

EVALUATION LICENSE AGREEMENT
20230726-EVAL-ADIS-MCBZ-CTELA

This Evaluation License Agreement (the "Agreement") is a legal agreement between Analog Devices, Inc., a Massachusetts corporation, with its principal office at One Analog Way, Wilmington, MA 01887, U.S.A. ("Analog Devices") and you (personally or on behalf of your employer, as applicable) ("Licensee") for the software and related documentation that accompanies this Agreement (the "Licensed Software"). YOU AGREE THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE. YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF OR YOUR EMPLOYER, AS APPLICABLE, TO THE TERMS OF THIS AGREEMENT.

The Licensed Software consists of (a) embedded software (including firmware) designed to operate in an Analog Devices processor / product ("Embedded Software") and/or (b) application software designed to run on personal computers ("PC Software").

1. License. Subject to the terms and conditions of this Agreement, Analog Devices grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to:

(a) internally use and copy the Embedded Software (and modify the Embedded Software if it is provided in source code form) for the sole purpose of evaluating the use of Embedded Software with Analog Devices' processors / products; and

(b) internally use and copy the PC Software for the sole purpose of evaluating use of the PC Software with Analog Devices' processors / products. Such evaluation may include configuring, monitoring and controlling Analog Devices processors / products solely in order to evaluate use of the PC Software with Analog Devices' processors / products.

2. Restrictions and Conditions. The license granted in Section 1 is conditioned on full compliance with this Section 2 and the other obligations under this Agreement.

(a) Licensee shall not modify, reverse engineer, decompile, disassemble or create derivative works of the Licensed Software except and only to the extent that such activity is expressly permitted (i) pursuant to Section 1 above or (ii) by applicable law notwithstanding this limitation.

(b) In no event shall Licensee (i) sublicense, rent, lease, permit time-sharing or otherwise make available, transfer, deliver, disclose, or distribute the Licensed Software to any third party or (ii) use the Licensed Software for any commercial purpose, including, without limitation, the manufacture of products intended for commercial sale or the development of any other software, application, product or service for commercial release.

(c) The Licensed Software may not be used with any processors / products other than Analog Devices' processors / products or for any other purpose.

(d) Licensee shall not engage in any activities with respect to the Licensed Software that would cause the Licensed Software, in whole or in part to become subject to any terms of an Excluded License; except that, if the Licensed Software or any component thereof is, as licensed by Analog Devices and identified as such in Appendix A, subject to the terms of an Excluded License, then Licensee's use of the Licensed Software (or relevant component(s), as applicable) in accordance with the terms of this Agreement and such Excluded License shall not be considered a breach of the foregoing. Neither shall it be considered a breach of the foregoing for Licensee to exercise their rights as defined under Section 1 on systems where integral parts of the operating systems are licensed under the GNU Lesser General Public License. An "Excluded License" means any license, including licenses for "open source" code (such as defined by the Free Software Foundation), that requires as a condition of use, modification, and/or distribution of the software subject to such Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Examples of Excluded Licenses include, without limitation, the GNU General Public License, the GNU Lesser

General Public License (except where such license is used for integral parts of the operating system where Licensee Products operate in accordance with Section 1), the Creative Commons Share-alike Licenses and the Microsoft Reciprocal License. The restrictions of this section apply regardless of whether the Licensed Software is intended or designed to run in an environment that includes software under an Excluded License. Any license, agreement or other document issued, entered into or granted by Licensee that purports to apply any Excluded License to any portion of the Licensed Software that was not, as licensed under this Agreement by Analog Devices, not already subject to such Excluded License shall be null and void with regard to the Licensed Software.

(e) If Analog Devices elects to make any update, upgrade or new version of the Licensed Software ("Updates") available to Licensee, such Updates shall be deemed to be the Licensed Software under this Agreement. If requested by Analog Devices, Licensee shall only use the latest version of the Licensed Software (including Updates). Analog Devices shall have no obligation to provide support or Updates of any kind.

