

REFINITIV

DELTA REPORT

10-Q

SMTC - SEMTECH CORP

10-Q - OCTOBER 27, 2024 COMPARED TO 10-Q - JULY 28, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1987
CHANGES	342
DELETIONS	1373
ADDITIONS	272

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended July 28, 2024 October 27, 2024
or

☐ Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from to
Commission File Number 001-06395

SEMTECH CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

95-2119684
(I.R.S. Employer
Identification No.)

200 Flynn Road, Camarillo, California, 93012-8790
(Address of principal executive offices, Zip Code)

Registrant's Registrant's telephone number, including area code: (805) 498-2111

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock par value \$0.01 per share	SMTC	The Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of common stock, \$0.01 par value per share, outstanding at August 23, 2024 November 29, 2024: 75,227,342 75,682,863

SEMTECH CORPORATION
INDEX TO FORM 10-Q
FOR THE QUARTER ENDED JULY 28, OCTOBER 27, 2024

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Unless the context otherwise requires, the use of the terms "Semtech," the "Company," "we," "us" and "our" in this Quarterly Report on Form 10-Q refers to Semtech Corporation and, as applicable, its consolidated subsidiaries. This Quarterly Report on Form 10-Q may contain references to the Company's trademarks and to trademarks belonging to other entities. Solely for convenience, trademarks and trade names referred to in this Quarterly Report on Form 10-Q, including logos, artwork and other visual displays, may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trade names or trademarks to imply a relationship with, or endorsement or sponsorship of us by, any other company.

Special Note Regarding Forward-Looking and Cautionary Statements

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended, based on our current expectations, estimates and projections about our operations, industry, financial condition, performance, results of operations, and liquidity. Forward-looking statements are statements other than historical information or statements of current condition and relate to matters such as future financial performance, future operational performance, the anticipated impact of specific items on future earnings, and our plans, objectives and expectations. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "estimate," "should," "could," "designed to," "projections," or "business outlook," or other similar expressions constitute forward-looking statements. Forward-looking statements involve known and unknown risks and uncertainties that could cause actual results and events to differ materially from those projected. Potential factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: the Company's ability to comply with, or pursue business strategies due to, the covenants under the agreements governing its indebtedness; the Company's ability to remediate material weakness in its internal control over financial reporting, discovery of additional material weaknesses, and its inability to achieve and maintain effective disclosure controls and procedures and internal control over financial reporting; the Company's ability to forecast and achieve anticipated net sales and earnings estimates in light of periodic economic uncertainty; risks of not achieving all or any of the anticipated benefits of our acquisition of Sierra Wireless, Inc. or the risk that the anticipated benefits may not be fully realized or take longer to realize than expected; the uncertainty surrounding the impact and duration of supply chain constraints and any associated disruptions; export restrictions and laws affecting the Company's trade and tariffs or the occurrence of trade wars; worldwide economic and political disruptions, including as a result of inflation and current geopolitical conflicts; tightening credit conditions related to the United States; competitive changes in the marketplace including, but not limited to, the pace of growth or adoption rates of applicable products or technologies; downturns in the business cycle; decreasing average selling prices of the Company's products; the Company's reliance on a limited number of suppliers and subcontractors for components and materials; changes in projected or anticipated end-user markets; future responses to and effects of public health crises; and those other factors set forth under "Risk Factors" in the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2024 filed with the Securities and Exchange Commission (the "SEC") on March 28, 2024, as such risk factors may be amended, supplemented or superseded from time to time by other reports we file with SEC. In light of the significant risks and uncertainties inherent in the forward-looking information included herein that may cause actual performance and results to differ materially from those predicted, any such forward-looking information should not be regarded as representations or guarantees by the Company of future performance or results, or that its objectives or plans will be achieved, or that any of its operating expectations or financial forecasts will be realized. Reported results should not be considered an indication of future performance. Investors are cautioned not to place undue reliance on any forward-looking information contained herein, which reflect management's analysis only as of the date hereof. Except as required by law, the Company assumes no obligation to publicly release the results of any update or revision to any forward-looking statement that may be made to reflect new information, events or circumstances after the date hereof or to reflect the occurrence of unanticipated or future events, or otherwise.

In addition to regarding forward-looking statements with caution, you should consider that the preparation of the consolidated financial statements requires us to draw conclusions and make interpretations, judgments, assumptions and estimates with respect to certain factual, legal, and accounting matters. Our consolidated financial statements might have been materially impacted if we had reached different conclusions or made different interpretations, judgments, assumptions or estimates.

PART I - FINANCIAL INFORMATION

ITEM 1. Financial Statements

SEMTECH CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three Months Ended		Six Months Ended	Three Months Ended		Nine Months Ended		
	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Net sales								
Cost of sales								
Amortization of acquired technology								
Total cost of sales								
Total cost of sales								
Total cost of sales								
Gross profit								
Operating expenses, net:								
Product development and engineering								
Product development and engineering								
Product development and engineering								
Selling, general and administrative								
Selling, general and administrative								
Selling, general and administrative								
Product development and engineering								
Intangible amortization								
Restructuring								
Goodwill impairment								
Goodwill impairment								
Goodwill impairment								
Total operating expenses, net								
Operating income (loss)								
Interest expense								
Interest income								
Loss on extinguishment of debt								
Non-operating expense, net								
Non-operating (expense) income, net								
Investment impairments and credit loss reserves, net								
Loss before taxes and equity method (loss) income								
Provision for income taxes								
Provision (benefit) for income taxes								
Net loss before equity method (loss) income								
Equity method (loss) income								
Net loss								
Net loss attributable to noncontrolling interest								
Net loss attributable to common stockholders								
Loss per share:								
Basic								
Basic								
Basic								
Diluted								
Weighted-average number of shares used in computing loss per share:								
Basic								
Basic								
Basic								

Diluted

The accompanying notes are an integral part of these interim unaudited condensed consolidated financial statements.

SEMTECH CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)
(unaudited)

	Three Months Ended		Six Months Ended	Three Months Ended		Nine Months Ended	
	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023	October 27, 2024
Net loss							
Other comprehensive (loss) income, net:							
Unrealized (loss) gain on foreign currency cash flow hedges, net							
Unrealized (loss) gain on foreign currency cash flow hedges, net							
Unrealized (loss) gain on foreign currency cash flow hedges, net							
Unrealized gain (loss) on foreign currency cash flow hedges, net							
Unrealized gain (loss) on foreign currency cash flow hedges, net							
Unrealized gain (loss) on foreign currency cash flow hedges, net							
Reclassifications of realized gain (loss) on foreign currency cash flow hedges, net, to net loss							
Unrealized (loss) gain on interest rate cash flow hedges, net							
Reclassifications of realized gain on interest rate cash flow hedges, net, to net loss							
Cumulative translation adjustment							
Cumulative translation adjustment							
Cumulative translation adjustment							
Change in defined benefit plans, net							
Change in defined benefit plans, net							
Change in defined benefit plans, net							
Other comprehensive (loss) income, net							
Other comprehensive (loss) income, net							
Other comprehensive (loss) income, net							
Comprehensive loss							
Comprehensive loss attributable to noncontrolling interest							
Comprehensive loss attributable to common stockholders							

The accompanying notes are an integral part of these interim unaudited condensed consolidated financial statements.

SEMTECH CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)
(unaudited)

	July 28, 2024	January 28, 2024
	October 27, 2024	January 28, 2024
Assets		
Current assets:		
Current assets:		
Current assets:		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		

Accounts receivable, less allowances of \$5,580 and \$4,161, respectively
Accounts receivable, less allowances of \$5,065 and \$4,161, respectively
Inventories
Prepaid taxes
Other current assets
Other current assets
Other current assets
Total current assets
Non-current assets:
Property, plant and equipment, net of accumulated depreciation of \$300,081 and \$283,725, respectively
Property, plant and equipment, net of accumulated depreciation of \$300,081 and \$283,725, respectively
Property, plant and equipment, net of accumulated depreciation of \$300,081 and \$283,725, respectively
Property, plant and equipment, net of accumulated depreciation of \$307,679 and \$283,725, respectively
Property, plant and equipment, net of accumulated depreciation of \$307,679 and \$283,725, respectively
Property, plant and equipment, net of accumulated depreciation of \$307,679 and \$283,725, respectively
Deferred tax assets
Goodwill
Other intangible assets, net
Other assets
TOTAL ASSETS
Liabilities and Equity (Deficit)
Liabilities and Stockholders' Equity (Deficit)
Current liabilities:
Current liabilities:
Current liabilities:
Accounts payable
Accounts payable
Accounts payable
Accrued liabilities
Total current liabilities
Total current liabilities
Total current liabilities
Non-current liabilities:
Deferred tax liabilities
Deferred tax liabilities
Deferred tax liabilities
Long-term debt
Other long-term liabilities
Commitments and contingencies (Note 12)
Commitments and contingencies (Note 12)
Commitments and contingencies (Note 12)
Stockholders' equity (deficit) :
Stockholders' equity (deficit) :
Stockholders' equity (deficit) :
Common stock, \$0.01 par value, 250,000,000 shares authorized, 88,514,575 issued and 75,118,173 outstanding and 78,136,144 issued and 64,415,861 outstanding, respectively
Common stock, \$0.01 par value, 250,000,000 shares authorized, 88,514,575 issued and 75,118,173 outstanding and 78,136,144 issued and 64,415,861 outstanding, respectively
Common stock, \$0.01 par value, 250,000,000 shares authorized, 88,514,575 issued and 75,118,173 outstanding and 78,136,144 issued and 64,415,861 outstanding, respectively
Treasury stock, at cost, 13,396,402 shares and 13,720,283 shares, respectively
Stockholders' equity (deficit) :
Stockholders' equity (deficit) :
Stockholders' equity (deficit) :

Common stock, \$0.01 par value, 250,000,000 shares authorized, 88,514,575 issued and 75,401,839 outstanding and 78,136,144 issued and 64,415,861 outstanding, respectively
Common stock, \$0.01 par value, 250,000,000 shares authorized, 88,514,575 issued and 75,401,839 outstanding and 78,136,144 issued and 64,415,861 outstanding, respectively
Common stock, \$0.01 par value, 250,000,000 shares authorized, 88,514,575 issued and 75,401,839 outstanding and 78,136,144 issued and 64,415,861 outstanding, respectively
Treasury stock, at cost, 13,112,736 shares and 13,720,283 shares, respectively
Additional paid-in capital
Retained deficit
Accumulated other comprehensive loss, net
Total stockholders' deficit
Total stockholders' deficit
Noncontrolling interest
Noncontrolling interest
Noncontrolling interest
Total deficit
TOTAL LIABILITIES AND EQUITY (DEFICIT)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)

The accompanying notes are an integral part of these interim unaudited condensed consolidated financial statements.

SEMTECH CORPORATION AND SUBSIDIARIES																
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)																
(in thousands, except share data)																
(unaudited)																
	Three Months Ended July 28, 2024								Three Months Ended October 27, 2024							
Common Stock																
Number of Shares Outstanding																
Number of Shares Outstanding																
	Number of Shares Outstanding	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)	
Balance at April 28, 2024																
Balance at July 28, 2024																
Net loss																
Net loss																
Net loss																
Other comprehensive loss																
Issuance of common stock upon exchange of 2028 Notes (as defined in Note 9)																
Share-based compensation																
Issuance of common stock upon exchange of 2028 Notes (as defined in Note 9)																
Share-based compensation																
Issuance of common stock upon exchange of 2028 Notes (as defined in Note 9)																
Share-based compensation																
Treasury stock reissued to settle share-based awards																
Treasury stock reissued to settle share-based awards																

Treasury stock reissued to settle
share-based awards

Balance at July 28, 2024

Balance at October 27, 2024

	Six Months Ended July 28, 2024							Nine Months Ended October 27, 2024						
Common Stock														
Number of Shares Outstanding														
Number of Shares Outstanding														
Number of Shares Outstanding	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)
Balance at January 28, 2024														
Net loss														
Net loss														
Net loss														
Other comprehensive income														
Other comprehensive loss														
Distribution to outside interest upon liquidation of a consolidated subsidiary														
Issuance of common stock upon exchange of 2028 Notes (as defined in Note 9)														
Issuance of common stock upon exchange of 2028 Notes (as defined in Note 9)														
Issuance of common stock upon exchange of 2028 Notes (as defined in Note 9)														
Share-based compensation														
Treasury stock reissued to settle share-based awards														
Treasury stock reissued to settle share-based awards														
Treasury stock reissued to settle share-based awards														
Balance at July 28, 2024														
Balance at October 27, 2024														

The accompanying notes are an integral part of these interim unaudited condensed consolidated financial statements.

SEMTECH CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT) (CONTINUED)
(in thousands, except share data)
(unaudited)

	Three Months Ended July 30, 2023					Three Months Ended October 29, 2023				
Common Stock										
Number of Shares Outstanding										
Number of Shares Outstanding										
Number of Shares Outstanding										

	Number of Shares Outstanding	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)
Balance at April 30, 2023															
Balance at July 30, 2023															
Net loss															
Other comprehensive income															
Other comprehensive loss															
Share-based compensation															
Share-based compensation															
Share-based compensation															
Treasury stock reissued to settle share-based awards															
Treasury stock reissued to settle share-based awards															
Treasury stock reissued to settle share-based awards															
Balance at July 30, 2023															
Balance at October 29, 2023															

	Six Months Ended July 30, 2023							Nine Months Ended October 29, 2023						
Common Stock														
Number of Shares Outstanding														
Number of Shares Outstanding														
Number of Shares Outstanding														
Number of Shares Outstanding	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)	Amount	Treasury Stock, at Cost	Additional Paid-in Capital	Retained Earnings (Deficit)	Stockholders' Equity (Deficit)	Noncontrolling Interest	Total Equity (Deficit)
Balance at January 29, 2023														
Net loss														
Net loss														
Net loss														
Other comprehensive income														
Share-based compensation														
Share-based compensation														
Share-based compensation														
Treasury stock reissued to settle share-based awards														

Treasury stock reissued to settle share-based awards
Treasury stock reissued to settle share-based awards
Balance at July 30, 2023
Balance at October 29, 2023

The accompanying notes are an integral part of these interim unaudited condensed consolidated financial statements.

SEMTECH CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Six Months Ended		Nine Months Ended	
	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023
Cash flows from operating activities:				
Net loss				
Net loss				
Net loss				
Adjustments to reconcile net loss to net cash used in operating activities:				
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:				
Depreciation and amortization				
Depreciation and amortization				
Depreciation and amortization				
Amortization of right-of-use assets				
Investment impairments and credit loss reserves, net				
Investment impairments and credit loss reserves, net				
Investment impairments and credit loss reserves, net				
Goodwill impairment				
Goodwill impairment				
Goodwill impairment				
Accretion of deferred financing costs				
Accretion of deferred financing costs				
Accretion of deferred financing costs				
Write-off of deferred financing costs				
Loss on extinguishment of debt				
Deferred income taxes				
Share-based compensation				
Loss (gain) on disposition of business operations and assets				
Equity method (income) loss				
Gain from sale of investments				
Corporate-owned life insurance, net				
Corporate-owned life insurance, net				
Corporate-owned life insurance, net				
Amortization of inventory step-up				
Changes in assets and liabilities:				
Accounts receivable, net				
Accounts receivable, net				
Accounts receivable, net				
Inventories				

Other assets
Accounts payable
Accrued liabilities
Other liabilities
Other liabilities
Other liabilities
Net cash used in operating activities
Net cash provided by (used in) operating activities
Cash flows from investing activities:
Proceeds from sales of property, plant and equipment
Proceeds from sales of property, plant and equipment
Proceeds from sales of property, plant and equipment
Purchase of property, plant and equipment
Proceeds from sale of investments
Purchase of investments
Purchase of intangibles
Proceeds from corporate-owned life insurance
Proceeds from corporate-owned life insurance
Proceeds from corporate-owned life insurance
Net cash used in investing activities
Net cash used in investing activities
Net cash used in investing activities
Cash flows from financing activities:
Proceeds from revolving line of credit
Proceeds from revolving line of credit
Proceeds from revolving line of credit
Payments of revolving line of credit
Payments of term loans
Payments of term loans
Payments of term loans
Proceeds from convertible senior notes
Deferred financing costs
Deferred financing costs
Deferred financing costs
Payments for employee share-based compensation payroll taxes
Payments for employee share-based compensation payroll taxes
Payments for employee share-based compensation payroll taxes
Proceeds from exercise of stock options
Distributions to noncontrolling interest
Distributions to noncontrolling interest
Distributions to noncontrolling interest
Net cash (used in) provided by financing activities
Effect of foreign exchange rate changes on cash and cash equivalents
Net decrease in cash and cash equivalents
Net increase (decrease) in cash and cash equivalents
Cash and cash equivalents at beginning of period
Cash and cash equivalents at end of period
Supplemental disclosure of cash flow information:
Interest paid
Interest paid
Interest paid

Income taxes paid

Non-cash investing and financing activities:

Accounts payable related to capital expenditures

Accounts payable related to capital expenditures

Accounts payable related to capital expenditures

Accrued deferred financing costs

Debt extinguished in exchange for common stock

SEMTECH CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
(in thousands)
(unaudited)

	Nine Months Ended	
	October 27, 2024	October 29, 2023
Supplemental disclosure of cash flow information:		
Interest paid	\$ 60,563	\$ 63,525
Income taxes paid	\$ 6,881	\$ 19,655
Non-cash investing and financing activities:		
Accounts payable related to capital expenditures	\$ 511	\$ 281
Accrued deferred financing costs	\$ —	\$ 8,418
Accrued purchases of intangibles	\$ 2,950	\$ —
Debt extinguished in exchange for common stock	\$ 188,050	\$ —
Conversion of notes into equity	\$ —	\$ 1,271

The accompanying notes are an integral part of these interim unaudited condensed consolidated financial statements.

