



# Software Evaluation License Agreement

---

THIS AGREEMENT IS A LEGALLY-BINDING AGREEMENT FOR THE EVALUATION USE OF THE SOFTWARE ACCOMPANYING THIS AGREEMENT, BETWEEN **AMBIQ MICRO, INC.** (“LICENSOR”) AND THE ENTITY (“LICENSEE”), INCLUDING EACH SUBSIDIARY OF LICENSEE, AS APPLICABLE, ON WHOSE BEHALF YOU ARE LEGALLY AUTHORIZED TO SIGN OR ELECTRONICALLY ACCEPT THIS AGREEMENT. AS USED HEREIN “YOU,” “YOUR,” or “LICENSEE,” SHALL MEAN THE “LICENSEE” (INCLUDING SUBSIDIARIES OF LICENSEE). LICENSOR IS ONLY WILLING TO LICENSE THE SOFTWARE TO YOU ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS AGREEMENT. BY CLICKING “I AGREE,” BY SIGNING BELOW, OR BY INSTALLING OR OTHERWISE USING OR COPYING THE SOFTWARE, YOU EXPRESSLY AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL, USE OR COPY THE SOFTWARE.

*Last updated: March 2026*

## Definitions.

“**Confidential Information**” means: (i) the Software, Revisions, modifications, and derivatives thereof (including any translation, modification, compilation, abridgement or other form in which the Software has been recast, transformed or adapted) and any trade secrets relating to the Software; (ii) any information designated in writing by either party, by appropriate legend, as confidential; (iii) any information which if first disclosed orally, is identified as confidential at the time of disclosure and is thereafter reduced to writing for confirmation and sent to the other party within thirty (30) days after its oral disclosure and designated, by appropriate legend, as confidential; (iv) the terms and conditions of this Agreement.

“**Contractor**” shall mean only those individuals that are independent contractors of LICENSEE that: (i) need to access the Confidential Information in order to enable LICENSEE to pursue the Purpose, and (ii) are under the direct supervision and control of LICENSEE.

“**Evaluation Period**” shall mean the period of time of until completion of the Purpose or twelve (12) months from the date of delivery of the Software, whichever is shorter.

“**Feedback**” shall mean all suggestions, comments, feedback, ideas, or know-how (whether in oral or written form), relating to the Software, provided by You to LICENSOR during the Term of this Agreement.

“**Intellectual Property**” means any patents, patent rights, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, unregistered design right and any other similar protected rights in any country to the extent recognized by any relevant jurisdiction as intellectual property, trade secrets and know-how.

“**LICENSOR Product**” means either (1) in the case of any Software other than ARM Software, an integrated circuit or electronic circuit or device owned and/or licensed to LICENSOR or (2) in the case of the ARM Software, (a) a LICENSOR Bluetooth system-on-chip product; or (b) a Bluetooth radio and a LICENSOR microcontroller product.

“**LICENSEE Product**” means a product developed by or for You that incorporates the LICENSOR Product.

“**Object Code**” means the computer software code, instructions, and data definitions in a machine-readable form output by an assembler, compiler, pre-processor, or other translator. Object Code includes, but is not limited to, object files, precompiled modules, library modules, and executable programs containing native, emulated, intermediate, pseudo-code, or virtual machine instructions substantially or entirely in binary, tokenized or script form and is intended to be directly or indirectly executed, emulated, interpreted, or processed by a computer.

“**Purpose**” means solely for the purpose of integrating the Software with LICENSEE’s software and internally evaluating the performance thereof solely on a chip that is a LICENSOR Product; provided, however, that the

Software is not used in connection with any other chips or sold, licensed, shipped or distributed to any third party or in any product in any form.

“**Revisions**” means any revisions or modifications, to solely Source Code elements of the Software, made by You pursuant to Section 2.1 of this Agreement.

“**Software**” means the software, modifications, and updates thereto provided to You from LICENSOR, and all Revisions.

“**Source Code**” means the software in human-readable form, which when compiled, assembled, interpreted, pre-processed, post-processed, or translated becomes the Object Code of a software program, the Source Code for another compiler, assembler, interpreted, pre-processor, post processor, or translator, or results in the execution of the commands, statements, expressions, procedures, functions, or instructions to the software program. Source Code also includes all logic diagrams, flow charts, developer comments, source files, header files, hypertext mark-ups, graphics, resource files, and webs pages concerning the relevant software.