(f) In no event shall Licensee remove any copyright or other intellectual property notice or other legend contained on or in copies of the Licensed Software or displayed by the Licensed Software.

(g) To the extent there are any specifications and/or user manuals for the Licensed Software, as an additional restriction under this Agreement (and in no way expanding any rights under this Agreement), the Licensed Software may not be used in any manner that is inconsistent with such specifications and/or user manuals. For the avoidance of doubt, Licensee may not distribute the Licensed Software under any circumstances.

3. Ownership. Licensee acknowledges and agrees that Analog Devices and its licensors and suppliers (as applicable) retain all right, title and interest in the Licensed Software and derivative works thereof, including all related patent, copyright and other intellectual property rights in any of the foregoing, and that Licensee's rights to the Licensed Software are limited to those expressly provided for in Section 1 above (subject to the conditions and restrictions in this Section 3). Licensee shall not take any action inconsistent with such title and ownership. Any use of the Licensed Software for any purpose other than as expressly licensed hereunder is outside the scope of this Agreement. All rights not expressly granted in this Agreement are reserved to Analog Devices. It is agreed that because of the proprietary nature of the Licensed Software, Analog Devices' remedies at law for a breach by the Licensee of its obligations under this Agreement or for use of the Licensed Software beyond the scope of the license granted herein will be inadequate and that Analog Devices will, in the event of such breach, be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law.

4. Publicity. Notwithstanding anything in this Agreement, Licensee may not use any trademark or trade name of Analog Devices or make any public announcement regarding the existence of this Agreement without Analog Devices' prior written consent. Licensee may not publish or provide the results of any benchmark or comparison tests run on the Licensed Software to any third party without the prior written consent of Analog Devices.

5. Feedback. Licensee may from time to time provide modifications, enhancements, improvements, code, suggestions, ideas, comments or other feedback ("Feedback") to Analog Devices related to the Licensed Software. Licensee agrees that all Feedback is and shall be given entirely voluntarily. To the extent Licensee provides such Feedback, Licensee (on behalf of itself and its affiliates) hereby grants to Analog Devices and its affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, under Licensee's (and its affiliates') intellectual property, to use and disclose Feedback in any manner Analog Devices or its affiliates choose, including, without limitation, displaying, performing, copying, making, having made, using, selling and otherwise disposing of Analog Devices' and its affiliates and their respective licensees' software, applications, products or services embodying such Feedback in any manner and via any media, without reference to its source or other obligation to Licensee and even if the Feedback is designated as confidential.

6. Confidentiality.

(a) The Licensed Software and any accompanying documentation, and any other information which a reasonable person would understand is of a confidential or proprietary nature, shall be deemed to be "Confidential Information" of Analog Devices whether or not it is identified in writing as "Confidential." Any other materials or information identified by Analog Devices as "Confidential" or with any similar notice shall also be treated as Confidential Information of Analog Devices under this Agreement. Analog Devices Confidential Information shall include, without limitation, software and information of Analog Devices' affiliates, suppliers and licensors.

(b) Licensee shall protect the confidentiality of Analog Devices Confidential Information. Without limitation, Licensee agrees: (i) not to disclose or otherwise permit any other person or entity access to, in any manner, Confidential Information, or any part thereof in any form whatsoever; except that such disclosure or access shall be permitted to an employee of Licensee (x) requiring access to Confidential Information in the course of his or her employment in connection with this Agreement, (y) who is subject to written confidentiality obligations at least as protective with respect to Confidential Information as the terms and conditions in this Agreement and (z) who complies with all other applicable provisions of this Agreement; (ii) to notify Analog Devices promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of Confidential Information other than those authorized by this Agreement; and (iii) not to use Confidential Information for any purpose other than as explicitly set forth herein.

(c) Nothing in this Section 6 shall restrict Licensee with respect to information if such information: (i) was rightfully possessed by Licensee before it was received from Analog Devices; (ii) is independently developed by Licensee without reference to Confidential Information; (iii) is subsequently furnished to Licensee by a third party not under any obligation of confidentiality with respect to such information, and without restrictions on use or disclosure; or (iv) is or becomes public or available to the general public otherwise than through any act or default of Licensee.