SEMTECH CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1: Organization and Basis of Presentation

Nature of Business

Semtech Corporation (together with its consolidated subsidiaries, the "Company" or "Semtech") is a high-performance semiconductor, Internet of Things ("IoT") systems and cloud connectivity service provider. The end customers for the Company's silicon solutions are primarily original equipment manufacturers that produce and sell technology solutions. The Company's IoT module, router, gateway (together "IoT Hardware") and managed connectivity solutions ship to IoT device makers and enterprises to provide IoT connectivity to end devices.

The Company designs, develops, manufactures and markets a wide range of products for commercial applications, the majority of which are sold into the infrastructure, high-end consumer and industrial end markets.

Basis of Presentation

The Company reports results on the basis of 52 and 53-week periods and ends its fiscal year on the last Sunday in January. The other quarters generally end on the last Sunday of April, July and October. All quarters consist of 13 weeks except for one 14-week period in the fourth quarter of 53-week years. The second third quarter of fiscal years 2025 and 2024 each consisted of 13 weeks.

Principles of Consolidation

The accompanying interim unaudited condensed consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries and have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") and on the same basis as the audited consolidated financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2024 ("Annual Report"). The Company's interim unaudited condensed consolidated statements of operations are referred to herein as the "Statements of Operations," the Company's interim unaudited condensed consolidated balance sheets are referred to herein as the "Balance Sheets," and the Company's interim unaudited condensed consolidated statements of cash flows are referred to herein as the "Statements of Cash Flows." In the opinion of the Company, these interim unaudited condensed consolidated financial statements contain all adjustments (consisting of normal recurring adjustments) necessary to present fairly, in all material respects, the financial position and results of operations of the Company for the interim periods presented. All intercompany balances have been eliminated. Because the interim unaudited condensed consolidated financial statements do not include all of the information and notes required by GAAP for a complete set of consolidated financial statements, they should be read in conjunction with the audited consolidated financial statements and notes included in the Company's Annual Report. The results reported in these interim unaudited condensed consolidated financial statements should not be regarded as indicative of results that may be expected for any subsequent period or for the entire year.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

During the third quarter of fiscal year 2024, the Company reclassified restructuring costs that were included in "Selling, general and administrative" and "Product development and engineering" within "Total operating expenses, net" in the Statements of Operations to be separately presented in "Restructuring" within "Total operating expenses, net" in the Statements of Operations. This was applied retrospectively and resulted in the reclassification of \$5.4 million and \$5.8 million of restructuring costs for the three and six months ended July 30, 2023, respectively, from "Selling, general and administrative" and \$4.0 million and \$5.2 million of restructuring costs for the three and six months ended July 30, 2023, respectively, from "Product development and engineering" to "Restructuring" in the Statements of Operations. This reclassification did not impact the Company's gross profit, operating income, net income or earnings per share for any historical periods and also did not impact the Balance Sheets or Statements of Cash Flows.

Liquidity

The accompanying interim unaudited condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. Management evaluated whether there are any conditions and events, considered in the aggregate,

that raise substantial doubt about the Company's ability to continue as a going concern over the next twelve months from the issuance of the accompanying interim unaudited condensed consolidated financial statements.

As of July 28, 2024 October 27, 2024, the Company was in compliance with the financial covenants in the Credit Agreement (as defined in Note 9, Long-Term Debt).

Based on the Company's current amount of debt outstanding and financial projections, management believes the Company will maintain compliance with its financial covenants in the Credit Agreement (as defined in Note 9, Long-Term Debt), and that the Company's existing cash, projected operating cash flows and available borrowing capacity under its Revolving Credit Facility (as defined in Note 9, Long-Term Debt) are adequate to meet its operating needs, liabilities and commitments over the next twelve months from the issuance of the accompanying interim unaudited condensed consolidated financial statements.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, to require public business entities to disclose sufficient information to enable users of financial statements to understand the nature and magnitude of factors contributing to the difference between the effective tax rate and the statutory tax rate. The amendments in this update provide that a business entity disclose (1) a tabular income tax rate reconciliation, using both percentages and amounts, (2) separate disclosure of any individual reconciling items that are equal to or greater than 5% of the amount computed by multiplying the income (loss) from continuing operations before income taxes by the applicable statutory income tax rate, and disaggregation of certain items that are significant and (3) amount of income taxes paid (net of refunds received) disaggregated by federal, state and foreign jurisdictions, including separate disclosure of any individual jurisdictions representing greater than 5% of total income taxes paid. The amendments are effective for the Company for fiscal years beginning after December 15, 2024. Early adoption is permitted and entities may apply the amendments prospectively or may elect retrospective application. The Company is currently evaluating the impact of this guidance on its disclosures within the consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. In addition, the amendments enhance interim disclosure requirements, clarify the circumstances in which an entity can disclose multiple segment measures of profit or loss, provide new segment disclosure requirements for entities with a single reportable segment, and contain other disclosure requirements. The amendments require retrospective application to all periods presented. The amendments are effective for the Company for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its disclosures within the consolidated financial statements.

Note 2: Acquisition

Acquisition of Sierra Wireless, Inc.

On January 12, 2023 (the "Acquisition Date"), the Company completed the acquisition of all of the issued and outstanding common shares of Sierra Wireless, Inc. ("Sierra Wireless") in an all-cash transaction representing a total purchase consideration of approximately \$1.3 billion (the "Sierra Wireless Acquisition"). The results of operations of Sierra Wireless have been included in the Statements of Operations since the Acquisition Date.

The transaction was accounted for as a business combination in accordance with Accounting Standards Codification ("ASC") 805, "Business Combinations." The purchase price allocation for the Sierra Wireless Acquisition was completed during the third quarter of fiscal year 2024. The fair values of acquired intangibles were determined based on estimates and assumptions that were deemed reasonable by the Company. In the fourth quarter of fiscal year 2023, a preliminary goodwill balance of \$931.4 million was recognized for the excess of the consideration transferred over the net assets acquired and represented the expected revenue and cost synergies of the combined company and assembled workforce. During the first three quarters of fiscal year 2024, the Company finalized measurement period adjustments related to identifiable intangible assets, inventories, property, plant, and equipment, income and non-income based taxes, legal matters, and other assets and liabilities, which have been recorded to reflect facts and circumstances that existed as of the Acquisition Date. These adjustments increased the goodwill balance by \$23.9 million to \$955.3 million. In fiscal year 2024, the Company also finalized its determination of the reporting units related to the Sierra Wireless Acquisition and completed an allocation of the goodwill balance to these reporting units.

The following table presents the fair values of assets and liabilities assumed on the Acquisition Date based on valuations and management's estimates:

(in thousands)	Amounts recognized as of Acquisition Date (as initially reported)		Amounts recognized as of Acquisition Date (as adjusted)	
		Measurement period adjustment		
Total purchase price consideration, net of cash acquired \$68,794	\$	1,240,757	\$	1,240,757
Assets:				
Accounts receivable, net		92,633	—	92,633
Inventories		96,339	(1,899)	94,440
Other current assets		72,724	5,003	77,727

Property, plant and equipment	29,086	(2,628)	26,458
Intangible assets	214,780	—	214,780
Prepaid taxes	3,001	—	3,001
Deferred tax assets	22,595	285	22,880
Other assets	14,878	—	14,878
Liabilities:			
Accounts payable	50,413	210	50,623
Accrued liabilities	148,654	26,232	174,886
Deferred tax liabilities	4,824	350	5,174
Other long-term liabilities	32,785	(2,106)	30,679
Net assets acquired, excluding goodwill	\$ 309,360	\$ (23,925)	\$ 285,435
Goodwill	\$ 931,397	\$ 23,925	\$ 955,322

Note 3: Loss per Share

The computation of basic and diluted loss per share was as follows:

	Three Months Ended		Six Months Ended	Three Months Ended		Nine Months Ended	
	(in thousands, except per share data)	July 30, 2023	July 30, 2024	(in thousands, except per share data)	October 27, 2024	October 29, 2023	October 27, 2024
(in thousands, except per share data)							
Net loss attributable to common stockholders							
Weighted-average shares outstanding—basic							
Weighted-average shares outstanding—basic							
Weighted-average shares outstanding—basic							
Weighted-average shares outstanding—diluted							
Weighted-average shares outstanding—diluted							
Weighted-average shares outstanding—diluted							
Loss per share:							
Loss per share:							
Loss per share:							
Basic							
Basic							
Basic							
Diluted							
Anti-dilutive shares not included in the above calculations:							
Anti-dilutive shares not included in the above calculations:							
Anti-dilutive shares not included in the above calculations:							
Share-based compensation							
Share-based compensation							
Share-based compensation							
Warrants							
Warrants							
Warrants							
Total anti-dilutive shares							

Basic earnings or loss per share is computed by dividing income or loss available to common stockholders by the weighted-average number of shares of common stock outstanding during the reporting period. Diluted earnings or loss per share incorporates the incremental shares issuable, calculated using the treasury stock method, upon the assumed exercise of non-qualified stock options and the vesting of restricted stock units, market-condition restricted stock units and financial metric-based restricted stock units if certain conditions have been met, but excludes such incremental shares that would have an anti-dilutive effect. Due to the Company's net loss for the three and six nine months ended July 28, 2024 October 27, 2024, all shares underlying stock options and restricted stock units are considered anti-dilutive.

Any dilutive effect of the Warrants (as defined in Note 9, Long-Term Debt) is calculated using the treasury-stock method. During the three and six nine months ended July 28, 2024 October 27, 2024, the Warrants were excluded from diluted shares outstanding because the exercise price exceeded the average market price of the Company's common stock for the reporting periods and due to net loss in such reporting periods.

Note 4: Share-Based Compensation

Financial Statement Effects and Presentation

Pre-tax share-based compensation was included in the Statements of Operations as follows:

	Three Months Ended		Three Months Ended		Six Months Ended		Three Months Ended	Nine Months Ended	
(in thousands)	(in thousands) July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	(in thousands) October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023	
Cost of sales									
Product development and engineering									
Selling, general and administrative									
Product development and engineering									
Total share-based compensation									

Restricted Stock Units, Employees

The Company grants restricted stock units to certain employees of which a portion are expected to be settled with shares of the Company's common stock and a portion are expected to be settled in cash. The restricted stock units that are to be settled with shares are accounted for as equity. The grant date for these awards is equal to the measurement date and they are valued as of the measurement date, based on the fair value of the Company's common stock at the grant date, and recognized as share-based compensation expense over the requisite vesting period (typically between 1 and 4 years). The restricted stock units that are to be settled in cash are accounted for as liabilities and the value of the awards is re-measured at the end of each reporting period until settlement at the end of the requisite vesting period (typically 3 years). In the **six nine** months ended **July 28, 2024** **October 27, 2024**, the Company granted to certain employees **893,114** **1,573,689** restricted stock units that settle in shares with a weighted-average grant date fair value of **\$27.64** **\$31.47**.

Restricted Stock Units, Non-Employee Directors

The Company maintains a compensation program pursuant to which restricted stock units are granted to the **Company's** **Company's** directors who are not employed by the Company or any of its subsidiaries. Under the Company's director compensation program, a portion of the restricted stock units granted under the program would be settled in cash and a portion would be settled in shares of the Company's common stock. Restricted stock units awarded under the program are generally scheduled to vest on the earlier of (i) one year after the grant date or (ii) the day immediately preceding the first annual meeting of the Company's stockholders following the grant. The portion of a restricted stock unit award under the program that is to be settled in cash will, subject to vesting, be settled when the director who received the award separates from service. The portion of a restricted stock unit award under the program that is to be settled in shares of stock will, subject to vesting, be settled promptly following vesting. In the **six nine** months ended **July 28, 2024** **October 27, 2024**, the Company granted to certain non-employee directors 25,713 restricted stock units that settle in cash and 25,713 restricted stock units that settle in shares with a weighted-average grant date fair value of \$31.50.

The restricted stock units that are to be settled in cash are accounted for as liabilities. These awards are not typically settled until a non-employee **director's** **director's** separation from service. The value of both the unvested and vested but unsettled awards are re-measured at the end of each reporting period until settlement. In the **six nine** months ended **July 28, 2024** **October 27, 2024**, \$1.4 million was paid to settle the vesting of 44,018 cash-settled restricted stock unit awards upon the separation of service of a former director. As of **July 28, 2024** **October 27, 2024**, the total number of vested, but unsettled, shares subject to cash-settled restricted stock unit awards was 208,392 and the liability associated with these awards was **\$5.9** **\$9.0** million, of which **\$2.2** **\$3.2** million was included in "Accrued liabilities" in the Balance Sheets relating to two previous non-employee directors currently serving short-term non-employee consultancies for the Company. The remaining **\$3.7** **\$5.8** million was included in "Other long-term liabilities" in the Balance Sheets as of **July 28, 2024** **October 27, 2024**. As of January 28, 2024, the total number of vested, but unsettled, shares subject to cash-settled restricted stock unit awards was 230,231 and the liability associated with these awards was \$4.4 million, of which \$1.8 million was included in "Accrued liabilities" in the Balance Sheets relating to two previous non-employee directors currently serving short-term non-employee consultancies for the Company. The remaining \$2.6 million was included in "Other long-term liabilities" in the Balance Sheets as of January 28, 2024.

Financial Metric-Based Restricted Stock Units with a Market Condition

The Company grants financial metric-based restricted stock units with a market condition (the "Performance Awards") to certain executives of the Company, which are settled in shares and accounted for as equity awards. The Performance Awards have both a financial metric-based performance condition and a pre-defined market condition, which together determine the number of shares that ultimately vest, in addition to the condition of continued service. The number of vested shares for each of the three tranches of the awards, which are the one, two and three-year performance periods, is determined based on the **Company's** **Company's** attainment of pre-established revenue and non-GAAP operating income targets for the respective performance period. The vesting for tranches after the initial performance period is dependent on revenue and non-GAAP operating income for the preceding performance period. The market condition is determined based upon the **Company's** **Company's** total stockholder return

("TSR") benchmarked against the TSR of an index over the three-year performance period. For fiscal year 2025 grants, the benchmark was against the Russell 3000 Index. The market condition functions as a catch-up provision in determining the vesting of the third tranche of the awards based on the performance over the full three-year performance period. Generally, the award recipients must be employed for the entire performance period and be an active employee at the time of vesting of the awards.

The grant-date fair values of the first and second tranches of the Performance Awards are valued using the closing stock price on the grant date and the grant-date fair value of the third tranche of the Performance Awards is valued using a Monte Carlo simulation, which takes into consideration the possible outcomes pertaining to the TSR market condition. The compensation cost of the Performance Awards is recognized using the accelerated attribution method over the requisite service period based on the number of shares that are probable of attainment for each fiscal year.

In the **six nine** months ended **July 28, 2024** **October 27, 2024**, the Company granted 443,943 Performance Awards. The weighted-average grant-date fair values for each of the one, two and three-year performance periods over which the Performance Awards vest were \$36.26, \$36.26 and \$57.08, respectively. Under the terms of these awards, assuming the highest performance level of 200% with no cancellations due to forfeitures, the maximum potential number of shares that can be earned in aggregate for the cumulative fiscal years 2025, 2026 and 2027 performance periods would be 887,886 shares. **In the nine months ended October 27, 2024, 75,011 Performance Awards were forfeited due to the terminations of certain officers.**

Market-Condition Restricted Stock Units, Employees

In the fiscal year 2022, ended January 30, 2022, the Company granted 54,928 restricted stock units to certain executives of the Company, which had a pre-defined market condition that determined the number of shares that would ultimately vest. These market-condition restricted stock unit awards ("Market-Condition Awards") were eligible to vest during the period that commenced on March 9, 2021 and ended on March 5, 2024 (the "Performance Period") as follows: the restricted stock units covered by the Market-Condition Awards would vest if, during any consecutive 30 trading day period that commenced and ended during the Performance Period, the average per-share closing price of the Company's common stock equaled or exceeded \$95.00. The Market-Condition Awards were valued as of the grant date using a Monte Carlo simulation model and expense was recognized on a straight-line basis over the requisite service period, adjusted for any actual forfeitures. The grant-date fair value per unit of the awards granted in fiscal year 2022 was \$49.55. In fiscal years 2024 and 2023, 18,309 and 14,084, respectively, of the Market-Condition Awards were forfeited due to the terminations of certain officers. In the first quarter of fiscal year 2025, the Performance Period ended and the remaining 22,535 Market-Condition Awards were canceled as the target achievement level was not met.