**1. Agreement and Addenda.** In consideration for LICENSOR allowing You to access the Software, You are agreeing to be bound by the terms of this Agreement. If You do not agree to all of the terms of this Agreement, do not download or use the Software. This Agreement may include one or more Addenda, which are attached to this Agreement and incorporated herein for all purposes. The terms of any attached Addenda modify and supersede the terms of certain Sections of the main body of this Agreement, but only to the extent specifically set forth in any attached Addenda.

**2.1 License Grant.** During the Evaluation Period, LICENSOR grants to You, the non-exclusive, non-transferable, non-sublicensable right, solely for the Purpose, to:

- (i) copy the Software for use only as allowed in this Agreement; and
- (ii) modify only the Source Code of the Software (if Source Code is provided to You) for the sole purpose of enabling interoperability of the Software with functionality of the LICENSEE Product.

For clarity, no rights to distribute the Software are granted under this Agreement. LICENSOR shall have no obligation to grant any such license to LICENSEE under this Agreement.

**2.2 License Restrictions.** In no event may you distribute a copy of the Software unless bundled with the LICENSOR Product. You may not translate, reverse engineer, decompile, or disassemble the Software in whole or part, except to the extent applicable law specifically prohibits such restriction. You agree not to use or copy the Software for any other purpose other than the Purpose. Additionally, You must reproduce and apply any copyright or other proprietary rights notices included on or embedded in the Software to any copies made thereof, in whole or in part, if any. If You violate any of the terms or restrictions of this Agreement, LICENSOR may immediately terminate this Agreement, and require that You stop using and delete all copies of the Software in Your possession or control.

**3. Open Source.** The Software may incorporate or link to software code licensed under open source licensing terms. You must review and Your use of the open source software must comply with the terms of each applicable license or You cannot use the open source software. The disclaimer of warranty and limitation of liability provisions in this Agreement apply to all portions of the Software. You will not, and will not permit any third party to, use, combine, distribute, or otherwise make available the Software (or any portion or derivative thereof) in any manner that would subject LICENSOR’s proprietary Software to a Copyleft License or other license that, as a condition of use, modification, or distribution, requires: (i) disclosure or distribution of source code of LICENSOR’s proprietary Software; (ii) licensing of LICENSOR’s proprietary Software (or derivatives thereof) for the purpose of making derivative works; or (iii) redistribution of LICENSOR’s proprietary Software at no charge (each, an “Excluded License”). Copyleft Licenses include, without limitation, the GPL, AGPL, and other reciprocal or “share-alike” open source licenses. You may use open source software in conjunction with the Software solely in a manner that does not trigger any such requirements with respect to LICENSOR’s proprietary Software, and You are solely responsible for selecting and implementing integration and distribution methods that avoid subjecting the Software to an Excluded License.

4. **Ownership & Delivery of Revisions.** You agree and acknowledge that LICENSOR and its licensors own all right, title, and interest in the Software and United States copyright laws and international treaty provisions protect the Software. Except as expressly licensed in Clause 2.1, You acquire no right, title or interest in the Software or any Intellectual Property therein. In no event shall the licenses granted in Clause 2.1 be construed as granting You expressly or by implication, estoppel or otherwise, licenses to any software or technology other than the Software. To the extent You create any Revisions or provided Feedback relating to the Software or documentation, all right, title and interest in and to all Revisions and Feedback are licensed to You under this Agreement only. Such Revisions and Feedback shall be owned by LICENSOR and its licensor, as applicable, and You hereby assign all right, title and interest and exclusive ownership rights therein to the applicable party. You agree to execute any documents necessary to perfect such assignment. Upon LICENSOR's written request, you shall disclose and deliver, within a commercially reasonable time not to exceed 15 working days, to LICENSOR any Revisions developed by You or Your subcontractors during the previous calendar quarter.
5. **Support.** Neither LICENSOR nor its licensors are obligated to provide any support, upgrades or new releases of the Software. If You wish, You may contact LICENSOR and report problems and provide suggestions regarding the Software. LICENSOR has no obligation whatsoever to respond in any way to such a problem report or suggestion. LICENSOR may make changes to the Software at any time, without any obligation to notify or provide updated versions of the Software to You.
6. **NO WARRANTY.** You are solely responsible for the design, validation, and testing of LICENSEE Products and determining the level of security protection required. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, OR ANY SYSTEMS YOU DESIGN USING THE SOFTWARE (IF ANY). NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY LICENSOR OR ITS LICENSORS THAT THE SOFTWARE OR ANY DERIVATIVE WORK DEVELOPED WITH OR INCORPORATING THE SOFTWARE WILL BE FREE FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. TO THE EXTENT ANY WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EVALUATION PERIOD.
7. **Indemnity.** You agree to fully defend and indemnify LICENSOR and its employees, subcontractors, licensors and agents from any and all claims, liabilities, and costs (including reasonable attorney's fees) related to: (i) Your use (including Your sublicensee's use, if permitted) of the Software or (ii) Your violation of the terms and conditions of this Agreement.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL LICENSOR AND ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY SOFTWARE LICENSED HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, OR NEGLIGENCE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
  
