

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8096003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SERVICES AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANALOG DEVICES LIMITED	01/03/2013
RECEIVING PARTY DATA	
Name:	ANALOG DEVICES INTERNATIONAL
Street Address:	BAY F1 RAHEEN BUSINESS PARK
City:	RAHEEN, LIMERICK
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17326976
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(949)760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ADIRF.018A
NAME OF SUBMITTER:	GREGORY MUNCHINSKY
SIGNATURE:	/Greg Munchinsky/
DATE SIGNED:	08/03/2023
Total Attachments: 7	
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SERVICES AGREEMENT

This AGREEMENT is made as of the third day of January 2013 by and between Analog Devices Limited, a private limited company incorporated in England and Wales, having its registered office at Unit 3 Horizon Business Village, 1 Brooklands Road, Weybridge, Surrey KT13 0TJ, United Kingdom ("AD Ltd") and Analog Devices International, an Irish incorporated company having its principal office and business address at Bay F-1, Raheen Business Park, Raheen, Limerick, Ireland ("ADIntl").

The purpose of this Agreement is to establish terms and conditions pursuant to which AD Ltd shall perform services for ADIntl.

Therefore, in consideration of the representations, warranties, and covenants contained herein, ADIntl and AD Ltd agree as follows:

1. TERM

This Agreement shall become effective on the date first set forth above and shall remain in effect for two (2) years, unless sooner terminated by the parties as provided herein. It shall thereafter be automatically renewed for successive one (1) year terms unless either party provides written notice of termination at least sixty (60) days prior to commencement of a new term, unless sooner terminated by the parties as provided herein.

2. OBLIGATIONS OF AD LTD

AD Ltd shall provide, at the direction of ADIntl, technical services for the design of microelectronic circuits and the development, enhancement, and support of software applications to be designed for custom microelectronics circuits developed or sold by ADIntl. AD Ltd is also responsible to evaluate the prototypes. All of the designs developed by AD Ltd are to be exported to ADIntl. The fabrication, assembly, production, testing and shipment of circuits to customers are performed by ADIntl and/or its affiliates. In addition, ADIntl and/or its affiliates are to perform the integration, final testing and shipment of the software to customers.

AD Ltd shall assign, and does hereby assign to ADIntl all of AD Ltd's rights, title and interest in and to all inventions, improvements, developments, trade secrets, mask works, discoveries, computer software, copyrights, copyrights on computer software, trade names, and trademarks conceived, improved, developed, discovered or written by AD Ltd, alone or in collaboration with others during the term of this Agreement which relate in any manner to the business of ADIntl, whether or not the same shall be conceived, improved, developed, discovered or written by AD Ltd, alone or in collaboration with others, during the term of this Agreement. AD Ltd shall promptly and fully disclose to ADIntl all such matters within the scope of this Agreement, and, upon request of ADIntl, execute, acknowledge, deliver and file any and all documents necessary or useful to vest in ADIntl all of the AD Ltd's rights, title and interest in and to all such matters within the scope of this Agreement. All expenses incurred in connection with the execution, acknowledgment, delivery and filing of any papers or documents within the scope of this Agreement shall be borne by ADIntl. AD Ltd agrees that the development of software of any other copyrightable material, including all improvements, modifications, enhancements and additions thereto for ADIntl shall be deemed to be a "work made for hire" and all rights thereon shall vest in ADIntl as provided herein. To the extent the development of software or any of the copyrightable material is not

a "work made for hire", AD Ltd agrees to and does hereby assign all right, title and interest to ADIntl, ADIntl shall own all original materials (including, but not limited to, artwork, preliminary drawings, models, sculpture, or notes) created or generated by AD Ltd in connection with any projects for ADIntl. AD Ltd may keep such original materials on its premises, but must release them at no cost to ADIntl upon demand by ADIntl. AD Ltd shall give, and hereby grants ADIntl, a perpetual paid up license under AD Ltd's existing patents, trade secrets trademarks, copyrights, mask works and other proprietary rights which are necessary to ADIntl to use the subject matter of any project work performed for ADIntl by AD Ltd:

AD Ltd shall insure and provide for each employee of AD Ltd to execute any and all agreements required under the laws of the United Kingdom or otherwise necessary to provide the benefits of the foregoing paragraph to ADIntl.

3. COMPENSATION

In full compensation of AD Ltd performance of services under the terms of this Agreement, ADIntl shall pay AD Ltd a monthly payment, based upon the rates set forth in Schedule 1. Such payments shall be calculated by AD Ltd and shall be due and payable by ADIntl within thirty (30) days.