Note 5: Available-for-sale securities

The following table summarizes the values of the Company's available-for-sale securities:

(in thousands)	July 28, 2024				January 28, 2024		October 27, 2024				January 28, 2024			
	(in thousands)	Fair Value	Amortized Cost	Gross Unrealized Loss	Fair Value	Cost	Gross Unrealized Loss	(in thousands)	Fair Value	Cost	Gross Unrealized Loss	Fair Value	Cost	Gross Unrealized Loss
Convertible debt investments														
Total available-for-sale securities														

The following table summarizes the maturities of the Company's available-for-sale securities:

	July 28, 2024
	July 28, 2024
	July 28, 2024
	October 27, 2024
	October 27, 2024
	October 27, 2024
(in thousands)	
(in thousands)	
(in thousands)	
Within 1 year	
Within 1 year	
Within 1 year	
After 1 year through 5 years	
After 1 year through 5 years	
After 1 year through 5 years	
Total available-for-sale securities	
Total available-for-sale securities	
Total available-for-sale securities	

The Company's available-for-sale securities consist of investments in convertible debt instruments issued by privately-held companies and are recorded at fair value. See Note 6, Fair Value Measurements, for further discussion of the valuation of the available-for-sale securities. The available-for-sale securities with maturities within one year are included in "Other current assets". Unrealized gains or losses, net of tax, are recorded in "Accumulated other comprehensive loss, net" in the Balance Sheets, and realized gains or losses, as well as current expected credit loss reserves were recorded in "Non-operating expense, net" in the Statements of Operations.

Note 6: Fair Value Measurements

The following fair value hierarchy is applied for disclosure of the inputs used to measure fair value and prioritizes the inputs into three levels as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs other than Level 1 prices, such as quoted prices for similar assets and liabilities in active markets or other inputs that are observable for the assets or liabilities, either directly or indirectly.
- Level 3—Unobservable inputs based on the Company's own assumptions, requiring significant management judgment or estimation.

Instruments Measured at Fair Value on a Recurring Basis

The fair values of financial assets and liabilities measured and recorded at fair value on a recurring basis were presented in the Balance Sheets as follows:

July 28, 2024	January 28, 2024	October 27, 2024	January 28, 2024
---------------	------------------	------------------	------------------

(in thousands)	(in thousands)	Total	(Level 1)	(Level 2)	(Level 3)	Total	(Level 1)	(Level 2)	(Level 3)	(in thousands)	Total	(Level 1)	(Level 2)	(Level 3)	Total	(Level 1)	(Level 2)	(Level 3)
Financial assets:																		
Interest rate swap agreement																		
Interest rate swap agreement																		
Interest rate swap agreement																		
Convertible debt investments																		
Convertible debt investments																		
Convertible debt investments																		
Foreign currency forward contracts																		
Total financial assets																		
Financial liabilities:																		
Financial liabilities:																		
Financial liabilities:																		
Interest rate swap agreement																		
Interest rate swap agreement																		
Interest rate swap agreement																		
Foreign currency forward contracts																		
Total financial liabilities																		
Total financial liabilities																		
Total financial liabilities																		

During the **six nine** months ended **July 28, 2024** **October 27, 2024**, the Company had no transfers of financial assets or liabilities between Level 1, Level 2 or Level 3. As of **July 28, 2024** **October 27, 2024** and January 28, 2024, the Company had not elected the fair value option for any financial assets and liabilities for which such an election would have been permitted.

The convertible debt investments are valued utilizing a combination of estimates that are based on the estimated discounted cash flows associated with the debt and the fair value of the equity into which the debt may be converted, all of which are Level 3 inputs.

The following table presents a reconciliation of the changes in convertible debt investments in the **six nine** months ended **July 28, 2024** **October 27, 2024**:

(in thousands)		
Balance at January 28, 2024	\$	12,117
Sales		(222)
Interest accrued		399,607
Balance at July 28, 2024 October 27, 2024	\$	12,294 12,502

The interest rate swap agreements are measured at fair value using readily available interest rate curves (Level 2 inputs). The fair value of each agreement is determined by comparing, for each settlement, the contract rate to the forward rate and discounting to the present value. Contracts in a gain position are recorded in "Other current assets" and "Other assets" in the Balance Sheets and the value of contracts in a loss position are recorded in "Accrued liabilities" and "Other long-term liabilities" in the Balance Sheets.

The foreign currency forward contracts are measured at fair value using readily available foreign currency forward and interest rate curves (Level 2 inputs). The fair value of each contract is determined by comparing the contract rate to the forward rate and discounting to the present value. Contracts in a gain position are recorded in "Other current assets" in the Balance Sheets and the value of contracts in a loss position are recorded in "Accrued liabilities" in the Balance Sheets.

See Note 17, Derivatives and Hedging Activities, for further discussion of the **Company's** **Company's** derivative instruments.

Instruments Not Recorded at Fair Value

Some of the **Company's** **Company's** financial instruments are not measured at fair value, but are recorded at amounts that approximate fair value due to their liquid or short-term nature. Such financial assets and financial liabilities include: cash and cash equivalents including money market deposits, net receivables, certain other assets, accounts payable, accrued expenses, accrued personnel costs, and other current liabilities. The **Company's** **Company's** revolving loans and Term Loans (as defined in Note 9, Long-Term Debt) are recorded at cost, which approximates fair value as the debt instruments bear interest at a floating rate. The 2027 Notes and 2028 Notes (as defined in Note 9, Long-Term Debt) are carried at face value less unamortized debt issuance costs, with interest expense reflecting the cash coupon plus the amortization of the capitalized issuance costs. The estimated fair values are determined based on the actual bid prices of the 2027 Notes and 2028 Notes as of the last business day of the period.

The following table displays the carrying values and fair values of the 2027 Notes and 2028 Notes:

			July 28, 2024	January 28, 2024				October 27, 2024		January 28, 2024		
(in thousands)	(in thousands)	Fair Value Hierarchy	Carrying Value	Fair Value	Carrying Value	Fair Value	(in thousands)	Fair Value Hierarchy	Carrying Value	Fair Value	Carrying Value	Fair Value

(1) The 1.625% convertible senior notes due 2027, net, are reflected net of \$7.7 million, \$7.1 million and \$8.9 million of unamortized debt issuance costs as of July 28, 2024, October 27, 2024 and January 28, 2024, respectively.

The Company reduces the carrying amounts of its intangible assets, long-lived assets and non-marketable equity securities to fair value when it determines they are impaired.

The total credit loss reserve for the Company's held-to-maturity debt securities and available-for-sale debt securities remained flat at \$4.5 million as of July 28, 2024 October 27, 2024 and January 28, 2024. In the six nine months ended July 28, 2024 October 27, 2024, the Company recorded an other-than-temporary impairment of \$1.1 million on one of its non-marketable equity investments. Credit loss reserves related to the Company's Company's available-for-sale debt securities and held-to-maturity debt securities with maturities within one year are included in "Other current assets" in the Balance Sheets.

	(in thousands)	July 28, 2024	January 28, 2024	(in thousands)	October 27, 2024	January 28, 2024
Raw materials and electronic components						
Work in progress						
Finished goods						
Total inventories						

The carrying amounts of goodwill by applicable operating segment were as follows:

(in thousands)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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In the first quarter of fiscal year 2025, as a result of organizational restructuring, the Company combined the IoT Systems operating segment and the IoT Connected Services operating segment into the newly formed IoT Systems and Connectivity operating segment. There was no change to the reporting units. See Note 15, Segment Information, for further discussion of the Company's operating segments.

Goodwill is not amortized, but is tested for impairment at the reporting unit level using either a qualitative or quantitative assessment on an annual basis during the fourth quarter of each fiscal year, and whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Impairment of goodwill is measured at the reporting unit level by comparing the reporting unit's carrying amount, including goodwill, to the fair market value of the reporting unit. As of July 28, 2024 October 27, 2024, there was no indication of impairment of the Company's goodwill balances and no goodwill impairment was recorded in the six nine months ended July 28, 2024 October 27, 2024.

During the second quarter of fiscal year 2024, as a result of reduced earnings forecasts associated with the business acquired from Sierra Wireless and macroeconomic conditions, including a rising interest rate environment, the Company performed an interim impairment test using a quantitative assessment of the reporting units related to the Sierra Wireless Acquisition (specifically, the IoT Connected Services, IoT System—Modules and IoT System—Routers reporting units). The interim impairment test resulted in \$279.6 million of total pre-tax non-cash goodwill impairment charges recorded in the Statements of Operations during the second quarter of fiscal year 2024, consisting of \$69.0 million of goodwill impairment for the IoT Connected Services reporting unit, \$109.9 million of goodwill impairment for the IoT System—Modules reporting unit and \$100.7 million goodwill impairment

for the IoT System–Routers reporting unit. The fair values of these reporting units were determined based on a discounted cash flow model (an income approach) and earnings multiples (a market approach). Significant inputs to the reporting unit fair value measurements included forecasted cash flows, discount rates, terminal growth rates and earnings multiples, which were determined by management estimates and assumptions. The reporting unit fair value measurements are classified as Level 3 in the fair value hierarchy because they involve significant unobservable inputs.

Purchased and Other Intangibles

The following table sets forth the Company's Company's finite-lived intangible assets, which are amortized over their estimated useful lives:

			July 28, 2024							October 27, 2024			
			Gross						Gross				
(in thousands, except estimated useful life)	(in thousands, except estimated useful life)	Estimated Useful Life	Carrying Amount	Accumulated Amortization	Accumulated Impairment	Net Carrying Amount	(in thousands, except estimated useful life)	Estimated Useful Life	Carrying Amount	Accumulated Amortization	Accumulated Impairment	Net Carrying Amount	
Core technologies													
Customer relationships													
Trade name													
Capitalized development costs													
Software licenses													
Total finite-lived intangible assets													

			January 28, 2024				January 28, 2024					
			January 28, 2024				January 28, 2024					
(in thousands, except estimated useful life)	(in thousands, except estimated useful life)	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment	Net Carrying Amount	(in thousands, except estimated useful life)	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment	Net Carrying Amount
Core technologies												
Customer relationships												
Trade name												
Total finite-lived intangible assets												
Total finite-lived intangible assets												
Total finite-lived intangible assets												

Amortization expense of finite-lived intangible assets was as follows:

	Three Months Ended		Three Months Ended		Six Months Ended		Three Months Ended		Nine Months Ended	
(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	(in thousands)	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Core technologies										
Customer relationships										
Trade name										
Capitalized development costs										
Software licenses										
Total amortization expense										

Amortization expense of finite-lived intangible assets related to core technologies was recorded in "Amortization of acquired technology" within "Total cost of sales" in the Statements of Operations, and amortization expense of finite-lived intangible assets related to customer relationships and trade name was recorded in "Intangible amortization" within "Total operating expenses, net" in the Statements of Operations. Amortization expense of finite-lived intangible assets related to software licenses was recorded in "Cost of sales" in the Statements of Operations and amortization expense of finite-lived intangible assets related to capitalized development costs was recorded in "Cost of sales" "Product development and engineering" in the Statements of Operations.

Future amortization expense of finite-lived intangible assets is expected as follows:

(in thousands)	(in thousands)	Core Technologies	Customer Relationships	Trade Name	Capitalized Development Costs	(in thousands)	Core Technologies	Customer Relationships	Trade Name	Capitalized Development Costs	Software Licenses	Total
2025 (remaining six months)												
2025 (remaining three months)												

2026
2027
2028
2029
Thereafter
Total expected amortization expense

Also in "Other intangible assets, net" in the Balance Sheets, are finite-lived intangible assets to be amortized upon placement in service. The following table sets forth the Company's Company's finite-lived intangible assets not yet placed in service:

(in thousands)	(in thousands)	Capitalized Development Costs	Software Licenses	Total	(in thousands)	Capitalized Development Costs	Software Licenses	Total
Balance at January 28, 2024								
Additions								
Placed in service								
Balance at July 28, 2024								
Balance at October 27, 2024								

Note 9: Long-Term Debt

Long-term debt and the current period interest rates were as follows:

(in thousands, except percentages)	(in thousands, except percentages)	July 28, 2024	January 28, 2024	(in thousands, except percentages)	October 27, 2024	January 28, 2024
Revolving loans						
Term loans						
1.625% convertible senior notes due 2027						
4.00% convertible senior notes due 2028						
Total debt						
Debt issuance costs						
Debt issuance costs						
Debt issuance costs						
Total long-term debt, net of debt issuance costs						
	Weighted-average effective interest rate			Weighted-average effective interest rate		
Weighted-average effective interest rate ⁽¹⁾	(1) 6.15 %	5.86 %	(1) 6.04 %	5.86 %		

⁽¹⁾ The revolving loans and Term Loans (as defined below) bear interest at variable rates based on Adjusted Term SOFR or a Base Rate (as defined in the Credit Agreement), at the Company's option, plus an applicable margin that varies based on the Company's consolidated leverage ratio. In the first quarter of fiscal year 2024, the Company entered into an interest rate swap agreement with a 2.75 year term to hedge the variability of interest payments on \$150.0 million of debt outstanding on the Term Loans at a fixed Term SOFR rate of 3.58%, plus a variable margin and spread based on the Company's consolidated leverage ratio. In the fourth quarter of fiscal year 2023, the Company entered into an interest rate swap agreement with a 5 year term to hedge the variability of interest payments on \$450.0 million of debt outstanding on the Term Loans at a fixed Term SOFR rate of 3.44%, plus a variable margin and spread based on the Company's consolidated leverage ratio. As of July 28, 2024 October 27, 2024, the effective interest rate was a weighted-average rate that represented (a) interest on the revolving loans at a floating SOFR rate of 5.35% 4.86% plus a margin and spread of 3.86% (total floating rate of 9.21% 8.72%), (b) interest on \$450.0 million of the debt outstanding on the Term Loans at a fixed SOFR rate of 3.44% plus a margin and spread of 3.85% (total fixed rate of 7.29%), (c) interest on \$150.0 million of the debt outstanding on the Term Loans at a fixed SOFR rate of 3.58% plus a margin and spread of 3.85% (total fixed rate of 7.43%), (d) interest on the remaining debt outstanding on the Term Loans at a floating SOFR rate of 5.35% 4.85% plus a margin and spread of 3.85% (total floating rate of 9.20% 8.70%), (e) interest on the 2027 Notes outstanding at a fixed rate of 1.625%, and (f) interest on the 2028 Notes outstanding at a fixed rate of 4.00%. As of January 28, 2024, the effective interest rate was a weighted average-rate that represented (a) interest on the revolving loans at a floating SOFR rate of 5.34% plus a margin and spread of 3.86% (total floating rate of 9.20%) (b) interest on \$450.0 million of the debt outstanding on the Term Loans at a fixed SOFR rate of 3.44% plus a margin and spread of 3.85% (total fixed rate of 7.29%), (c) interest on \$150.0 million of the debt outstanding on the Term Loans at a fixed SOFR rate of 3.58% plus a margin and spread of 3.85% (total fixed rate of 7.43%), (d) interest on the remaining debt outstanding on the Term Loans at a floating SOFR rate of 5.34% plus a margin and spread of 3.85% (total floating rate of 9.19%),(e) interest on the 2027 Notes outstanding at a fixed rate of 1.625%, and (f) interest on the 2028 Notes outstanding at a fixed rate of 4.00%.

Credit Agreement

On November 7, 2019, we, with certain of our domestic subsidiaries as guarantors, entered into a credit agreement with the lenders party thereto and HSBC Bank USA, National Association ("HSBC Bank"), as administrative agent, swing line lender and letter of credit issuer. On September 26, 2022 (the "Third Restatement Effective Date"), the Company entered into a third amended and restated credit agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the lenders party thereto, HSBC Bank, as resigning administrative agent, and JPMorgan Chase Bank, N.A. ("JPM"), as successor administrative agent, swing line lender and letter of credit issuer. The restated Credit Agreement, which was entered into substantially concurrently with the completion of the Sierra Wireless Acquisition on January 12, 2023 was entered into to, among other things, (i) extend the maturity date of \$405.0 million of the \$600.0 million in aggregate principal amount of revolving commitments thereunder from November 7, 2024 to January 12, 2028, (ii) provide for incurrence by the Company on January 12, 2023 of term loans (the "Term Loans") in an aggregate principal amount of \$895.0 million, which was used to fund a portion of the cash consideration for the Sierra Wireless Acquisition, (iii) provide for JPM to succeed HSBC Bank as administrative agent and collateral agent under the Credit Agreement on January 12, 2023, (iv) modify the maximum consolidated leverage covenant as set forth in the Credit Agreement, (v) replace LIBOR with

adjusted term SOFR and (vi) make certain other changes as set forth in the restated Credit Agreement, including changes consequential to the incorporation of the Term Loan Facility.

After effectiveness of the Third Amendment (as defined and described below), the borrowing capacity on the revolving credit facility under the Credit Agreement (the "Revolving Credit Facility") is \$500.0 million, of which \$162.5 million is scheduled to mature on November 7, 2024 and \$337.5 million is scheduled to mature on January 12, 2028, and the Term Loans are scheduled to mature on January 12, 2028 (subject to, in certain circumstances, an earlier springing maturity).