THE MAXIMUM LIABILITY OF LICENSOR AND ITS LICENSORS SHALL BE LIMITED TO REFUND OF THE FEES PAID BY YOU (IF ANY) FOR THE SOFTWARE OR \$5000 (WHICHEVER IS GREATER).
9. **Confidential Information.** Except as expressly provided by Clauses 9.1, 9.2, and 9.4 each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures that such party applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Confidential Information. The Confidential Information shall remain confidential unless disclosure of such Confidential Information falls into one of the excepted categories in Clause 9.4.

#### 9.1 Permitted Disclosures to Contractors

You shall have the right to disclose the LICENSOR Confidential Information only to Contractors provided that:

- (i) except as expressly provided below, You do not grant to any Contractor any license in respect of the LICENSOR Confidential Information; and
- (ii) You ensure that each Contractor;
  - (a) is subject to contractual obligations of confidentiality in respect of the LICENSOR Confidential Information which are no less restrictive than those stated in this License;
  - (b) is subject to a contractual obligation to use the LICENSOR Confidential Information solely for the purpose of enabling You to exercise the express licenses granted to You herein;
  - (c) is subject to a contractual obligation not to further distribute or disclose either or both the LICENSOR Confidential Information; and
  - (d) is subject to a contractual obligation to destroy, or return to You, any LICENSOR Confidential Information at earlier of (i) Contractor's provision of the applicable services to You, (ii) Contractor ceasing to be a Contractor as defined under this License, or (iii) the termination or expiration of this License.

Any breach of this License by a Contractor shall entitle LICENSOR to terminate this License in accordance with the provisions of Clause 15 as if You were the party in breach. Any termination of this License in accordance with the provisions of Clause 15 shall be effective in respect of You and Contractor. Any rights granted to Contractor hereunder shall automatically terminate upon Contractor ceasing to be a Contractor.

You shall hold LICENSOR harmless from and keep LICENSOR indemnified against all and any loss, liability, costs, damages, expenses (including the fees of lawyers and other professionals), suffered, incurred or sustained as a result of or in relation to any such breach. The foregoing indemnity obligations shall survive any termination or expiration of this License.

## 9.2 Permitted Disclosures

Either party may disclose Confidential Information received from the other party in any the following circumstances:

- (i) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the party required to make the disclosure promptly notifies the other party upon learning of such requirement and has given the other party a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order);
- (ii) disclosure to nominated third parties under written authority from the original discloser of the Confidential Information;
- (iii) disclosure to the receiving party's legal counsel, accountants or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of this Agreement, provided that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this Agreement; or
- (iv) LICENSOR shall be permitted to disclose Your Confidential Information to Subsidiaries of LICENSOR subject to the same terms and conditions of confidentiality as are set out in this Agreement.