AD Ltd shall keep true and accurate records, files and books of account containing all data reasonably required for the full computation and verification of the amounts to be paid and shall permit ADIntl's representatives to inspect or audit the same during reasonable business hours.

ADIntl may withhold payment to AD Ltd on any invoice provided that ADIntl gives written notice to AD Ltd that ADIntl desires to verify, by audit, the charges set forth in such invoice and completes such audit within thirty (30) days of the date of such notice. All such charges shall be considered valid unless within said thirty (30) day period ADIntl's audit indicates that any such charge is not supported by reasonably detailed records, files, receipts or books of account; payment in full of all undisputed charges shall be made within sixty (60) days of the date of notice referenced above.

4. RELATIONSHIP OF THE PARTIES

ADIntl and AD Ltd are each independent contractors. Each party shall be solely responsible for determining its manner of performance of its obligations under this Agreement. Neither party shall be, nor represent itself to be, the franchisor, franchisee, partner, broker, employee, servant, agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner or thing whatsoever, including but not limited to, the right or authority to obligate the other party to accept or deliver any order, or to sell or refuse to sell to any third party. Neither party shall be entitled to share any sales and/or licensing revenues received by the other.

5. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it is authorized to enter into this Agreement and that none of the provisions of this Agreement are in conflict with any other agreement to which it is a party.

6. LIMITATION OF LIABILITY

In no event shall either party be liable for: (1) any damages resulting from the other's failure to perform its responsibilities under this Agreement; or (2) any incidental, indirect, special, or consequential damages whatsoever, including, but not limited to lost profits, even if the other party has been advised, knows, or should have known, of the possibility of such damages.

7. TERMINATION

Each party shall have the right to terminate this Agreement immediately (1) if the other party fails to perform or observe any of its obligations under this Agreement provided such breach, if curable, is not cured within twenty (20) days after written notice thereof; (2) if any representation of the other party shall prove to be false; or (3) if the other party breaches any of its warranties.

8. CONFIDENTIALITY

AD Ltd shall keep in strictest confidence any proprietary information pertinent to ADIntl's business (including trade secrets, processes, formula, know-how and the like), which was disclosed in connection with the execution of this Agreement or subsequently disclosed by ADIntl.

9. NOTICE

All notice, demands, and other communications that shall or may be required to be given under this Agreement shall be made by delivery in person or by registered or certified mail, facsimile transmissions or telex, shall be addressed as follows:

If to ADIntl: Analog Devices International
 Bay F-1 Raheen Business Park
 Limerick, Ireland

If to AD Ltd: Analog Devices Limited
 Unit 3 Horizon Business Village
 1 Brooklands Road
 Weybridge
 Surrey KT13 0TJ
 United Kingdom

Each such notice shall be effective upon initial receipt by the addressee.

10. NO ASSIGNMENT

This Agreement or any right herein may not be assigned or transferred without the prior written consent of the other party. Any attempt to do so shall deem the assignment void ab initio.

11. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the Republic of Ireland.

12. MISCELLANEOUS

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen.

Neither party shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

Failure of either party to insist in any instance upon strict performance by the other party of any provision of this Agreement shall not be construed or deemed to be a permanent waiver of such or any other provision of this Agreement.

If, as a result in a change in any law or regulation, any provision or provisions of this Agreement either frustrates the intended commercial or business objectives of the parties as originally intended by the parties, or is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall modify the Agreement to give effect to the parties intended original commercial and business objectives.

13. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between ADIntl and AD Ltd relating to its subject matter, and supersedes all proposals or prior agreements, oral and written, and all other communications between ADIntl and AD Ltd, relating thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the say and year first written above day.

ANALOG DEVICES LIMITED

ANALOG DEVICES INTERNATIONAL

By: *Karl Kinneth*

By: *Deanna Brennan*

Title: *Director*

Title: *Director*

SCHEDULE 1
SERVICES AGREEMENT

The reimbursement for research and development activities will be taken to be as follows:

Effective for the period January 3, 2013 through November 2, 2013, ADIntl shall pay AD Ltd a monthly base price. This monthly base price is payment for research and development activities provided by AD Ltd and for exported software. The monthly price invoiced by AD Ltd to ADIntl shall be for AD Ltd's total expenses including depreciation reported by AD Ltd in the prior month's financial statement, plus a ten (10) percent mark-up of the total expense.

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