(d) Because the unauthorized use, transfer or dissemination of any Confidential Information may diminish substantially the value of such materials and may irreparably harm Analog Devices, if Licensee breaches the provisions of this Section 6, Analog Devices shall, without limiting its other rights or remedies, be entitled to equitable relief, including but not limited to injunctive relief.

7. Third Party Software. The Licensed Software may be accompanied by or include software made available by one or more third parties ("Third Party Software"). Each portion of Third Party Software is subject to its own separate software license terms and conditions ("Third Party Licenses"). The Third Party Licenses for Third Party Software delivered with the Licensed Software may be set forth or identified (by URL or otherwise) in (i) Appendix A to this Agreement (if any), (ii) the applicable software header or footer text, (iii) a text file located in the directory of the applicable Third Party Software component, (iv) software documentation, (v) in connection with any Update of the Licensed Software or its documentation, and/or (vi) such other location customarily used for licensing terms. The use of each portion of Third Party Software is subject to the Third Party Licenses, and Licensee agrees that Licensee's use of any Third Party Software is bound by the applicable Third Party License. Licensee agrees to review and comply with all applicable Third Party Licenses prior to any use or distribution of any Third Party Software. Third Party Software is provided on an "as is" basis without any representation, warranty or liability of any kind. Analog Devices (including its licensors and suppliers) shall have no liability or responsibility for the operation or performance of the Third Party Software and shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Third Party Software. Analog Devices (including its licensors and suppliers) shall be entitled to the benefit of any and all limitations of liability and disclaimers of warranties contained in the Third Party Licenses.

With respect to any Third Party Software subject to the GNU General Public License Version 2 ("GPL2") distributed by Analog Devices in object code or executable form and not distributed in source code form (to the extent such distribution is required by GPL2) in connection with this Agreement, Analog Devices hereby offers, for a period of three years from the date of Licensee's receipt of the applicable Third Party Software, to give any third party, for a charge no more than the cost of physically performing source distribution, a complete machine-readable copy of the

corresponding source code, to be distributed on a medium customarily used for software interchange.

In the event that Third Party Software has only been provided to Licensee in object code form under this Agreement, and the Third Party License requires distribution of the corresponding source code, Licensee may contact software.licensing@analog.com regarding receiving a copy of such source code.

8. Required Consents; Indemnification. Licensee acknowledges that use of the Licensed Software may require Licensee to obtain licenses to intellectual property or other consents from one or more third parties. Licensee is responsible for obtaining any and all such required licenses or consents regarding the Licensed Software and for the performance of any and all required tests or analysis necessary or appropriate for the determination of the suitability of the Licensed Software for its purposes. Without limitation, Licensee is responsible for obtaining, maintaining and complying with third party licenses in connection with any Industry Standard hereafter defined below (including related intellectual property rights) applicable to the Licensed Software. "Industry Standard" means any standard, protocol or specification that is promulgated by any standards development organization, consortium, trade association, special interest group, or like group or entity, for the purpose of widespread adoption. By way of non-limiting examples, industry standards and specifications may include without limitation technical specifications promulgated by organizations such as the International Telecommunications Union (ITU), International Standards Organization (ISO), International Electrotechnical Commission (IEC), 3'd Generation Partnership Project (3GPP), Moving Picture Experts Group (MPEG), World Wide Web Consortium (W3C), Internet Engineering Task Force (IETF), OpenFabrics Alliance, Open Mobile Alliance, UPnP Forum, USB Implementers Forum, Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), AUTomotive Open System Architecture (AUTOSAR), High-bandwidth Digital Content Protection (HDCP), High-Definition Multimedia Interface (HDMI), Digital Transmission Content Protection (DTCP), Digital Transmission Licensing Administrator (DTLA), and Ethernet POWERLINK Standardization Group (EPSG). Licensee shall defend, indemnify and hold Analog Devices, its affiliates, licensors and suppliers, and their respective officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) in the event that any claim is brought against an Indemnified Party arising or alleged to arise directly or indirectly from (i) Licensee's possession, use, distribution or other exploitation of the Licensed Software or Third Party Software, or (ii) Licensee's failure to obtain any required license or consent with respect to the Licensed Software or Third Party Software.