As of July 28, 2024, the Company had \$622.6 million outstanding under the Term Loans and \$215.0 million outstanding under the Revolving Credit Facility, which had available undrawn borrowing capacity of \$282.2 million, subject to net leverage limitations and customary conditions precedent, including the accuracy of representations and warranties and the absence of defaults.

Up to \$40.0 million of the Revolving Credit Facility may be used to obtain letters of credit, up to \$25.0 million of the Revolving Credit Facility may be used to obtain swing line loans, and up to \$75.0 million of the Revolving Credit Facility may be used to obtain revolving loans and letters of credit in certain currencies other than U.S. Dollars ("Alternative Currencies").

The proceeds of the Revolving Credit Facility may be used by the Company for capital expenditures, permitted acquisitions, permitted dividends, working capital and general corporate purposes.

On February 24, 2023, the Company entered into the first amendment (the "First Amendment") to the Credit Agreement, in order to, among other things, (i) increase the maximum consolidated leverage ratio covenant for certain test periods as set forth therein, (ii) reduce the minimum consolidated interest coverage ratio covenant for certain test periods as set forth therein, (iii) provide that, during the period that financial covenant relief pursuant to the First Amendment is in effect, the interest rate margin for (1) Term SOFR loans is deemed to be 2.50% and (2) Base Rate (as defined in the Credit Agreement) loans is deemed to be 1.50% per annum and (iv) make certain other changes as set forth therein.

On June 6, 2023, the Company entered into the second amendment (the "Second Amendment") to the Credit Agreement, in order to, among other things, (i) increase the maximum consolidated leverage ratio covenant for certain test periods as set forth therein and described below, (ii) reduce the minimum consolidated interest coverage ratio covenant for certain test periods as set forth therein and described below, (iii) modify the pricing grid applicable to loans under the Credit Agreement during the covenant relief period as set forth therein and described below, (iv) impose a minimum liquidity covenant for certain periods during the covenant relief period as set forth therein and described below, (v) increase the annual amortization in respect of the term loans thereunder to 7.5% per annum for certain periods as set forth therein, (vi) impose an "anti-cash hoarding" condition to the borrowing of revolving loans as set forth therein, (vii) provide that the maturity date for the Term Loans and revolving loans shall be the day that is 91 days prior to the stated maturity date of the 2027 Notes and the 2028 Notes if such notes have not otherwise been refinanced or extended to at least 91 days after the stated maturity date of the Term Loans and revolving loans, the aggregate principal amount of non-extended outstanding 2027 Notes and 2028 Notes and certain replacement debt exceeds \$50 million and a minimum liquidity condition is not satisfied, (viii) provide for the reduction of the aggregate revolving commitments thereunder by \$100 million, (ix) require that the Company appoint a financial advisor and (x) make certain other modifications to the mandatory prepayments (including the imposition of an excess cash flow mandatory prepayment), collateral provisions and covenants (including additional limitations on debt, liens, investments and restricted payments such as dividends) as set forth therein.

On October 19, 2023, the Company entered into the third amendment (the "Third Amendment") to the Credit Agreement, in order to, among other things, (i) extend the financial covenant relief period by one year to April 30, 2026, (ii) increase the maximum consolidated leverage ratio covenant for certain test periods as set forth in the Third Amendment, (iii) reduce the minimum consolidated interest coverage ratio covenant for certain test periods as set forth in the Third Amendment and (iv) make certain other changes as set forth therein. These amendments had the effect of extending and temporarily expanding financial covenant relief under the Credit Agreement previously provided for in the First Amendment and Second Amendment.

Effective June 6, 2023, in connection with the Second Amendment, interest on loans made under the Credit Agreement in U.S. Dollars accrues, at the Company's option, at a rate per annum equal to (1) (x) the Base Rate (as defined in the Credit Agreement) plus (y) a margin ranging from 0.25% to 2.75% depending upon the Company's consolidated leverage ratio (except that, during the period that financial covenant relief is in effect (including during the extended covenant relief period provided pursuant to the Third Amendment), the margin will not be less than 2.25% per annum) or (2) (x) Term SOFR Rate (as defined in the Credit Agreement) plus (y) a credit spread adjustment of (i) for term loans, 0.10% and (ii) for revolving credit borrowings, 0.11%, 0.26% or 0.43% for one, three and six month interest periods, respectively, plus (z) a margin ranging from 1.25% to 3.75% depending upon the Company's consolidated leverage ratio (except that, during the period that financial covenant relief pursuant to the Third Amendment is in effect, the margin will not be less than 3.25% per annum) (such margin, the "Applicable Margin"). Interest on loans made under the Revolving Credit Facility in Alternative Currencies accrues at a rate per annum equal to a customary benchmark rate (including, in certain cases, credit spread adjustments) plus the Applicable Margin.

On October 19, 2023, the Company entered into the third amendment (the "Third Amendment") to the Credit Agreement, in order to, among other things, (i) extend the financial covenant relief period by one year to April 30, 2026, (ii) increase the maximum consolidated leverage ratio covenant for certain test periods as set forth in the Third Amendment, (iii) reduce the minimum consolidated interest coverage ratio covenant for certain test periods as set forth in the Third Amendment and (iv) make certain other changes as set forth therein. These amendments had the effect of extending and temporarily expanding financial covenant relief under the Credit Agreement previously provided for in the First Amendment and Second Amendment.

All of the Company's obligations under the Credit Agreement are unconditionally guaranteed by all of the Company's direct and indirect domestic subsidiaries, other than certain excluded subsidiaries, including, but not limited to, any domestic subsidiary the primary assets of which consist of equity or debt of non-U.S. subsidiaries, certain immaterial non-wholly-owned domestic subsidiaries and subsidiaries that are prohibited from providing a guarantee under applicable law or that would require governmental approval to provide such guarantee. The Company and the guarantors have also pledged substantially all of their assets to secure their obligations under the Credit Agreement.

No amortization is required with respect to the revolving loans. Effective June 6, 2023, in connection with the Second Amendment, the Term Loans amortize (x) during the period that financial covenant relief is in effect (including during the extended covenant relief period provided pursuant to the Third Amendment), in equal quarterly installments of 1.875% of the aggregate principal amount outstanding on the Third Restatement Effective Date, and (y) otherwise, in equal quarterly installments of 1.25% of the aggregate principal amount outstanding on the Third Restatement Effective Date, with the balance due at maturity. The Company may voluntarily prepay borrowings at any time and from time to time, without premium or penalty, other than customary "breakage costs" in certain circumstances. In the third quarter of fiscal year 2024, the Company

made a \$250 million prepayment on the Term Loans in connection with the Third Amendment, after which there is no scheduled amortization remaining on the Term Loans.

The Credit Agreement contains customary representation and warranties, and affirmative and negative covenants, including limitations on the Company's ability to, among other things, incur indebtedness, create liens on assets, engage in certain fundamental corporate changes, make investments, repurchase stock, pay dividends or make similar distributions, engage in certain affiliate transactions, or enter into agreements that restrict the Company's ability to create liens, pay dividends or make loan repayments. In addition, the Company must comply with financial covenants which, after effectiveness of the Third Amendment are as follows (in each case, during the covenant relief period):

- maintaining a maximum consolidated leverage ratio, determined as of the last day of each fiscal quarter, of (i) 8.17 to 1.00 for the fiscal quarter ending on or around October 31, 2023, (ii) 10.27 to 1.00 for the fiscal quarter ending on or around January 31, 2024, (iii) 10.21 to 1.00 for the fiscal quarter ending on or around April 30, 2024, (iv) 9.93 to 1.00 for the fiscal quarter ending on or around July 31, 2024, (v) 8.42 to 1.00 for the fiscal quarter ending on or around October 31, 2024, (vi) 7.68 to 1.00 for the fiscal quarter ending on or around January 31, 2025, (vii) 6.75 to 1.00 for the fiscal quarter ending on or around April 30, 2025, (viii) 6.28 to 1.00 for the fiscal quarter ending on or around July 31, 2025, (ix) 5.81 to 1.00 for the fiscal quarter ending on or around October 31, 2025, (x) 5.30 to 1.00 for the fiscal quarter ending on or around January 31, 2026, and (xi) 3.75 to 1.00 for the fiscal quarter ending on or around April 30, 2026 and each fiscal quarter thereafter, subject to increase to 4.25 to 1.00 for the four full consecutive fiscal quarters ending on or after the date of consummation of a permitted acquisition that constitutes a "Material Acquisition" under the Credit Agreement, subject to the satisfaction of certain conditions;
- maintaining a minimum consolidated interest expense coverage ratio, determined as of the last day of each fiscal quarter, of (i) 1.66 to 1.00 for the fiscal quarter ending on or around October 31, 2023, (ii) 1.40 to 1.00 for the fiscal quarter ending on or around January 31, 2024, (iii) 1.37 to 1.00 for the fiscal quarter ending on or around April 30, 2024, (iv) 1.41 to 1.00 for the fiscal quarter ending on or around July 31, 2024, (v) 1.73 to 1.00 for the fiscal quarter ending on or around October 31, 2024, (vi) 1.90 to 1.00 for the fiscal quarter ending on or around January 31, 2025, (vii) 2.14 to 1.00 for the fiscal quarter ending on or around April 30, 2025, (viii) 2.37 to 1.00 for the fiscal quarter ending on or around July 31, 2025, (ix) 2.68 to 1.00 for the fiscal quarter ending on or around October 31, 2025, (x) 3.01 to 1.00 for the fiscal quarter ending on or around January 31, 2026, and (xi) 3.50 to 1.00 for the fiscal quarter ending on or around April 30, 2026 and each fiscal quarter thereafter; and
- until January 31, 2025, maintaining a minimum consolidated liquidity (as further defined in the Credit Agreement but excluding revolving credit commitments scheduled to expire in 2024) of \$150 million as of the last day of each monthly accounting period of the Company.

Upon the termination of the covenant relief period under the Third Amendment, the ratio levels set forth above with respect to the leverage and interest expense coverage financial covenants are subject to step-up as set forth in the Credit Agreement, and the liquidity covenant shall no longer apply.

Compliance with the leverage and interest expense coverage financial covenants is measured quarterly based upon the Company's performance over the most recent four quarters, and compliance with the liquidity covenant is measured as of the last day of each monthly accounting period. As of July 28, 2024 October 27, 2024, the Company was in compliance with the financial covenants in the Credit Agreement. See "Liquidity" in Note 1, Organization and Basis of Presentation, for additional information about compliance with the financial covenants.

The Credit Agreement also contains customary provisions pertaining to events of default. If any event of default occurs, the obligations under the Credit Agreement may be declared due and payable, terminated upon written notice to us and existing letters of credit may be required to be cash collateralized.

Convertible Senior Notes Due 2027

On October 12, 2022 and October 21, 2022, the Company issued and sold \$300.0 million and \$19.5 million, respectively, in aggregate principal amount of 1.625% Convertible Senior Notes due 2027 (the "2027 Notes") in a private placement. The 2027 Notes were issued pursuant to an indenture, dated October 12, 2022, by and among the Company, the subsidiary guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee (the "2027 Indenture"). The 2027 Notes are jointly and severally and fully and unconditionally guaranteed by each of the Company's current and future direct and indirect wholly-owned domestic subsidiaries that guarantee its borrowings under its Credit Agreement. The 2027 Notes bear interest at a rate of 1.625% per year, payable semi-annually in arrears on May 1 and November 1 of each year, beginning on May 1, 2023. The 2027 Notes will mature on November 1, 2027, unless earlier converted, redeemed or repurchased.

The initial conversion rate of the 2027 Notes is 26.8325 shares of the Company's common stock per \$1,000 principal amount of 2027 Notes (which is equivalent to an initial conversion price of approximately \$37.27 per share). The conversion rate is subject to adjustment upon the occurrence of certain events specified in the 2027 Indenture but will not be adjusted for accrued and unpaid interest. In addition, upon the occurrence of a Make-Whole Fundamental Change (as defined in the 2027 Indenture) or if the Company delivers a Notice of Sale Price Redemption (as defined in the 2027 Indenture), the Company will, in certain circumstances, increase the conversion rate by a number of additional shares of common stock as described in the 2027 Indenture for a holder who elects to convert its 2027 Notes in connection with such Make-Whole Fundamental Change or to convert its 2027 Notes called (or deemed called as provided in the 2027 Indenture) for redemption in connection with such Notice of Sale Price Redemption, as the case may be.

Prior to the close of business on the business day immediately preceding July 1, 2027, the 2027 Notes are convertible at the option of the holders thereof only under the following circumstances: (1) during any fiscal quarter commencing after the fiscal quarter ending on January 29, 2023 (and only during such fiscal quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (2) during the five business day period after any ten consecutive trading day period in which, for each trading day of that period, the Trading Price (as defined in the 2027 Indenture), as determined following a request by a holder of the 2027 Notes in accordance with the procedures described in the 2027 Indenture, per \$1,000 principal amount of the 2027 Notes for such trading day was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate on each such trading day; (3) if the Company calls such 2027 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the 2027 Notes called (or deemed called as provided in the 2027 Indenture) for redemption; or (4) upon the occurrence of specified corporate events described in the 2027 Indenture. As of July 28, 2024 October 27, 2024, none of the conditions allowing holders of the 2027 Notes to convert had been met. On or after July 1, 2027 until the close of business on the second scheduled trading day immediately preceding the maturity date of the 2027 Notes, holders of the 2027 Notes may convert all or a portion of their 2027 Notes, regardless of the foregoing conditions. Upon conversion, the 2027 Notes will be settled in cash up to the aggregate principal amount of the 2027 Notes to be converted, and in cash, shares of the Company's common stock or any combination thereof, at the Company's option, in respect of the remainder, if any, of the Company's conversion obligation in excess of the aggregate principal amount of the 2027 Notes being converted.

The Company may not redeem the 2027 Notes prior to November 5, 2025. The Company may redeem for cash all or any portion of the 2027 Notes (subject to the limitation described below), at the Company's option, on or after November 5, 2025 and before the 61st scheduled trading day immediately preceding the maturity date if the last reported sale price of the Company's common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides the related notice of sale price redemption, at a redemption price equal to 100% of the principal amount of the 2027 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. If the Company redeems less than all the outstanding 2027 Notes, at least \$75.0 million aggregate principal amount of the 2027 Notes must be outstanding and not subject to redemption as of the relevant redemption notice date. No sinking fund is provided for the 2027 Notes.

Upon the occurrence of a Fundamental Change (as defined in the 2027 Indenture) prior to the maturity date of the 2027 Notes, holders of the 2027 Notes may require the Company to repurchase all or a portion of the 2027 Notes for cash at a price equal to 100% of the principal amount of the 2027 Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date (as defined in the 2027 Indenture).

Convertible Note Hedge Transactions

On October 6, 2022 and October 19, 2022, the Company entered into privately negotiated convertible note hedge transactions (the "Convertible Note Hedge Transactions") with an affiliate of one of the initial purchasers of the 2027 Notes and another financial institution (collectively, the "Counterparties") whereby the Company has the option to purchase the same number of shares of the Company's Company's common stock initially underlying the 2027 Notes in the aggregate for approximately \$37.27 per share, which is subject to anti-dilution adjustments substantially similar to those in the 2027 Notes. The Convertible Note Hedge Transactions will expire upon the maturity of the 2027 Notes, if not earlier exercised. The Convertible Note Hedge Transactions are expected to reduce the potential dilution to the common stock upon the conversion of the 2027 Notes and/or offset any cash payments the Company is required to make in excess of the principal amount of converted 2027 Notes, as the case may be, in the event that the market price per share of common stock, as measured under the terms of the Convertible Note Hedge Transactions, is greater than the strike price of the Convertible Note Hedge Transactions, which initially corresponds to the initial conversion price of the 2027 Notes, or approximately \$37.27 per share of the common stock. The Convertible Note Hedge Transactions are separate transactions, entered into by the Company with each of the Counterparties, and are not part of the terms of the 2027 Notes. Holders of the 2027 Notes do not have any rights with respect to the Convertible Note Hedge Transactions. The Company used approximately \$72.6 million of the net proceeds from the offering of the 2027 Notes to pay the cost of the Convertible Note Hedge Transactions. The Convertible Note Hedge Transactions are recorded in additional paid-

in capital in the Balance Sheets as they do not require classification outside of equity pursuant to Accounting Standards Codification ("ASC") 480 and qualify for equity classification pursuant to ASC 815.

Warrant Transactions

On October 6, 2022 and on October 19, 2022, the Company separately entered into privately negotiated warrant transactions (the "Warrants") with the Counterparties whereby the holders of the Warrants have the option to acquire, collectively, subject to anti-dilution adjustments, approximately 8.6 million shares of the Company's Company's common stock at an initial strike price of approximately \$51.15 per share. The Warrants were sold in private placements to the Counterparties pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), afforded by Section 4(a)(2) of the Securities Act. If the market price per share of the common stock, as measured under the terms of the Warrants, exceeds the strike price of the Warrants, the Warrants could have a dilutive effect on the common stock, unless the Company elects, subject to certain conditions, to settle the Warrants in cash. The Warrants will expire over a period beginning in February 2028.