**9.3 Restricted Use.** You agree that You shall not use any of LICENSOR's Confidential Information other than pursuant to and in accordance with the exercise of any of the licenses granted under this Agreement. Without limiting the generality of the foregoing, You shall not use LICENSOR's Confidential Information: **(i)** for determining if any features, functions or processes provided by the Software or disclosed by the LICENSOR Confidential Information are covered by any patents or patent applications owned by You or a third party; or **(ii)** for developing technology or products which avoid any of LICENSOR's Intellectual Property licensed hereunder; or **(iii)** as a reference for modifying existing patents or patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications; or **(iv)** for generating data for publication or disclosure to third parties, which compares the performance or

functionality of the Software with any other products created by You or a third party, without obtaining LICENSOR's prior written consent.

**9.4 Excepted Information.** The provisions of this Clause 9 shall not apply to information which:

- (i) is known to and has been reduced to tangible form by the receiving party prior to its receipt provided that such information is not already subject to any obligations of confidentiality; or
- (ii) is in the public domain at the time of receipt or later becomes part of the public domain without breach of the confidentiality obligations in this Agreement; or
- (iii) is received from a third party without any breach of any obligation of confidentiality in respect of such information provided that such information is not subject to any continuing obligations of confidentiality.

**10. Export and End Use Restrictions.** You acknowledge that exports, re-exports, and transfers of the Software (or products incorporating the Software), and/or technical data (together, the "Commodities") may be subject to the U.S. Export Administration Regulations ("EAR")(15 CFR 730 et. Seq.), International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§ 120 et seq., and other applicable U.S. and international export control laws and regulations (together, the "Export Laws"). You agree to comply with the Export Laws whenever You use, export, re-export, or transfer the Commodities.

**11. High Risk Activities.** You acknowledge that the Software is not fault tolerant and is not designed, manufactured or intended by LICENSOR for incorporation into products intended for use or resale in on-line control equipment in hazardous, dangerous to life or potentially life-threatening environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or life-critical medical equipment (including implantable products or FDA/MHRA Class III medical devices), or weapons systems, in which the failure of products could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). You specifically represent and warrant that You will not use the Software or any derivative work of the Software for High Risk Activities. Further, You will indemnify and hold LICENSOR harmless from any claims, liabilities, damages, and associated costs and expenses (including attorneys' fees) that LICENSOR may incur related to Your incorporation of the Software for a High Risk Activity.

**12. Governing Law.** You agree that the statutes and laws of the United States and the State of Texas, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Software. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Software must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**13. Trademarks.** You are not authorized to use any LICENSOR trademarks, brand names, or logos.

**14. Assignment of the Agreement.** This Agreement and any license granted hereunder to the LICENSEE may not be assigned, sub-licensed or otherwise transferred by the LICENSEE to any third party.

**15. Term and Termination.** Unless terminated in accordance with the provisions of this Clause 15, this Agreement and licenses granted hereunder shall continue in force until completion of the Purpose or twelve (12) months, whichever is shorter. LICENSOR may terminate this Agreement by written notice to the LICENSEE in the event of a breach by LICENSEE of any provisions of this Agreement.

Upon the earlier of expiration or termination of this Agreement or completion of the Purpose, the LICENSEE shall cease all use of the Software and LICENSOR Confidential Information, and LICENSEE shall either return or destroy and copies of the Software and LICENSOR Confidential Information in its possession at the date of expiration of termination as applicable.

**16. Entire Agreement.** This Agreement constitutes the entire agreement between You and LICENSOR regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in a signed writing, duly executed by You and LICENSOR.

17. **Severability.** If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive You or LICENSOR of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.
18. **No Waiver.** The waiver by LICENSOR of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

### **ARM Limited Addendum**

The terms of this ARM Limited Addendum apply to any Software provided to You under this Agreement which is owned by ARM Limited or provided to Licensor by ARM Limited (“ARM Software”). To the extent not otherwise specifically modified or superseded by this ARM Addendum, the terms of the main body of the Agreement apply to the ARM Software, which ARM Software is treated as “Software” in the main body of the Agreement.

1. **Governing Law.** This Section 1 of this ARM Limited Addendum modifies the first sentence of Section 12 of the Agreement with respect to the ARM Software only, as follows: “You agree that the statutes and laws of the United States and the State of Texas, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement; provided that that the statutes and laws of the State of California, USA, without regard to conflicts of laws principles, will apply to all matters relating to the ARM Software.”