

TECHNOLOGY ASSISTANCE AND LICENSE AGREEMENT

By requesting and using Design Support or using any Technical Information or Licensed Software, You are agreeing to be bound by the terms and conditions of this Technology Assistance and License Agreement (the “Agreement”). Do not request and receive Design Support or use any Technical Information or the Licensed Software until You have read and agreed to the following terms and conditions. The receipt of Design Support or the use of Technical Information or the Licensed Software implies automatically the acceptance of the following terms and conditions.

DEFINITIONS

“Licensed Software” means certain Semtech software code (including programs and code snippets) for Semtech LoRa technologies and related documentation licensed and delivered to You [**in the form of object and/or source code**] as the case maybe.

“Product” means Your and Your’s end-users’ product or system, and all the related documentation, that incorporates an executable version of the Licensed Software [**and provided further that such Licensed Software or derivative works of the Licensed Software execute solely and exclusively on [microcontroller devices or processors] manufactured by or for Semtech**].

“Semtech” means Semtech (International) AG, a corporation organized and existing under the laws of Switzerland with its registered office at Neue Jonastrasse 60A Rapperswil-Jona 8640 Switzerland.

“Semtech LoRa Technologies” means LoRa technologies that are owned by Semtech or any of its affiliates and made available (or may be made available) for use in computer software and electronic components, sensors and devices, including semiconductor devices.

“Technical Information” means certain information or data in written or electronic form disclosing aspects of Semtech LoRa Technologies, including technical specifications, schematics, application notes and diagrams.

TECHNICAL ASSISTANCE

Semtech may offer limited technical assistance to assist You in using Technical Information in the design, development and manufacture of your Products and/or integrating Licensed Software for use in your Products (“Design Support”). Design Support may comprise technical assistance from Semtech to be provided via email, telephone, online or on-site meetings at Semtech’s facility. This limited technical assistance is provided by Semtech to You on a “no charge” basis, provided such technical assistance does not exceed more than [**eight**] hours for any [**three-consecutive month**] interval. Semtech may, within its discretion, determine the scope, nature, timing and delivery of technical assistance to provide to You under this Agreement.

LICENSES

Technical Information

Semtech grants You a non-exclusive, worldwide, non-transferable (whether by assignment or otherwise unless expressly authorized by Semtech), non sub-licensable, revocable, royalty-free limited license of the Technical Information for the sole purpose of designing, developing and manufacturing Products.

Licensed Software

Semtech grants You a non-exclusive, worldwide, non-transferable (whether by assignment or otherwise unless expressly authorized by Semtech), non sub-licensable, revocable, royalty-free limited license of the Licensed Software **[in object code format / source code format]** to:

- (i) make copies and prepare derivative works of the Licensed Software for the sole purpose of designing, developing and manufacturing Products;
- (ii) make copies and prepare derivative works of the documentation for the Licensed Software, for the sole purpose of providing documentation for the Products and their usage; and
- (iii) make, have made, use, sell, offer to sell, import and export or otherwise distribute Products through multiple tiers.

OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The Technical Information and Licensed Software and all worldwide intellectual property rights therein are the exclusive property of Semtech and its affiliates. Title to the Technical Information and Licensed Software and all copies thereof remain with Semtech and/or its licensors. You may not remove copyrights notices from the Technical Information or the Licensed Software and or any copies of the Technical Information or the Licensed Software. You agree to prevent any unauthorized copying of the Technical Information and the Licensed Software and related documentation.

RESTRICTIONS

Unless otherwise explicitly stated in this Agreement, You may not sell, assign, sublicense, lease, rent or otherwise distribute the Technical Information or the Licensed Software for commercial purposes, in whole or in part.

You acknowledge and agree that any use, adaptation, translation or transcription of the Licensed Software or any portion or derivative thereof, for use with **[microcontroller devices or processors]** manufactured by or for an entity other than Semtech is a material breach of this Agreement and requires a separate license from Semtech.

You may not modify, create derivative works of, reverse engineer, reverse compile, disassemble the Licensed Software, or otherwise seek to ascertain the source code, except and only to the extent as expressly permitted under this Agreement.

[No source code relating to and/or based upon Licensed Software is to be made available or licensed by You unless expressly permitted under the Section “License”.]

CONFIDENTIALITY

Each Party (“Receiving Party”) for the purposes of this Section shall not disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of this Agreement any technical, financial or commercial information (“Confidential Information”) received from the other Party (“Disclosing Party”) in whatever form under or in connection with this Agreement without the prior written permission of the Disclosing Party. The following information shall be considered Confidential Information of Semtech whether or not marked or identified as such: (i) information regarding Semtech pricing, product roadmaps, product designs, and strategic marketing plans; (ii) the non-public materials of the Technical Information or the Licensed Software; and (iii) the terms and conditions of this Agreement. The Receiving Party will take measures to maintain the confidentiality of the Confidential Information equivalent to those measures it uses to maintain the confidentiality of its own confidential information of like importance, but in no event less than reasonable measures. The Receiving Party will give immediate notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information that comes to the Receiving Party's attention and agree to assist the Disclosing Party in remedying such unauthorized use or disclosure. The Receiving Party's obligations under this Section with respect to any Confidential information will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Confidential Information.