9. Term and Termination.

(a) The term of this Agreement is for a period of six (6) months commencing on the date the Licensed Software is first received by Licensee from Analog Devices or its authorized distributor ("Term"). This Agreement is effective until the expiration of the Term or until terminated in accordance with this Section. Either party may terminate this Agreement at any time by giving written notice to the other party. This Agreement shall immediately automatically terminate in the event of any failure by Licensee to comply with any term or condition of the Agreement. In the event of termination or expiration (i) all licenses granted to Licensee immediately expire and (ii) Licensee must immediately cease using the Licensed Software and permanently delete all copies of the Licensed Software and all of its component parts, including any backup or archival copies. The provisions of Sections 2 through 19 shall survive any termination or expiration of this Agreement according to their terms.

(b) THE LICENSED SOFTWARE MAY BE TIME-SENSITIVE AND MAY NOT FUNCTION UPON EXPIRATION OF TERM. NOTICE OF EXPIRATION WILL NOT BE GIVEN, SO LICENSEE NEEDS TO PLAN FOR THE EXPIRATION DATE. In order to protect against unauthorized use of the Licensed Software in commercial applications, Analog Devices may have integrated copy

protection into the evaluation software. Typical protection may include a time-out or periodic beep on audio software or a watermark on imaging software.

10. DISCLAIMER OF WARRANTIES.

THE LICENSED SOFTWARE, THIRD PARTY SOFTWARE AND ANY SUPPORT ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND ANALOG DEVICES, FOR ITSELF AND ITS AFFILIATES, HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE AND THIRD PARTY SOFTWARE AND ANY SUPPORT, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR ANY PARTICULAR PURPOSE; QUALITY AND ACCURACY OF INFORMATIONAL CONTENT; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. LICENSEE AGREES THAT ANY EFFORTS BY ANALOG DEVICES OR ITS AFFILIATES TO MODIFY OR UPDATE THE LICENSED SOFTWARE OR THIRD PARTY SOFTWARE OR PROVIDE SUPPORT SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY ANALOG DEVICES WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANALOG DEVICES (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THE LICENSED SOFTWARE, THIRD PARTY SOFTWARE, THEIR USE OR ANY RELATED INFORMATION AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR ANALOGOUS DAMAGES (INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, REVENUE, PROFITS, OR SAVINGS, COMPUTER DAMAGE, INTERRUPTION OF BUSINESS, OR ANY OTHER CAUSE), UNDER ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT OR PRODUCT LIABILITY), EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL ANALOG DEVICES' CUMULATIVE LIABILITY FOR DAMAGES TO LICENSEE FOR ANY AND ALL CAUSES WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIMS OR ACTIONS, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00 U.S.). ANALOG DEVICES' AFFILIATES, LICENSORS AND SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT OR IN CONNECTION WITH THE LICENSED SOFTWARE OR ITS USE.

(c) Some jurisdictions do not permit the exclusion or limitation of liability for consequential, incidental or other damages, and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Analog Devices' liability is limited to the greatest extent permitted by law.

12. Choice of Law. This Agreement and any dispute related to the Licensed Software shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without reference to its principles of conflicts of laws, and, as to matters affecting copyrights, trademarks and patents, in addition, by applicable United States federal law. The parties agree that the jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent subject matter jurisdiction located in Boston, Massachusetts, and each of the parties hereby agrees to submit itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action, except that Analog Devices may seek equitable (including injunctive) relief and enforce judgements in any venue of its choosing. Licensee hereby submits to personal jurisdiction in such courts. The parties hereto specifically exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English.