The Warrants are separate transactions, entered into by the Company with each of the Counterparties, and are not part of the terms of the 2027 Notes. Holders of the 2027 Notes do not have any rights with respect to the Warrants. The Company received aggregate proceeds of approximately \$42.9 million from the sale of the Warrants to the Counterparties. The Warrants are recorded in additional paid-in capital in the Balance Sheets as they do not require classification outside of equity pursuant to ASC 480 and qualify for equity classification pursuant to ASC 815.

In combination, the Convertible Note Hedge Transactions and the Warrants are intended to synthetically increase the strike price of the conversion option of the 2027 Notes from approximately \$37.27 to \$51.15 (subject to adjustment in accordance with the terms of the agreements governing such transactions), with the expected result of reducing the dilutive effect of the 2027 Notes in exchange for a net cash premium of \$29.7 million.

Convertible Senior Notes Due 2028

On October 26, 2023, the Company issued and sold \$250.0 million in aggregate principal amount of 4.00% Convertible Senior Notes due 2028 (the "2028 Notes") in a private placement. The 2028 Notes were issued pursuant to an indenture, dated October 26, 2023, by and among the Company, the subsidiary guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee (the "2028 Indenture"). The 2028 Notes are jointly and severally and fully and unconditionally guaranteed by each of the Company's Company's current and future direct and indirect wholly-owned domestic subsidiaries that guarantee its borrowings under its Credit Agreement. The 2028 Notes bear interest at a rate of 4.00% per year, payable semi-annually in arrears on May 1 and November 1 of each year, beginning on May 1, 2024. The 2028 Notes will mature on November 1, 2028, unless earlier converted, redeemed or repurchased. As of July 28, 2024 October 27, 2024, approximately \$62.0 million of the 2028 Notes remained outstanding.

The initial conversion rate of the 2028 Notes is 49.0810 shares of the Company's common stock per \$1,000 principal amount of 2028 Notes (which is equivalent to an initial conversion price of approximately \$20.37 per share). The conversion rate is subject to adjustment upon the occurrence of certain events specified in the 2028 Indenture but will not be adjusted for accrued and unpaid interest. In addition, upon the occurrence of a Make-Whole Fundamental Change (as defined in the 2028 Indenture) or if the Company delivers a Notice of Redemption (as defined in the 2028 Indenture), the Company will, in certain circumstances, increase the conversion rate by a number of additional shares of common stock as described in the 2028 Indenture for a holder who elects to convert its 2028 Notes in connection with such Make-Whole Fundamental Change or to convert its 2028 Notes called (or deemed called as provided in the 2028 Indenture) for redemption in connection with such Notice of Redemption, as the case may be.

Prior to the close of business on the business day immediately preceding August 1, 2028, the 2028 Notes will be convertible at the option of the holders thereof only under the following circumstances: (1) during any fiscal quarter commencing after the fiscal quarter ended on January 28, 2024 (and only during such fiscal quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (2) during the five business day period after any ten consecutive trading day period in which, for each trading day of that period, the Trading Price (as defined in the 2028 Indenture), as determined following a request by a holder of the 2028 Notes in accordance with the procedures described in the Indenture, per \$1,000 principal amount of the 2028 Notes for such trading day was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate on each such trading day; (3) if the Company calls such 2028 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the 2028 Notes called (or deemed called as provided in the 2028 Indenture) for redemption; or (4) upon the occurrence of specified corporate events described in the 2028 Indenture. As of July 28, 2024 October 27, 2024, one of the conditions allowing the holders of the 2028 Notes to convert had been met. The trading price of the Company's Company's common stock remained above 130% of the applicable \$20.37 conversion price for at least 20 trading days during the 30 consecutive-trading day period ending on, and including July 26, 2024 October 25, 2024 (the last trading day of the fiscal quarter ended July 28, 2024 October 27, 2024) resulting in the right of

right of the holders of the 2028 Notes to convert the 2028 Notes beginning July 29, 2024 October 28, 2024 through October 25, 2024 January 24, 2025 (the last trading day of the fiscal quarter ending October 27, 2024 January 26, 2025).

In addition, on or after August 1, 2028 until the close of business on the second scheduled trading day immediately preceding the maturity date of the 2028 Notes, holders of the 2028 Notes may convert all or a portion of their 2028 Notes, regardless of the foregoing conditions. Upon conversion, the 2028 Notes will be settled in cash up to the aggregate principal amount of the 2028 Notes to be converted, and in cash, shares of the Company's common stock or any combination thereof, at the Company's Company's option, in respect of the remainder, if any, of the Company's Company's conversion obligation in excess of the aggregate principal amount of the 2028 Notes being converted.

The Company may not redeem the 2028 Notes prior to November 5, 2026. The Company may redeem for cash all or any portion of the 2028 Notes (subject to the limitation described below), at the Company's option, on or after November 5, 2026 and before the 41st scheduled trading day immediately preceding the maturity date if the last reported sale price of the Company's common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides the related notice of sale price redemption, at a redemption price equal to 100% of the principal amount of the 2028 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. If the Company redeems less than all the outstanding 2028 Notes, at least \$75.0 million aggregate principal amount of the 2028 Notes must be outstanding and not subject to redemption as of the relevant redemption notice date. No sinking fund is provided for the 2028 Notes.

Upon the occurrence of a Fundamental Change (as defined in the 2028 Indenture) prior to the maturity date of the 2028 Notes, holders of the 2028 Notes may require the Company to repurchase all or a portion of the 2028 Notes for cash at a price equal to 100% of the principal amount of the 2028 Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date (as defined in the 2028 Indenture).

Exchange of 2028 Notes

On July 11, 2024 and July 15, 2024, the Company entered into separate, privately negotiated exchange agreements (the "Exchange Agreements") with certain holders of the 2028 Notes. Pursuant to the Exchange Agreements, on July 24, 2024 certain holders exchanged with the Company approximately \$188.1 million in aggregate principal amount of the 2028 Notes held by them for an aggregate of 10,378,431 shares of the Company's common stock, which number of shares was determined over an averaging period that commenced on July 12, 2024. The Company accounted for these exchange transactions as a partial debt extinguishment and recognized a loss on extinguishment of debt equal to the difference between the fair value of the Company's common stock delivered to certain holders of the 2028 Notes and the carrying value of the outstanding debt, accrued interest and third-party fees related to the Exchange Agreements. In the three and six months ended July 28, 2024 and October 27, 2024, in connection with the exchange transactions, the Company recognized \$144.7 million of loss included in "Loss on extinguishment of debt" in the Statements of Operations and \$5.5 million of loss resulting from the write-off of deferred financing costs included in "Interest expense" in the Statements of Operations.

Interest Expense

Interest expense was comprised of the following components for the periods presented:

	Three Months Ended		Six Months Ended	Three Months Ended		Nine Months Ended	
	(in thousands)	July 30, 2023	July 28, 2024	July 30, 2023	(in thousands) October 27, 2024	October 29, 2023	October 27, 2024
Contractual interest							
Interest swap agreement							
Amortization of deferred financing costs							
Write-off of deferred financing costs							
Total interest expense							
Total interest expense							
Total interest expense							

As of July 28, 2024 and October 27, 2024 and January 28, 2024, there was \$2.9 million outstanding under the letters of credit, swing line loans and alternative currency sub-facilities under the Revolving Credit Facility.

Note 10: Income Taxes

The Company's effective tax rate differs from the statutory federal income tax rate of 21% primarily due to the regional mix of income, changes in valuation allowance, research and development ("R&D") tax credits and nondeductible loss on extinguishment of debt. The Tax Cuts and Jobs Act requires R&D costs incurred for tax years beginning after December 31, 2021 to be capitalized and amortized ratably over five or fifteen years for tax purposes, depending on where the research activities are conducted. The Company has elected to treat global intangible low-taxed income ("GILTI") as a period cost and the additional capitalization of R&D costs within GILTI increases the Company's provision for income taxes.

In December 2021, the Organization for Economic Cooperation and Development ("OECD") published a framework for a new global minimum tax of 15% ("Pillar Two") on income arising in low-tax jurisdictions, and certain governments in countries where the Company operates have enacted local Pillar Two legislation, with an effective date from January 1, 2024. The Company currently does not expect Pillar Two to have a material impact on its provision for income taxes; however, any future changes in OECD guidance or interpretations could adversely impact the Company's initial assessment.

The Company uses a two-step approach to recognize and measure uncertain tax positions ("UTP"). The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained in audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement.

A reconciliation of the beginning and ending amount of gross unrecognized tax benefits (before the federal impact of state items) is as follows:

(in thousands)		
Balance at January 28, 2024	\$	36,548
Additions based on tax positions related to the current fiscal year		588,986
Decreases based on tax positions related to prior fiscal years		(33)(25)
Balance at July 28, 2024 and October 27, 2024	\$	37,103 37,509

Included in the balance of gross unrecognized tax benefits at July 28, 2024 October 27, 2024 and January 28, 2024 are \$14.8 million \$14.9 million and \$14.6 million, respectively, of net tax benefits (after the federal impact of state items), that, if recognized, would impact the effective tax rate, prior to consideration of any required valuation allowance. The Company believes that it is reasonably possible that its balance of gross unrecognized tax benefits may decrease by approximately \$16 million during the fourth quarter of fiscal year 2025 due to expiration of a statute of limitations.

The liability for UTP is reflected in the Balance Sheets as follows:

(in thousands)	(in thousands)	July 28, 2024	January 28, 2024	(in thousands)	October 27, 2024	January 28, 2024
Deferred tax assets - non-current						
Other long-term liabilities						
Total accrued taxes						

The Company's Company's policy is to include net interest and penalties related to unrecognized tax benefits in the "Provision (benefit) for income taxes" in the Statements of Operations.

Tax years prior to 2013 (the Company's Company's fiscal year 2014) are generally not subject to examination by the U.S. Internal Revenue Service except for items involving tax attributes that have been carried forward to tax years whose statute of limitations remains open. For state returns in the U.S., the Company is generally not subject to income tax examinations for calendar years prior to 2012 (the Company's Company's fiscal year 2013). The Company has a significant tax presence in Switzerland for which Swiss tax filings have been examined through fiscal year 2020. The Company is also subject to routine examinations by various foreign tax jurisdictions in which it operates. The Company believes that adequate provisions have been made for any adjustments that may result from tax examinations. However, the outcome of tax examinations cannot be predicted with certainty. If any issues addressed in the Company's Company's tax examinations are resolved in a manner not consistent with the Company's expectations, the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

The Company's Company's regional income or loss before taxes and equity method income or loss was as follows:

	Three Months Ended		Six Months Ended	Three Months Ended		Nine Months Ended	
(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023
Domestic							
Foreign							
Total							

Note 11: Leases

The Company has operating leases for real estate, vehicles, and office equipment, which are accounted for in accordance with ASC 842, "Leases." Real estate leases are used to secure office space for the Company's administrative, engineering, production support and manufacturing activities. The Company's leases have remaining lease terms of up to approximately eight years, some of which include options to extend the leases for up to five years, and some of which include options to terminate the leases within one year.

The components of lease expense were as follows:

	Three Months Ended		Three Months Ended	Six Months Ended		Three Months Ended	Nine Months Ended
(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023
Operating lease cost							
Short-term lease cost							
Sublease income							
Total lease cost							

Supplemental cash flow information related to leases was as follows:

	Six Months Ended		Nine Months Ended	
(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	October 27, 2024
Cash paid for amounts included in the measurement of lease liabilities				
Right-of-use assets obtained in exchange for new operating lease liabilities				

	July 28, October 27, 2024
Weighted-average remaining lease term—operating leases (in years)	5.1 4.9
Weighted-average discount rate on remaining lease payments—operating leases	7.0 %

Supplemental balance sheet information related to leases was as follows:

(in thousands)				
(in thousands)				
(in thousands)	July 28, 2024	January 28, 2024	October 27, 2024	January 28, 2024
Operating lease right-of-use assets in "Other assets"				
Operating lease liabilities in "Accrued liabilities"				
Operating lease liabilities in "Accrued liabilities"				

Operating lease liabilities in "Accrued liabilities"
Operating lease liabilities in "Other long-term liabilities"
Total operating lease liabilities

Maturities of lease liabilities as of July 28, 2024 October 27, 2024 are as follows:

(in thousands)
Fiscal Year Ending:
Fiscal Year Ending:
Fiscal Year Ending:
2025 (remaining six months)
2025 (remaining six months)
2025 (remaining six months)
2025 (remaining three months)
2025 (remaining three months)
2025 (remaining three months)
2026
2027
2028
2029
Thereafter
Total lease payments
Less: imputed interest
Total

Note 12: Commitments and Contingencies

Legal Matters

From time to time, the Company is involved in various claims, litigation, and other legal actions that are normal to the nature of its business, including with respect to intellectual property, contract, product liability, employment, and environmental matters. In accordance with ASC 450-20, "Loss Contingencies," the Company accrues an undiscounted liability for those contingencies where the incurrence of a loss is probable and the amount can be reasonably estimated. The Company also discloses the amount accrued and the amount of a reasonably possible loss in excess of the amount accrued, if material and if the amount can be reasonably estimated. The Company does not record liabilities when the likelihood that the liability has been incurred is probable but the amount cannot be reasonably estimated, or when the liability is believed to be only reasonably possible or remote. However, for liabilities that are reasonably possible but not probable, the Company discloses the amount of reasonably possible loss or range of reasonably possible loss, if material and if the amount can be reasonably estimated. The Company evaluates, at least quarterly, developments in its legal matters that could affect the amount of liability that has been previously accrued, and makes adjustments as appropriate. Significant judgment is required to determine both probability and the estimated amount. The Company may be unable to estimate a possible loss or range of possible loss due to various reasons, including, among others: (i) if the damages sought are indeterminate, (ii) if the proceedings are in early stages, (iii) if there is uncertainty as to the outcome of pending appeals, motions or settlements, (iv) if there are significant factual issues to be determined or resolved, and (v) if there are novel or unsettled legal theories presented. In such instances, there is considerable uncertainty regarding the ultimate resolution of such matters, including a possible eventual loss, if any.

Because the outcomes of litigation and other legal matters are inherently unpredictable, the Company's Company's evaluation of legal matters or proceedings often involves a series of complex assessments by management about future events and can rely heavily on estimates and assumptions. While the consequences of certain unresolved matters and proceedings are not presently determinable, and an estimate of the probable and reasonably possible loss or range of loss for such proceedings cannot be reasonably made, an adverse outcome from such proceedings could have a material adverse effect on the Company's Company's financial condition and results of operations in any given reporting period. In the opinion of management, after consulting with legal counsel, any ultimate liability related to current outstanding claims and lawsuits, individually or in the aggregate, is not expected to have a material adverse effect on the Company's Company's financial condition, results of operations or cash flows. However, legal matters are inherently unpredictable and subject to significant uncertainties, some of which are beyond the Company's Company's control.

As such, even though the Company intends to vigorously defend itself with respect to its legal matters, there can be no assurance that the final outcome of these matters will not materially and adversely affect the Company's Company's business, financial condition, operating results, or cash flows.

On June 14, 2022, Denso Corporation, and several of its affiliates (collectively "Denso"), filed a complaint against Sierra Wireless and several of its affiliates ("Sierra Entities") in the Superior Court of California, County of San Diego. Denso asserted eight causes of action, including claims for breach of express and implied warranties, equitable indemnification, negligent and intentional misrepresentation, unjust enrichment, promissory estoppel, and declaratory judgment, based on an alleged defect related to the GPS week number rollover date. Denso alleged that it incurred in excess of \$84 million in damages and costs to implement a firmware update provided by Sierra Entities' supplier in late 2018, before Sierra Wireless disposed of the automotive business, to address the alleged product defect. Denso filed an amended complaint on September 23, 2022, asserting essentially the same eight causes of action. After briefing on a demurrer and initial discovery, the parties' reached a settlement agreement on September 18, 2023 with payments to Denso to be made in four quarterly installments. The final installment payment was made in June 2024 and the case was dismissed with prejudice.

On March 25, 2022, Harman Becker Automotive Systems GmbH, and several of its affiliates (collectively "Harman"), filed a complaint against certain Sierra Entities in the District Court of Munich, Germany. Harman asserted claims that the Sierra Entities, in connection with the delivery of certain modules by the Sierra Entities, violated a frame supply agreement, a quality assurance agreement and the United Nations Convention on Contracts for the International Sales of Goods. Harman alleged that it incurred approximately \$16 million in damages and costs, the bulk of which amount related to settling with a customer that had to implement a firmware update provided by Sierra Entities' supplier in late 2018, before Sierra Wireless disposed of the automotive business, to address the alleged product defect. Since the case is at an early At this stage, at this time, the Company is

unable to form a conclusion as to the likelihood of an unfavorable outcome or an estimate of the amount or range of any possible loss resulting from the alleged claims. The Company intends to defend the claims vigorously.

Environmental Matters

The Company vacated a former facility in Newbury Park, California in 2002, but continues to address groundwater and soil contamination at the site. The Company's Company's efforts to address site conditions have been at the direction of the Los Angeles Regional Water Quality Control Board ("RWQCB"). In October 2013, an order was issued including a scope of proposed additional site work, monitoring, and remediation activities. The Company has been complying with RWQCB orders and direction, and continues to implement an approved remedial action plan addressing the soil, groundwater, and soil vapor at the site.

