

## Engineering Samples Terms of Use

---

By purchasing a pre-production prototype part known as an engineering sample (“Sample”) from Allegro MicroSystems or subsequently using a Sample, you agree to all of the terms of this Agreement. If you cannot or will not agree to these terms, return any Samples to Allegro immediately, but in no case after using any Samples.

### **SUPPORT**

Allegro is NOT obligated to provide any support for these Samples. If you wish, you may contact Allegro and report problems and provide suggestions regarding the Sample. Allegro will make reasonable efforts to notify you of any changes to subsequent versions of the Sample, but Allegro may make changes to the Sample part at any time, without any obligation to notify or provide updated versions of the Sample to you.

### **NO WARRANTY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALLEGRO EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SAMPLE. THE SAMPLE 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 SAMPLE, OR ANY SYSTEMS YOU DESIGN USING THE SAMPLE (IF ANY). NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY ALLEGRO THAT THE SAMPLE OR ANY SYSTEM DEVELOPED WITH OR INCORPORATING THE SAMPLE WILL BE FREE FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

### **INDEMNITY**

You agree to fully defend and indemnify Allegro from any and all claims, liabilities, and costs (including reasonable attorney’s fees) related to (1) your use of the Sample or (2) your violation of the terms and conditions of this Agreement.

### **RESALE PROHIBITED**

You must not resell Samples, through brokers, exporters, or otherwise, except as integrated into a product sold by you for evaluation purposes only and that contains substantial value-added circuitry or software. If you breach the terms of this section, in addition to Allegro’s cancellation rights, you agree to fully indemnify Allegro, its officers, employees and distributors, from any and all liability related to such resale, including attorneys’ fees and costs.

### **DISCLAIMER FOR CRITICAL APPLICATIONS**

The Sample is an engineering prototype and not intended for any purpose other than internal engineering evaluations. Sample is not

intended or authorized for use in a product surgically implanted into the body, for a life support product or for other products for which a Sample failure could cause personal injury or death. If you or your customers use or permit the use of Samples for such unintended or unauthorized uses, without limiting the indemnity stated above, you agree to fully indemnify Allegro and its affiliates, and the officers, employees and distributors of each, from all liability related to such use, including attorneys’ fees and costs.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL ALLEGRO BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

### **COMPLIANCE WITH LAWS**

You must use the Sample in accordance with all applicable laws, regulations and statutes. You agree that neither you nor your licensees (if any) intend to or will, directly or indirectly, export or transmit the Sample to any country in violation of export restrictions.

### **ENTIRE AGREEMENT**

This Agreement and any attachments hereto sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and this Agreement may not be amended or modified except by a written instrument signed by Allegro.

### **SEVERABILITY**

If any provision or part(s) thereof in this Agreement is held to be invalid or unenforceable, the remaining provisions or part(s) thereof shall continue in full force and effect to the fullest extent possible under the law.

### **NO WAIVER**

No provision of this Agreement shall be deemed waived unless set forth in a written instrument signed by an authorized officer of the party against whom the waiver, amendment or modification is asserted.

Neither the failure nor any delay by either party in exercising any rights under this Agreement or the documents referred to in this Agreement will operate as a waiver of any right and no single or partial exercise of any right will preclude any other or further exercise of the right.