13. U.S. Government Restricted Rights. If the Licensed Software or documentation provided by Analog Devices or its suppliers is procured by or on behalf of the United States Government, the Government agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that absent a written agreement to the contrary, the Government's rights with respect to such Licensed Software or documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

14. Export. Licensee shall only use the Licensed Software in compliance with all applicable laws and regulations, including without limitation export control laws. Licensee agrees that Licensee will not directly or indirectly export the Licensed Software to another country except in full compliance with all applicable United States Federal Laws and Regulations and other laws and regulations relating to exports and imports. Licensee will not export/re-export, directly or indirectly, any software, information or technical data acquired under this Agreement or the "direct product" thereof to any country for which the United States Government or any agency thereof, at the time of export, requires an export license or other governmental approval, without first obtaining such license or approval. The term "direct product" as used herein means the immediate product (including processes and services) produced directly by the use of the technical data or information. In addition to the above, the Licensed Software and/or any "direct product" thereof, may not be used by, or exported, transferred or re-exported to (i) any U.S. or U.N. or EU-sanctioned or embargoed country, or to nationals or residents of such countries; (ii) any person, entity, organization, or other party identified on the U.S. Department of Treasury's lists of "Specially Designated Nationals and Blocked Persons" (iii) any associations, individuals, companies, entities, organizations found in the U.S. Department of Commerce's Table of Denial Orders or Entity List, as published and revised from time to time (collectively known as the "Denied Parties List" or "Prohibited Parties List"); and/or (iv) any unauthorized or prohibited end-user engaged in any prohibited activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missile or the support of missile projects, and chemical or biological weapons. Licensee understands that the foregoing obligations are legal requirements and agree that they shall survive any expiration or termination of this Agreement.

15. Compliance with Laws; Taxes. Licensee shall comply with all laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the Licensed Software, and the performance by Licensee of its obligations hereunder, existing in any applicable jurisdiction. In the event that this Agreement is required to be registered with any governmental authority, Licensee shall notify Analog Devices in writing and cause such registration to be made and shall bear any expense or tax payable in respect thereof. Licensee shall bear any and all expenses and pay any and all taxes that may be payable in relation to this Agreement.

16. Assignment. This Agreement is personal to Licensee and Licensee may not transfer, sublicense, lease, rent, or assign its rights under this Agreement, and any such attempt shall be null and void. Analog Devices may assign, transfer, or sublicense this Agreement or any rights or obligations hereunder at any time in its sole discretion.

17. Waiver; Modification; Severability. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. If any provision of this Agreement is unenforceable, such provision shall be enforced to the extent possible under applicable law, and the remaining provisions will remain in effect.

18. Audit. Analog Devices shall have the right upon ten (10) days prior written notice to audit Licensee's compliance with the terms of this Agreement during normal business hours. In connection with such audit, Analog Devices shall have access to all reasonably requested

documents, equipment, information and personnel. If requested by Analog Devices, within ten business days of such request, Licensee shall either (i) certify in writing that Licensee is fully compliant with this Agreement or (ii) deliver a notice in writing stating all of the reasons why Licensee is not fully compliant.

19. **Entire Agreement.** This Agreement constitutes the entire, final, and complete agreement between the parties hereto relevant to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. Any term or condition incorporated in Licensee's purchase order(s) or any other document provided by Licensee to Analog Devices which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein shall be of no effect, shall not apply to the licensing of the Licensed Software, and shall not become a part of a contract between the parties or be binding upon Analog Devices. Analog Devices' failure to object to terms contained in any communication from Licensee shall not be an acceptance of such terms or a waiver of the terms set forth in this Agreement. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law. For the avoidance of doubt, all the Licensed Software under this Agreement is subject to the terms and conditions of this Agreement and not any agreement or terms for purchase of Analog Devices products, even if the Licensed Software is delivered with such products.

Appendix A – Third Party Licenses

This product uses open source and third-party software, the licenses and notices of which can be found at the following location:

<https://download.analog.com/EVAL-ADIS-MCBZ/versions.html>