The Company has accrued liabilities where it is probable that a loss will be incurred and the cost or amount of loss can be reasonably estimated. Based on the latest determinations by the RWQCB and the most recent actions taken pursuant to the remedial action plan, the Company estimates the total range of probable loss to be between \$7.9 million and \$9.4 million. To date, the Company has made \$7.3 million \$7.5 million in payments towards the remedial action plan. As of July 28, 2024 October 27, 2024, the estimated range of probable loss remaining was between \$0.6 million \$0.4 million and \$2.1 million \$1.9 million. Given the uncertainties associated with environmental assessment and the remediation activities, the Company is unable to determine a best estimate within the range of loss. Therefore, the Company has recorded the minimum amount of probable loss and as of July 28, 2024 October 27, 2024, has a remaining accrual of \$0.6 million \$0.4 million related to this matter. These estimates could change as a result of changes in planned remedial actions, further actions from the regulatory agency, remediation technology, and other factors.

Indemnification

The Company has entered into agreements with its current and former executives and directors indemnifying them against certain liabilities incurred in connection with the performance of their duties. The Company's Company's Certificate of Incorporation and Bylaws also contain indemnification obligations with respect to the Company's Company's current directors and employees.

The Company is a party to a variety of agreements in the ordinary course of business under which the Company may be obligated to indemnify a third party with respect to certain matters. The impact on the Company's future financial results is not subject to reasonable estimation because considerable uncertainty exists as to the final outcome of any claims and whether claims will be made.

Product Warranties

The Company's Company's general warranty policy provides for repair or replacement of defective parts. In some cases, a refund of the purchase price is offered. In certain instances, the Company has agreed to other or additional warranty terms, including indemnification provisions.

The product warranty accrual reflects the Company's Company's best estimate of probable liability under its product warranties. The Company accrues for known warranty issues if a loss is probable and can be reasonably estimated, and accrues for estimated incurred but unidentified issues based on historical experience. Historically, warranty expense and the related accrual has been immaterial to the Company's Company's consolidated financial statements.

Licenses

Under certain license agreements, the Company is committed to make royalty payments based on the sales of products using certain technologies. The Company recognizes royalty obligations as determinable in accordance with agreement terms.

Deferred Compensation

The Company maintains a deferred compensation plan for certain officers and key executives that allows participants to defer a portion of their compensation for future distribution at various times permitted by the plan. This plan provides for a discretionary Company match up to a defined portion of the employee's deferral, with any match subject to a defined vesting schedule.

The Company's liability for the deferred compensation plan is presented below:

(in thousands)	(in thousands)	July 28, 2024	January 28, 2024	(in thousands)	October 27, 2024	January 28, 2024
Accrued liabilities						
Other long-term liabilities						
Total deferred compensation liabilities under this plan						

The Company has purchased whole life insurance on the lives of certain current deferred compensation plan participants. This corporate-owned life insurance is held in a grantor trust and is intended to cover a majority of the Company's costs of the deferred compensation plan.

The cash surrender value of the Company's corporate-owned life insurance is presented below:

(in thousands)	(in thousands)	July 28, 2024	January 28, 2024	(in thousands)	October 27, 2024	January 28, 2024
Other current assets						
Other assets						
Total cash surrender value of corporate-owned life insurance						

Note 13: Restructuring

The Company has undertaken structural reorganization actions to reduce its workforce as a result of cost-saving measures and internal resource alignment including from the realization of synergies of the Sierra Wireless Acquisition. The Company had restructuring charges of \$1.5 million \$0.7 million and \$3.8 million \$4.5 million in the three and six nine months ended July 28, 2024 October 27, 2024, respectively, compared to restructuring charges of \$9.8 million \$3.6 million and \$11.8 million \$15.5 million in the three and six nine months ended July 30, 2023 October 29, 2023, respectively. Restructuring related liabilities are included in "Accrued liabilities" in the Balance Sheets.

Restructuring activity is summarized as follows:

(in thousands)	(in thousands)	One-time employee termination benefits	Other restructuring	Total	(in thousands)	One-time employee termination benefits	Other restructuring	Total
Balance at January 28, 2024								
Charges								

Cash payments
Balance at July 28, 2024
Balance at October 27, 2024

Restructuring charges were included in the Statements of Operations as follows:

	Three Months Ended		Three Months Ended		Six Months Ended		Three Months Ended		Nine Months Ended	
(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	(in thousands)	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Cost of sales										
Restructuring										
Restructuring										
Restructuring										
Total restructuring charges										

Note 14: Concentration of Risk

The following significant customers accounted for at least 10% of the Company's net sales in one or more of the periods indicated:

	Three Months Ended		Three Months Ended		Six Months Ended		Three Months Ended		Nine Months Ended	
(percentage of net sales) ⁽¹⁾	(percentage of net sales) ⁽¹⁾	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	(percentage of net sales) ⁽¹⁾	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Frontek Technology Corporation (and affiliates)	Frontek Technology Corporation (and affiliates)	13%	*	13%	*	Frontek Technology Corporation (and affiliates)	13%	14%	13%	*
Trend-tek Technology Ltd. (and affiliates)	Trend-tek Technology Ltd. (and affiliates)	10%	*	10%	*	Trend-tek Technology Ltd. (and affiliates)	11%	*	11%	*

⁽¹⁾ In each period with an asterisk, the customer represented less than 10% of the Company's net sales.

The following table shows the customers that have an outstanding receivable balance that represents at least 10% of the Company's total net receivables as of one or more of the dates indicated:

(percentage of net receivables) ⁽¹⁾	July 28, 2024	January 28, 2024
Frontek Technology Corporation (and affiliates)	14%	15%
Trend-tek Technology Ltd (and affiliates)	12%	*
(percentage of net receivables) ⁽¹⁾	October 27, 2024	January 28, 2024
Trend-tek Technology Ltd (and affiliates)	14%	*
Frontek Technology Corporation (and affiliates)	*	15%

⁽¹⁾ In each period with an asterisk, the customer represented less than 10% of the Company's total net receivables.

Outside Subcontractors and Suppliers

The Company relies on a limited number of third-party subcontractors and suppliers for the supply of silicon wafers, chipsets and other electronic components, and for product manufacturing, packaging, testing and certain other tasks. Disruption or termination of supply sources or subcontractors have delayed and could in the future delay shipments and could have a material adverse effect on the Company. Although there are generally alternate sources for these materials and services, qualification of the alternate sources could cause delays sufficient to have a material adverse effect on the Company. A significant amount of the Company's third-party subcontractors and suppliers, including third-party foundries that supply silicon wafers, are located in the U.S., China, and Taiwan. A significant amount of the Company's assembly and test operations are conducted by third-party contractors in China, Malaysia, Mexico, Taiwan, and Vietnam.

Note 15: Segment Information

The Company's Chief Executive Officer functions as the chief operating decision maker ("CODM"). The CODM makes operating decisions and assesses performance based on the Company's major product lines, which represent its operating segments. The Company currently has three operating segments—Signal Integrity, Analog Mixed Signal and Wireless, and IoT Systems and Connectivity—that represent three separate reportable segments.

Prior to the fourth quarter of fiscal year 2024, the Company had four operating segments—Signal Integrity, Advanced Protection and Sensing, IoT Systems and IoT Connected Services. In the fourth quarter of fiscal year 2024, as a result of organizational restructuring, the wireless business, which was previously included in the former IoT Systems operating segment, and the software defined video over ethernet business, which was previously included in the Signal Integrity operating segment, were moved into the Analog Mixed Signal and Wireless operating segment, formerly the Advanced Protection and Sensing operating segment, which also includes the proximity sensing, power and protection businesses. In the first quarter of fiscal year 2025, as a result of organizational restructuring, the Company combined the IoT Systems operating segment and the IoT Connected Services operating segment into the newly formed IoT Systems and Connectivity operating segment. As a result of the reorganization, the Company has three reportable segments. All prior year information in the tables below has been revised retrospectively to reflect the change to the Company's reportable segments.

The Company's Company's assets are commingled among the various operating segments and the CODM does not use asset information in making operating decisions or assessing performance. Therefore, the Company has not included asset information by reportable segment in the segment disclosures below.

Net sales and gross profit by reportable segment were as follows:

	Three Months Ended					Three Months Ended					Six Months Ended								Three Months Ended																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
(in thousands)	(in thousands)	July 28, 2024		July 30, 2023		July 28, 2024		July 30, 2023	(in thousands)	October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023		October 27, 2024		October 29, 2023

Gross profit:

Signal Integrity
Signal Integrity
Signal Integrity
Analog Mixed Signal and Wireless
Analog Mixed Signal and Wireless
Analog Mixed Signal and Wireless
IoT Systems and Connectivity
IoT Systems and Connectivity
IoT Systems and Connectivity
Unallocated costs, including share-based compensation and amortization of acquired technology
Unallocated costs, including share-based compensation and amortization of acquired technology
Unallocated costs, including share-based compensation and amortization of acquired technology
Total gross profit
Total gross profit
Total gross profit

Geographic Information

Net sales activity by geographic region was as follows:

(percentage of total net sales)	(percentage of total net sales)	Three Months Ended		Six Months Ended		Three Months Ended		Nine Months Ended	
		July 28, 2024		July 30, 2023		October 27, 2024		October 29, 2023	
		July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Asia-Pacific	Asia-Pacific	65%	62%	64%	57%	Asia-Pacific	63%	59%	64%
North America	North America	21%	24%	22%	28%	North America	23%	26%	22%
Europe	Europe	14%	14%	15%	15%	Europe	14%	15%	15%
100%									

The Company attributes sales to a country based on the ship-to address. The table below summarizes sales activity to geographies that represented greater than 10% of total sales for at least one of the periods presented:

(percentage of total net sales)	(percentage of total net sales)	Three Months Ended		Six Months Ended		Three Months Ended		Nine Months Ended	
		July 28, 2024		July 30, 2023		October 27, 2024		October 29, 2023	
		July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
China (including Hong Kong)	China (including Hong Kong)	45%	29%	44%	27%	China (including Hong Kong)	44%	39%	44%
United States	United States	20%	23%	20%	25%	United States	21%	22%	21%

Although a large percentage of the Company's products is shipped into the Asia-Pacific region, a significant number of products produced by these customers and incorporating the Company's semiconductor products are then sold outside this region.

Sales by Revenue Type

Net sales by revenue type were as follows:

(in thousands)	(in thousands)	Three Months Ended		Three Months Ended		Six Months Ended		Three Months Ended	
		July 28, 2024		July 30, 2023		October 27, 2024		October 29, 2023	
		July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Net sales:									
Product sales	Product sales								
Service revenue	Service revenue								
Total net sales	Total net sales								
Total net sales	Total net sales								
Total net sales	Total net sales								

Note 16: Stock Repurchase Program

The Company maintains a stock repurchase program that was initially approved by its board of directors (the "Board of Directors") in March 2008. The stock repurchase program does not have an expiration date and the Board of Directors has authorized expansion of the program over the years. On March 11, 2021, the Board of Directors approved the expansion of the stock repurchase program by an additional \$350.0 million. There was no activity under the stock repurchase program during the three and ~~six~~ **nine** months ended **July 28, 2024** **October 27, 2024** and **July 30, 2023** **October 29, 2023**. As of **July 28, 2024** **October 27, 2024**, the remaining authorization under the program was \$209.4 million. Under the program, the Company may repurchase its common stock at any time or from time to time, without prior notice, subject to market conditions and other considerations. The **Company's** **Company's** repurchases may be made through Rule 10b5-1 and/or Rule 10b-18 or other trading plans, open market purchases, privately negotiated transactions, block purchases or other transactions. To the extent the Company repurchases any shares of its common stock under the program in the future, the Company expects to fund such repurchases from cash on hand and borrowings on its Revolving Credit Facility. The Company has no obligation to repurchase any shares under the program and may suspend or discontinue it at any time.

Note 17: Derivatives and Hedging Activities

The Company is exposed to certain risks arising from both its business operations and economic conditions and principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company, on a routine basis and in the normal course of business, experiences expenses denominated in Swiss Franc ("CHF"), Canadian Dollar ("CAD") and Great British Pound ("GBP"). Such expenses expose the Company to exchange rate fluctuations between these foreign currencies and the U.S. Dollar ("USD"). The Company occasionally uses derivative financial instruments, in the form of forward contracts, to mitigate a portion of the risk associated with adverse movements in these foreign currency exchange rates during a twelve-month window. Currency forward contracts involve fixing the exchange rate for delivery of a

specified amount of foreign currency on a specified date. The Company's accounting treatment for these instruments is based on whether or not the instruments are designated as a hedging instrument. The Company applied hedge accounting to all foreign currency derivatives and designated these hedges as cash flow hedges.

The Company's foreign currency forward contracts had the following outstanding balances:

			July 28, 2024		January 28, 2024										
			October 27, 2024		January 28, 2024										
(in thousands, except number of instruments)	(in thousands, except number of instruments)	Number of Instruments	Sell Notional Value	Buy Notional Value	Number of Instruments	Sell Notional Value	Buy Notional Value	(in thousands, except number of instruments)	Number of Instruments	Sell Notional Value	Buy Notional Value	Number of Instruments	Sell Notional Value	Buy Notional Value	
Sell USD/Buy CAD Forward Contract															
Total															
Total															
Total															

These foreign currency forward contracts were designated as cash flows hedges and the unrealized gains or losses, net of tax, were recorded as a component of "Accumulated other comprehensive income or loss, net" ("AOCI") in the Balance Sheets. The effective portions of the cash flow hedges were recorded in AOCI until the hedged items were recognized in either "Selling, general and administrative expense" or "Product development and engineering expense" in the Statements of Operations once the foreign exchange contract matured, offsetting the underlying hedged expenses. Any ineffective portions of the cash flow hedges were recorded in "Non-operating income, net" in the Statements of Operations. The Company presents its derivative assets and liabilities at their gross fair values in the Balance Sheets.

In the first quarter of fiscal year 2024, the Company entered into an interest rate swap agreement with a 2.75 year term to hedge the variability of interest payments on \$150.0 million of debt outstanding on the Term Loans at a Term SOFR rate of 3.58%, plus a variable margin and spread based on the Company's consolidated leverage ratio.

In the fourth quarter of fiscal year 2023, the Company entered into an interest rate swap agreement with a 5 year term to hedge the variability of interest payments on \$450.0 million of debt outstanding on the Term Loans at a Term SOFR rate of 3.44%, plus a variable margin and spread based on the Company's consolidated leverage ratio.

The interest rate swap agreements have been designated as cash flow hedges and unrealized gains or losses, net of income tax, are recorded as a component of AOCI in the Balance Sheets. As the various settlements are made on a monthly basis, the realized gain or loss on the settlements are recorded in "Interest expense" in the Statements of Operations. The interest rate swap agreements resulted in a realized gain of \$2.6 million for the three months ended October 27, 2024, compared to a realized gain of \$2.8 million for the three months ended July 28, 2024, compared to a realized gain of \$2.4 million for the three months ended July 30, 2023 October 29, 2023. The interest rate swap agreements resulted in a realized gain of \$5.6 \$8.2 million for the six nine months ended July 28, 2024 October 27, 2024, compared to a realized gain of \$4.6 \$7.4 million for the six nine months ended July 30, 2023 October 29, 2023.

The fair values of the Company's instruments that qualify as cash flow hedges in the Balance Sheets were as follows:

(in thousands)	(in thousands)	July 28, 2024	January 28, 2024	(in thousands)	October 27, 2024	January 28, 2024
Interest rate swap agreement						
Foreign currency forward contracts						
Total other current assets						
Interest rate swap agreement						
Interest rate swap agreement						
Interest rate swap agreement						
Total other long-term assets						
Foreign currency forward contracts						
Foreign currency forward contracts						
Foreign currency forward contracts						
Total accrued liabilities						
Total accrued liabilities						
Total accrued liabilities						
Interest rate swap agreement						
Interest rate swap agreement						
Interest rate swap agreement						
Total other long-term liabilities						

During fiscal year 2021, the Company entered into an economic hedge program that used total return swap contracts to hedge the market risk associated with the unfunded portion of the Company's deferred compensation liability. The total return swap contracts generally had a duration of one month and were rebalanced and re-hedged at the end of each monthly term. While the total return swap contracts were treated as economic hedges, the Company did not designate them as hedges for accounting purposes. The total return swap contracts were measured at fair value and recognized in the Balance Sheets in "Accrued Liabilities" if the instruments were in a loss position and in "Other Current Assets" if the instruments were in a gain position. Unrealized gains and losses, as well as realized gains and losses for settlements, on the total return swap contracts were recognized in

"Selling, general and administrative expenses" in the Statements of Operations. The total return swap contracts, which matured during fiscal year 2024, resulted in net gains/loss recognized in earnings of \$0.3/\$0.9 million and \$0.2/\$0.7 million for the three and six/nine months ended July 30, 2023/October 29, 2023, respectively.

