. GENERAL PROVISIONS

- a. Licensee agrees to use this Software or Confidential Information in the purchase of the Allegro device identified in the Allegro documentation accompanying the Software or notified to Licensee by Allegro in writing. Allegro has any obligation to purchase anything under this Agreement. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Allegro may enter into the same or similar agreements with others. Licensee may not assign any of its rights or delegate any of its obligations under this Agreement and any attempted assignment or delegation shall be null and void. No modification to this Agreement shall be effective unless expressly agreed by the Parties in writing.
- b. This Agreement, including any attached hereto, constitutes the entire understanding between parties

with respect to the subject matter expressed herein and may not be modified except in writing signed by both parties.

c. This Agreement shall be interpreted in accordance with the laws of the State of Delaware without regard to

its provisions concerning the applicability of the laws of other jurisdictions. Any action brought by a Party in respect of this Agreement shall be brought solely in the State of Delaware.

THIS AGREEMENT SPECIFIES THE RIGHTS AND OBLIGATIONS OF LICENSEE. BY USING ALLEGRO SOFTWARE YOU AGREE TO ENTER INTO A BINDING AND VALID AGREEMENT.