In addition, the Receiving Party will be allowed to disclose the Confidential Information to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the receiving Party to enforce its rights under this Agreement; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

NO WARRANTY

The Design Support, Technical Information and the Licensed Software are provided “as is” and “with all faults” without warranty of any kind expressed or implied. Semtech and its licensors

expressly disclaim all warranties, expressed, implied or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights. Semtech does not warrant that the use in whole or in part of the Design Support, Technical Information or Licensed Software will be error free, will meet your requirements, or will operate with the combination of hardware and software selected by You.

You are responsible for determining whether the Design Support, Technical Information and Licensed Software will be suitable for your intended use or application or will achieve your intended results. Semtech will not be liable to You and/or to any third party for the derivative works of the Licensed Software developed by You. Semtech has not authorized anyone to make any representation or warranty for the Design Support, Technical Information or Licensed Software, and any technical, applications or design information or advice, quality characterization, reliability data or other services provided by Semtech shall not constitute any representation or warranty by Semtech or alter this disclaimer or warranty, and no additional obligations or liabilities shall arise from Semtech's providing such services, information or services. Semtech does not assume or authorize any other person to assume for it any other liability in connection with its Design Support, Technical Information or Licensed Software.

Nothing contained in this Agreement will be construed as:

(i) a warranty or representation by Semtech to maintain production of any Semtech microcontroller device, processor, device or other hardware or software with which the Technical Information or Licensed Software may be used or to otherwise maintain or support the Technical Information or Licensed Software in any manner; and

(ii) a commitment from Semtech and/or its licensors to bring or prosecute actions or suits against third parties for infringement of any of the rights licensed hereby, or conferring any rights to bring or prosecute actions or suits against third parties for infringement. However, Semtech has the right to terminate this Agreement immediately upon receiving notice of any claim, suit or proceeding that alleges that the Technical Information or Licensed Software or your use or distribution of the Technical Information or Licensed Software infringes any third party intellectual property rights.

All other warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITIES

In no event Semtech or its licensors shall be liable to You or any third party for any indirect, special, consequential, incidental, punitive damages or other damages (including but not limited to, the cost of labor, re-qualification, delay, loss of profits, loss of revenues, loss of data, costs of procurement of substitute goods or services or the like) whether based on contract, tort, or any other legal theory, relating to or in connection with the Design Support, Technical Information or

Licensed Software, the related documentation or this Agreement, even if Semtech has been advised of the possibility of such damages.

In no event shall Semtech's liability to You or any third party under this Agreement, including any claim with respect of any third party intellectual property rights, for any cause of action or claim that exceeds US \$100. This section does not apply to the extent prohibited by law. For the purposes of this section, any liability of Semtech or its licensors shall be treated in the aggregate.

INDEMNIFICATION

You shall defend, indemnify, and hold harmless Semtech and its affiliates and their respective directors, officers, employees, contractors, agents, suppliers, and end users ("Indemnified Parties") against any action, claim, demand, proceeding or suit ("Claim") and any liability, damage, loss, cost, and expenses (including attorney's fees) arising from the Claim ("Damages") threatened or brought against any Indemnified Party in connection with or relating to any of Your Products or any non-compliance by You of any term or condition of this Agreement. The Indemnified Party shall provide You with written notice of any Claim within a reasonable time after the Indemnified Party receives written notice of the Claim. The Indemnified Party's failure to provide timely written notice will not excuse your obligation under this Agreement unless lack of actual notice of the Claim has a substantially adverse effect on your ability to defend the Claim. The Indemnified Party must allow You to have sole control of the defense. You shall not settle any Claim, and no settlement of a Claim will be binding on the Indemnified Party, without its prior written consent, which will not be unreasonably withheld or delayed.

TERMINATION

Semtech may terminate this Agreement license at any time if You are in material breach of any of its terms and conditions and You have failed to cure such breach within 30 (thirty) days upon occurrence of such breach. Upon termination, You will immediately destroy or return all copies of the Technical Information and Licensed Software and related documentation to Semtech. **[After termination, You will be entitled to use the Licensed Software incorporated into Products that include *[microcontroller devices or processors]* manufactured by or for Semtech, purchased by You before the termination date.]**

APPLICABLE LAW AND JURISDICTION

In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Courts of Geneva, Switzerland. The applicable law shall be the law of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

SEVERABILITY

If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement.

WAIVER

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

ASSIGNMENT

You may not assign or transfer any of the rights or obligations under this Agreement to any third party, under operation of law or otherwise, without the prior written consent of Semtech. Such consent will not be unreasonably withheld by Semtech. Any attempted transfer in violation of the foregoing will be null and void. If You undergo any change in control, such change in control shall be deemed an assignment for purposes of this Agreement. This Agreement shall be binding on each Party's assigns and successors. Nothing in this Agreement shall be construed as an express or implied obligation of either Party to enter into any future agreements.

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.