ITEM 2. Management's Management's Discussion and Analysis of Financial Condition and Results of Operations

The following "Management's Discussion and Analysis of Financial Condition and Results of Operations" should be read in conjunction with our interim unaudited condensed consolidated financial statements and the accompanying notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q (this "Quarterly Report") and "Special Note Regarding Forward-Looking and Cautionary Statements" in this Quarterly Report as well as "Risk Factors" "Risk Factors" included in our Annual Report on Form 10-K for the fiscal year ended January 28, 2024 filed with the Securities and Exchange Commission (the "SEC" "SEC") on March 28, 2024.

Our interim unaudited condensed consolidated balance sheets are referred to herein as the "Balance Sheets" and interim unaudited condensed consolidated statements of operations are referred to herein as the "Statements of Operations." Amounts and percentages may not add precisely due to rounding.

Overview

Semtech Corporation (together with its consolidated subsidiaries, the "Company," "we," "our" or "us") is a high-performance, semiconductor, Internet of Things ("IoT") systems and cloud connectivity service provider. We have three operating segments—Signal Integrity, Analog Mixed Signal and Wireless, and IoT Systems and Connectivity—that represent three separate reportable segments. Prior to the fourth quarter of fiscal year 2024, the Company had four operating segments—Signal Integrity, Advanced Protection and Sensing, IoT Systems and IoT Connected Services. In the fourth quarter of fiscal year 2024, as a result of organizational restructuring, the wireless business, which was previously included in the former IoT Systems operating segment, and the software defined video over ethernet business, which was previously included in the Signal Integrity operating segment, were moved into the Analog Mixed Signal and Wireless operating segment, formerly the Advanced Protection and Sensing operating segment, which also includes the proximity sensing, power and protection businesses. In the first quarter of fiscal year 2025, as a result of organizational restructuring, the Company combined the IoT Systems operating segment and the IoT Connected Services operating segment into the newly formed IoT Systems and Connectivity operating segment. As a result of the reorganization, the Company has three reportable segments. All prior year information in the tables below has been revised retrospectively to reflect the change to the Company's reportable segments. See Part I, Item 1, Note 15, Segment Information, to our interim unaudited condensed consolidated financial statements for additional information on our reportable segments.

Signal Integrity. We design, develop, manufacture and market a portfolio of optical and copper data communications and video transport products used in a wide variety of infrastructure and industrial applications. Our comprehensive portfolio includes integrated circuits ("ICs") for data centers, enterprise networks, passive optical networks ("PON"), and wireless base station optical transceivers. Our high-speed interfaces range from 100Mbps to 1.6Tbps and support key industry standards such as Fibre Channel, InfiniBand, Ethernet, PON and synchronous optical networks. Our video products offer advanced solutions for next generation high-definition broadcast applications.

Analog Mixed Signal and Wireless. We design, develop, manufacture and market high-performance protection devices, which are often referred to as transient voltage suppressors ("TVS") and specialized sensing products. TVS devices provide protection for electronic systems where voltage spikes (called transients), such as electrostatic discharge, electrical over stress or secondary lightning surge energy, can permanently damage sensitive ICs. Our portfolio of protection solutions include filter and termination devices that are integrated with the TVS device. Our products provide robust protection while preserving signal integrity in high-speed communications, networking and video interfaces. These products also operate at very low voltage. Our protection products can be found in a broad range of applications including smart phones, LCD and organic light-emitting diode TVs and displays, set-top boxes, monitors and displays, tablets, computers, notebooks, base stations, routers, automobile and industrial systems. Our unique sensing technology enables proximity sensing and advanced user interface solutions for our mobile and consumer products. We also design, develop, manufacture and market a portfolio of specialized radio frequency products used in a wide variety of industrial, medical and communications applications. Our wireless products, which include our LoRa® devices and wireless radio frequency technology ("LoRa Technology"), feature industry leading and longest range industrial, scientific and medical radio, enabling a lower total cost of ownership and increased reliability. These features make these products particularly suitable for machine-to-machine and IoT applications. We also design, develop, and market power product devices that control, alter, regulate, and condition the power within electronic systems focused on the LoRa and IoT infrastructure segment. The highest volume product types within this category are switching voltage regulators, combination switching and linear regulators, smart regulators, isolated switches, and wireless charging. Our video products offer advanced solutions for highly differentiated audio video-over-IP technology for professional audio video applications.

IoT Systems and Connectivity. We design, develop, operate and market a comprehensive product portfolio of IoT solutions that enable businesses to connect and manage their devices, collect and analyze data, and improve decision-making. The portfolio includes a wide range of modules, gateways, routers, and connected services that are designed to meet the specific needs of different industries and applications. Our modules are available in a variety of form factors and connectivity options, including LTE-M, NB-IoT and 5G, and can be integrated into an array of devices and systems. Our gateways and routers are designed to provide reliable and secure connectivity for IoT devices, while our connected services enable businesses to manage devices and connectivity so businesses can navigate the complex IoT landscape and realize the full potential of connected devices. We also

design, develop, operate and market a portfolio of connected services used in a wide variety of industrial, medical and communications applications. Our connected services include wireless connectivity and cloud-based services for customers to deploy, connect, and operate their end applications. Our services have been purpose-built for IoT applications and include features such as SIM and subscription management, device and data management, geolocation support, as well as reporting and alerting that can be configured or tailored to a variety of IoT use cases.

Our net sales by reportable segment were as follows:

	Three Months Ended	Six Months Ended	Three Months Ended		Nine Months Ended			
(in thousands)	(in thousands)			July 30, 2023	(in thousands)	October 29, 2023	October 27, 2024	October 29, 2023
	July 28, 2024	July 30, 2023	July 28, 2024		October 27, 2024			
Signal Integrity								
Analog Mixed Signal and Wireless								
IoT Systems and Connectivity								

We design, develop, manufacture and market a wide range of products for commercial applications, the majority of which are sold into the infrastructure, high-end consumer and industrial end markets.

Infrastructure: data centers, PON, base stations, optical networks, servers, carrier networks, switches and routers, cable modems, wireless local area network and other communication infrastructure equipment.

High-End Consumer: smartphones, tablets, wearables, desktops, notebooks, and other handheld products, wireless charging, set-top boxes, digital televisions, monitors and displays, digital video recorders and other consumer equipment.

Industrial: IoT applications, analog and digital video broadcast equipment, video-over-IP solutions, automated meter reading, smart grid, wireless charging, medical, security systems, automotive, industrial and home automation and other industrial equipment.

Our end customers for our silicon solutions are primarily original equipment manufacturers that produce and sell technology solutions. Our IoT module, router, gateways gateway (together "IoT Hardware") and managed connectivity solutions ship to IoT device makers and enterprises to provide IoT connectivity to end devices.

Recent Developments

Leadership Changes

Effective June 6, 2024, our board of directors (the "Board" or "Board of Directors") appointed Hong Q. Hou, a current member of our Board, to serve as our President and Chief Executive Officer. Mr. Hou succeeded Paul Pickle as our President and Chief Executive Officer on such date.

Convertible Note Exchange

On July 11, 2024 and July 15, 2024, we entered into separate, privately negotiated exchange agreements (the "Exchange Agreements" "Exchange Agreements") with certain holders of our 4.00% Convertible Senior Notes due 2028 (the "2028 Notes" "2028 Notes"). Pursuant to the Exchange Agreements, on July 24, 2024 certain holders exchanged with us approximately \$188.1 million in aggregate principal amount of the 2028 Notes held by them for an aggregate of 10,378,431 shares of our common stock, which number of shares was determined over an averaging period that commenced on July 12, 2024. We accounted for these exchange transactions as a partial debt extinguishment and recognized a loss on extinguishment of debt equal to the difference between the fair value of our common stock delivered to certain holders of the 2028 Notes and the carrying value of the outstanding debt, accrued interest and third-party fees related to the Exchange Agreements. In the three and six nine months ended July 28, 2024 October 27, 2024, in connection with the exchange transactions, we recognized \$144.7 million of loss included in "Loss on extinguishment of debt" in the Statements of Operations and \$5.5 million of loss resulting from the write-off of deferred financing costs included in "Interest expense" in the Statements of Operations.

Impact of Macroeconomic Conditions

In recent periods, macroeconomic factors such as market volatility, inflationary pressures, elevated interest rates, geopolitical tensions and recessionary concerns have caused uncertainty in end customer demand, which resulted in elevated channel inventories. We believe that we can continue to take appropriate actions to align our inventory levels with anticipated customer demand profiles.

Factors Affecting Our Performance

Most of our sales to customers are made on the basis of individual customer purchase orders and many customers include cancellation provisions in their purchase orders. We rely on orders received and shipped within the same quarter for a meaningful portion of our sales. Net sales made through independent distributors during the second third quarters of fiscal years 2025 and 2024 were 74% and 64%, respectively, each 72% of net sales and the remainder were made directly to customers. The higher percentage of distributor sales in the second quarter of fiscal year 2025 was primarily due to product mix as certain of our products are shipped in higher volume to distributors.

We are a global business with customers and suppliers around the world. A significant amount of our third-party subcontractors and suppliers, including third-party foundries that supply silicon wafers, are located outside the United States, including China and Taiwan. A significant amount of our assembly and test operations are conducted by third-party contractors located outside the United States, including China, Malaysia, Mexico, Taiwan and Vietnam. Net sales outside the United States constituted 80%

79% and 77% 78% during the second third quarters of fiscal years 2025 and 2024, respectively. Approximately 65% 63% and 62% 59% of our net sales during the second third quarters of fiscal years 2025 and 2024, respectively, were to customers located in the Asia-Pacific region. We are subject to export restrictions and trade regulations, which have limited our ability to sell to certain customers in certain regions.

We use several metrics as indicators of future potential growth. The indicators that we believe best correlate to potential future sales growth are design wins and new product releases. There are many factors that may cause a design win or new product release to not result in sales, including a customer's decision not to go to system production, a change in a customer's customer's perspective regarding a product's product's value or a customer's customer's product failing in the end market. As a result, although a design win or new product introduction is an important step towards generating future sales, it does not necessarily result in us being awarded business or receiving a purchase commitment.

Inflationary factors have in the past affected, and could continue to affect, our future performance if we are unable to pass higher costs on to our customers.

Results of Operations

The following table sets forth, for the periods indicated, our Statements of Operations expressed as a percentage of net sales.

	July 28, 2024
	July 28, 2024
	July 28, 2024
	October 27, 2024
	October 27, 2024

Net sales

Net sales

Net sales

Cost of sales

Cost of sales

Cost of sales

Amortization of acquired technology

Amortization of acquired technology

Amortization of acquired technology

Total cost of sales

Total cost of sales

Total cost of sales

Gross profit**Gross profit****Gross profit****Operating expenses, net:****Operating expenses, net:****Operating expenses, net:**

Product development and engineering

Product development and engineering

Product development and engineering

Selling, general and administrative

Selling, general and administrative

Selling, general and administrative

Product development and engineering

Product development and engineering

Product development and engineering

Intangible amortization

Intangible amortization

Intangible amortization

Restructuring

Restructuring

Restructuring

Goodwill impairment

Goodwill impairment

Goodwill impairment

Total operating expenses, net

Total operating expenses, net

Total operating expenses, net

Operating income (loss)**Operating income (loss)****Operating income (loss)**

Interest expense

Interest expense

Interest expense

Interest income

Interest income

Interest income

Loss on extinguishment of debt

Loss on extinguishment of debt

Loss on extinguishment of debt
Non-operating expense, net
Non-operating expense, net
Non-operating expense, net
Non-operating (expense) income, net
Non-operating (expense) income, net
Non-operating (expense) income, net
Investment impairments and credit loss reserves, net
Investment impairments and credit loss reserves, net
Investment impairments and credit loss reserves, net
Loss before taxes and equity method (loss) income
Loss before taxes and equity method (loss) income
Loss before taxes and equity method (loss) income
Provision for income taxes
Provision for income taxes
Provision for income taxes
Provision (benefit) for income taxes
Provision (benefit) for income taxes
Provision (benefit) for income taxes
Net loss before equity method (loss) income
Net loss before equity method (loss) income
Net loss before equity method (loss) income
Equity method (loss) income
Equity method (loss) income
Equity method (loss) income
Net loss
Net loss
Net loss
Net loss attributable to noncontrolling interest
Net loss attributable to noncontrolling interest
Net loss attributable to noncontrolling interest
Net loss attributable to common stockholders
Net loss attributable to common stockholders
Net loss attributable to common stockholders

Percentages may not add precisely due to rounding.

Percentages may not add precisely due to rounding.

Percentages may not add precisely due to rounding.

Our regional mix of loss before taxes and equity method (loss) income was as follows:

	Three Months Ended		Six Months Ended	Three Months Ended		Nine Months Ended				
(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	July 28, 2024	July 30, 2023	(in thousands)	October 27, 2024	October 29, 2023	October 27, 2024	October 29, 2023
Domestic										
Foreign										
Total										

Domestic performance includes higher levels of share-based compensation compared to foreign operations.

Comparison of the Three Months Ended July 28, 2024 October 27, 2024 and July 30, 2023 October 29, 2023

Net Sales

The following table summarizes our net sales by major end markets:

	Three Months Ended
	July 28, 2024

	July 28, 2024
	July 28, 2024
	October 27, 2024
	October 27, 2024
	October 27, 2024

(in thousands, except percentages)

(in thousands, except percentages)

				% Net			% Net			% Net			% Net			% Net		
(in thousands, except percentages)		Net Sales		Sales	Net Sales		Sales	Change	Net Sales		Sales		Net Sales		Sales		Change	
Infrastructure	Infrastructure	\$ 52,942	25	25 %	\$ 42,369	18	18 %	25 %	Infrastructure	\$ 65,801	28	28 %	\$ 43,191	21	21 %		52 %	
High-End	High-End								High-End									
Consumer	Consumer	37,080	17	17 %	34,016	14	14 %	9 %	Consumer	40,019	17	17 %	37,553	19	19 %		7 %	
Industrial	Industrial	125,333	58	58 %	161,987	68	68 %	(23)%	Industrial	131,005	55	55 %	120,155	60	60 %		9 %	
Total	Total	\$215,355	100	100 %	\$238,372	100	100 %	(10)%	Total	\$236,825	100	100 %	\$200,899	100	100 %		18 %	

Net sales in the **second third** quarter of fiscal year 2025 were **\$215.4 million** **\$236.8 million**, a decrease an increase of **9.7%** **17.9%** compared to **\$238.4 million** **\$200.9 million** in the **second third** quarter of fiscal year 2024, which was primarily driven by **lower higher** net sales from our **industrial end market** related to decreased sales volume and pricing pressures, **offset by higher net sales in our infrastructure and high-end consumer industrial end markets** due to stronger **demand, demand and increased sales volume**. Net sales from our infrastructure end market increased **\$10.6 million** **\$22.6 million** in the **second third** quarter of fiscal year 2025 compared to the **second third** quarter of fiscal year 2024, primarily driven by a **\$7.3 million** **\$18.8 million** increase in data center sales and a **\$6.7 million** **\$4.5 million** increase in **PON telecommunications** sales, partially offset by a **\$2.9 million** **\$0.7 million** decrease in TVS infrastructure and other product sales. Net sales from our industrial end market increased **\$10.9 million** in the third quarter of fiscal year 2025 compared to the **third quarter** of fiscal year 2024, primarily driven by a **\$14.8 million** increase in LoRa-enabled sales in industrial applications, partially offset by a **\$1.4 million** decrease in IoT Hardware sales. Net sales from our high-end consumer end market increased **\$3.1 million** **\$2.5 million** in the **second third** quarter of fiscal year 2025 compared to the **second third** quarter of fiscal year 2024, primarily driven by an increase in TVS consumer product sales. Net sales from our industrial end market decreased **\$36.7 million** in the second quarter of fiscal year 2025 compared to the second quarter of fiscal year 2024, primarily driven by a **\$43.3 million** decrease in module sales, a **\$2.8 million** decrease in router sales and a **\$1.5 million** decrease in TVS industrial product sales, partially offset by a **\$12.0 million** increase in LoRa-enabled sales in industrial applications.

The following table summarizes our net sales by reportable segment:

	Three Months Ended
	July 28, 2024
	July 28, 2024
	July 28, 2024
	October 27, 2024
	October 27, 2024
	October 27, 2024

(in thousands, except percentages)

(in thousands, except percentages)

(in thousands, except percentages)		Net Sales		% Net Sales	Net Sales		% Net Sales	Change	Net Sales		% Net Sales		Net Sales		% Net Sales		Change		
Signal Integrity	Signal Integrity	\$ 59,434	28	28 %	\$ 46,126	19	19 %	29 %	Signal Integrity	\$ 71,509	30	30 %	\$ 47,185	23	23 %	52 %			
Analog Mixed	Analog Mixed								Analog Mixed										
Signal and	Signal and								Signal and										
Wireless	Wireless	79,311	37	37 %	69,989	29	29 %	13 %	Wireless	82,829	35	35 %	70,233	35	35 %	18 %			
IoT Systems and	IoT Systems and								IoT Systems and										
Connectivity	Connectivity	76,610	35	35 %	122,257	52	52 %	(37)%	Connectivity	82,487	35	35 %	83,481	42	42 %	(1)%			
Total	Total	\$215,355	100	100 %	\$238,372	100	100 %	(10)%	Total	\$236,825	100	100 %	\$200,899	100	100 %	18 %			

Net sales in the **second third** quarter of fiscal year 2025, as compared to the **second third** quarter of fiscal year 2024, were impacted by **softer demand in the IoT Systems and Connectivity** reportable segment, which contributed to lower sales volume and pricing pressures, but benefited from stronger demand and increased sales volumes in the **Signal Integrity and Analog Mixed Signal and Wireless** reportable segments. Net sales from **Signal Integrity** increased **\$13.3 million** **\$24.3 million** in the **second third** quarter of fiscal year 2025 compared to the **second third** quarter of fiscal year 2024, primarily driven by a **\$7.3 million** **\$18.8 million** increase in data center sales, and a **\$6.7 million** **\$4.5 million** increase in **PON sales**, partially offset by a **\$0.5 million** decrease in **wireless telecommunications** sales and a **\$0.5 million** decrease **\$1.2 million** increase in broadcast sales. Net sales from **Analog Mixed Signal and Wireless** increased **\$9.3 million** **\$12.6 million** in the **second third** quarter of fiscal year 2025 compared to the **second third** quarter of fiscal year 2024, primarily driven by a **\$10.3 million** **\$13.5 million** increase in LoRa-enabled product sales, partially offset by a **\$1.0 million** decrease in Pro-AV product sales. Net sales from **IoT Systems and Connectivity** decreased **\$45.6 million** **\$1.0 million** in the **second third** quarter of fiscal year 2025 compared to the **second third** quarter of fiscal year 2024 primarily driven by a **\$43.3 million** **\$1.4 million** decrease in **module sales** and a **\$2.8 million** decrease in router sales, partially offset by a **\$0.9 million** increase in managed connectivity **IoT Hardware** sales.

Gross Profit

The following table summarizes our gross profit and gross margin by reportable segment:

		Three Months Ended									
		July 28, 2024					July 30, 2023				
		October 27, 2024					October 29, 2023				
(in thousands, except percentages)	(in thousands, except percentages)	Gross Profit		Gross Margin		Gross Profit		Gross Margin		Gross Profit	
Signal Integrity	Signal Integrity	\$ 36,768	61.9	61.9 %		\$ 27,606	59.8	59.8 %		\$ 24,368	51.6
Analog Mixed Signal and Wireless	Analog Mixed Signal and Wireless	45,399	57.2	57.2 %		43,123	61.6	61.6 %		35,469	50.5
IoT Systems and Connectivity	IoT Systems and Connectivity	27,111	35.4	35.4 %		47,349	38.7	38.7 %		42,469	50.9
Unallocated costs, including share-based compensation and amortization of acquired technology											
Total	Total	\$105,464	49.0	49.0 %		\$100,728	42.3	42.3 %		\$92,966	46.3

In the **second third** quarter of fiscal year 2025, gross profit increased **\$4.7 million** **\$28.0 million** to **\$105.5 million** **\$121.0 million** from **\$100.7 million** **\$93.0 million** in the **second third** quarter of fiscal year 2024. This increase was primarily driven by a **\$9.2 million** **\$20.8 million** increase from Signal Integrity, which experienced higher sales led by data center and 10G PON due to stronger demand, **offset a \$11.9 million increase from Analog Mixed Signal and Wireless, which experienced higher sales led by pricing pressures, LoRa-enabled product due to stronger demand, a \$8.3 million** **\$7.7 million** decrease in the amortization of acquired technology intangible assets related to the acquisition of all of the issued and outstanding common shares of Sierra Wireless, Inc. on January 12, 2023 (the "Sierra Wireless Acquisition") due to impairments in the fourth quarter of fiscal year 2024, **a \$3.3 million decrease in amortization of inventory step-up due to the finalization of measurement period adjustments in the second quarter of fiscal year 2024 related to the Sierra Wireless Acquisition, a \$2.7 million decrease for transaction and integration costs related to the Sierra Wireless Acquisition, and a \$2.3 million increase from Analog Mixed Signal and Wireless, which experienced higher sales led by LoRa-enabled product due to stronger demand, offset by pricing pressures, partially offset by a \$20.2 million** **\$8.6 million** decrease from IoT Systems and Connectivity due to lower module and router sales primarily driven by soft demand causing decreased sales volume and pricing pressures. **royalty expense recoveries in the third quarter of fiscal year 2024.**

Our gross margin was **49.0%** **51.1%** in the **second third** quarter of fiscal year 2025, compared to **42.3%** **46.3%** in the **second third** quarter of fiscal year 2024. Gross margin for our Signal Integrity segment was **61.9%** **63.1%** in the **second third** quarter of fiscal year 2025, compared to **59.8%** **51.6%** in the **second third** quarter of fiscal year 2024, primarily due to higher volume reducing overhead. Gross margin for our Analog Mixed Signal and Wireless segment was 57.2% in the **second third** quarter of fiscal year 2025, compared to **61.6%** **50.5%** in the **second third** quarter of fiscal year 2024, primarily due to **unfavorable product mix, partially offset by higher overhead absorption. absorption and favorable product mix.** Gross margin for our IoT Systems and Connectivity segment was **35.4%** **41.0%** in the **second third** quarter of fiscal year 2025, compared to **38.7%** **50.9%** in the **second third** quarter of fiscal year 2024, primarily due to **pricing pressures. royalty expense recoveries in the third quarter of fiscal year 2024.**

Operating Expenses, net

The following table summarizes our operating expenses, net:

	Three Months Ended						
(in thousands, except percentages)	July 28, 2024			July 30, 2023		Change	
Selling, general and administrative	\$	55,789	57 %	\$	59,579	15 %	(6)%
Product development and engineering		40,084	41 %		47,433	12 %	(15)%
Intangible amortization		282	— %		4,871	1 %	(94)%
Restructuring		1,541	2 %		9,399	2 %	(84)%

Goodwill impairment	—	— %	279,555	70 %	(100)%
Total operating expenses, net	\$ 97,696	100 %	\$ 400,837	100 %	(76)%

Selling, General and Administrative Expenses

Selling, general and administrative expenses decreased \$3.8 million in the second quarter of fiscal year 2025 compared to the second quarter of fiscal year 2024 primarily as a result of a \$5.8 million decrease in transaction and integration costs primarily related to the Sierra Wireless Acquisition and \$1.0 million lower net staffing-related costs, which reflects lower headcount due to recent restructuring, offset by an increase in share-based compensation, partially offset by \$1.8 million higher depreciation and a \$0.8 million increase in facilities expenses.

	Three Months Ended				
(in thousands, except percentages)	October 27, 2024		October 29, 2023		Change
Product development and engineering	\$ 42,563	41 %	\$ 46,911	45 %	(9)%
Selling, general and administrative	59,777	58 %	47,663	45 %	25 %
Intangible amortization	148	— %	4,853	5 %	(97)%
Restructuring	695	1 %	3,646	3 %	(81)%
Goodwill impairment	—	— %	2,266	2 %	(100)%
Total operating expenses, net	\$ 103,183	100 %	\$ 105,339	100 %	(2)%

Product Development and Engineering Expenses

Product development and engineering expenses decreased \$7.3 million \$4.3 million in the second third quarter of fiscal year 2025 compared to the second third quarter of fiscal year 2024 primarily as a result of a \$6.3 million net decrease in staffing-related costs due to lower headcount and a \$2.1 million decrease in new product introduction expenses and a \$0.5 million decrease in facilities expenses, partially offset by a \$1.4 million \$2.5 million net increase in depreciation, staffing-related costs, which reflects higher supplemental compensation. The levels of product development and engineering expenses reported in a fiscal period can be significantly impacted, and therefore experience period over period volatility, by the number of new product tape-outs and by the timing of recoveries from non-recurring engineering services, which are typically recorded as a reduction to product development and engineering expense.

Intangible Amortization Selling, General and Administrative Expenses

Intangible amortization decreased by \$4.6 million Selling, general and administrative expenses increased \$12.1 million in the second third quarter of fiscal year 2025 compared to the second third quarter of fiscal year 2024 primarily as a result of a \$13.9 million net increase in staffing-related costs, which reflects higher share-based and supplemental compensation, a \$0.8 million increase in litigation expenses, and a \$0.5 million increase in depreciation, partially offset by a decrease of \$2.7 million in transaction and integration costs primarily related to the Sierra Wireless Acquisition.

Intangible Amortization

Intangible amortization decreased by \$4.7 million in the third quarter of fiscal year 2025 compared to the third quarter of fiscal year 2024 due to impairment of intangible assets acquired in the Sierra Wireless Acquisition related to customer relationships and trade name in the fourth quarter of fiscal year 2024. The amortization of acquired technology intangible assets is reflected in cost of sales.

Restructuring

Restructuring decreased by \$7.9 million \$3.0 million in the second third quarter of fiscal year 2025 compared to the second third quarter of fiscal year 2024 due to the structural reorganization actions primarily in the prior year period to reduce our workforce as a result of cost-saving measures and internal resource alignment including from the realization of synergies of the Sierra Wireless Acquisition.

Goodwill Impairment

There was no goodwill impairment in the second third quarter of fiscal year 2025 compared to \$279.6 million \$2.3 million of goodwill impairment in the second third quarter of fiscal year 2024 due to valuation adjustments of goodwill related to the Sierra Wireless Acquisition. See Note 8, Goodwill and Intangible Assets, to our interim unaudited condensed consolidated financial statements for additional information.

Interest Expense

Interest expense, including amortization and a write-off of deferred financing costs, was \$28.6 million \$20.8 million and \$24.2 million \$28.3 million for the second third quarters of fiscal years 2025 and 2024, respectively. The increase decrease was primarily due to a \$5.5 million write-off of deferred financing costs interest savings as a result of approximately \$188.1 million of 2028 Notes extinguished in exchange for common stock in the second quarter of fiscal year 2025.

Loss on Extinguishment of Debt

In addition to the write-off of \$5.5 million of deferred financing costs as a result of approximately \$188.1 million of 2028 Notes extinguished in exchange for common stock in the second quarter of fiscal year 2025, which was recorded in "Interest expense" in the Statements of Operations, we recognized a loss on extinguishment of debt equal to the difference between the fair value of our common stock delivered to certain holders of the 2028 Notes and the carrying value of the outstanding debt, accrued interest and third-party fees related to the Exchange Agreements. In the second quarter of fiscal year 2025, in connection with the exchange transactions, we recognized \$144.7 million of loss included in "Loss on extinguishment of debt" in the Statements of Operations.

Investment Impairments and Credit Loss Reserves, Net

During the second third quarter of fiscal year 2025, we did not record any investment impairments and credit loss reserves. During the second third quarter of fiscal year 2024, investment impairments and credit loss reserves, net totaled a loss of \$0.2 million \$2.0 million due to adjustments to our credit loss reserve for our available-for-sale debt securities.

Provision for Income Taxes

We recorded income tax expense of \$4.2 million \$4.0 million in the second third quarter of fiscal year 2025, compared to income tax expense benefit of \$56.6 million \$0.3 million in the second third quarter of fiscal year 2024. The effective change in our tax rates provision for the second quarters three months ended October 27, 2024, compared to the three

months ended October 29, 2023 was primarily due to a regional mix of fiscal years 2025 income, nondeductible loss on extinguishment of debt and 2024 were provision rates of 2.5% and 17.4%, respectively, changes in valuation allowance. The effective tax rates in the second third quarters of fiscal years 2025 and 2024 differ from the statutory federal income tax rate of 21% primarily due to a regional mix of income, changes in valuation allowance, impact of global intangible low-taxed income ("GILTI"), research and development ("R&D") credits and nondeductible loss on extinguishment of debt. The Tax Cuts and Jobs Act ("Tax Act") requires R&D costs incurred for tax years beginning after December 31, 2021 to be capitalized and amortized ratably over five or fifteen years for tax purposes, depending on where the research activities are conducted. We have elected to treat GILTI as a period cost and the additional capitalization of R&D costs within GILTI increases our provision for income taxes.

During the second quarter of fiscal year 2024, we recorded a valuation allowance against our U.S. deferred tax assets of approximately \$52.8 million. We are required to assess whether a valuation allowance should be recorded against our deferred tax assets ("DTAs") based on the consideration of all available evidence, using a "more likely than not" realization standard. The four sources of taxable income that must be considered in determining whether DTAs will be realized are: (1) future reversals of existing taxable temporary differences (i.e. offset of gross deferred tax assets against gross deferred tax liabilities); (2) taxable income in prior carryback years, if carryback is permitted under the tax law; (3) tax planning strategies; and (4)

future taxable income exclusive of reversing temporary differences and carryforwards.

After a review of the four sources of taxable income described above and in view of our three-year cumulative loss, we were not able to conclude that it is more likely than not that our DTAs will be realized. As a result, we recorded an additional valuation allowance on our DTAs, with a corresponding charge to our income tax provision, of approximately \$52.8 million during the second quarter of fiscal year 2024.

We receive a tax benefit from a tax holiday that was granted in Switzerland. The tax holiday commenced on January 30, 2017, and was effective for five years (the "Initial Term"). Since we met certain staffing targets, the holiday has been extended for an additional five years commencing on January 31, 2022. The maximum benefit under this tax holiday is CHF 500.0 million of cumulative after tax profit, which equates to a maximum potential tax savings of CHF 44.0 million. The extended term of the tax holiday is effective until fiscal year 2027. However, Switzerland implemented the Organization of Economic Co-operation and Development's ("OECD") global minimum tax ("Pillar Two") rules effective from January 1, 2024. Based on the administrative guidance issued by OECD in December 2023, we have determined that Pillar Two rules are applicable in the current fiscal year; therefore, we do not benefit from the tax holiday.

As a global organization, we are subject to audit by taxing authorities in various jurisdictions. To the extent that an audit, or the closure of a statute of limitations, results in adjusting our reserves for uncertain tax positions, our effective tax rate could experience extreme volatility since any adjustment would be recorded as a discrete item in the period of adjustment.

For further information on the effective tax rate and the Tax Act's impact, see Note 10, Income Taxes, to our interim unaudited condensed consolidated financial statements.

Comparison of the Six Nine Months Ended July 28, 2024 October 27, 2024 and July 30, 2023 October 29, 2023

Net Sales

The following table summarizes our net sales by major end market:

Six Months Ended		
	July 28, 2024	
	July 28, 2024	
	July 28, 2024	
Nine Months Ended		
	October 27, 2024	
	October 27, 2024	
	October 27, 2024	

(in thousands, except percentages)

(in thousands, except percentages)

(in thousands, except percentages)			Net Sales			% Net Sales			Change	Net Sales			% Net Sales			Change
Infrastructure	Infrastructure	\$108,919	26	26 %	\$ 81,369	17	17 %	34 %	Infrastructure	\$174,720	27	27 %	\$124,560	18	18 %	40 %
High-End	High-End								High-End							
Consumer	Consumer	71,619	17	17 %	55,610	12	12 %	29 %	Consumer	111,638	17	17 %	93,163	14	14 %	20 %
Industrial	Industrial	240,922	57	57 %	337,932	71	71 %	(29) %	Industrial	371,927	56	56 %	458,087	68	68 %	(19) %
Total	Total	\$421,460	100	100 %	\$474,911	100	100 %	(11) %	Total	\$658,285	100	100 %	\$675,810	100	100 %	(3) %

Net sales for the first six nine months of fiscal year 2025 were \$421.5 million \$658.3 million, a decrease of 11.3% 2.6% compared to \$474.9 million \$675.8 million for the first six nine months of fiscal year 2024 primarily driven by lower net sales from our industrial end market related to decreased sales volume and pricing pressures. pressures, offset by higher demand. Comparing the same periods, our infrastructure and high-end consumer end markets had stronger demand and resulting net sales. Net sales from our infrastructure end market increased \$27.6 million \$50.2 million in the first six nine months of fiscal year 2025 compared to the first six nine months of fiscal year 2024, primarily driven by a \$17.3 million increase in PON sales and a \$15.3 million \$34.2 million increase in data center sales and a \$20.9 million increase in telecommunications sales, partially offset by a \$4.4 million \$5.0 million decrease in TVS infrastructure product sales. Net sales from our high-end consumer end market increased \$16.0 million \$18.5 million in the first six nine months of fiscal year 2025 compared to the first six nine months of fiscal year 2024, primarily driven by a \$16.9 million \$19.2 million increase in TVS consumer product sales and a \$3.3 million \$4.7 million increase in proximity sensing sales, partially offset by a \$2.8 million \$4.2 million decrease in LoRa-enabled sales in consumer applications. Net sales from our industrial end market decreased \$97.0 million \$86.2 million in the first six nine months of fiscal year 2025 compared to the first six nine months of fiscal year 2024, primarily driven by an \$89.9 million a

\$110.9 million decrease in module sales, a \$19.6 million decrease in router IoT Hardware sales and a \$3.0 million \$3.9 million decrease in TVS industrial product sales, partially offset by a \$15.4 million \$30.2 million increase in LoRa-enabled sales in industrial applications.

The following table summarizes our net sales by reportable segment:

Six Months Ended	
	July 28, 2024
	July 28, 2024
	July 28, 2024
Nine Months Ended	
	October 27, 2024
	October 27, 2024
	October 27, 2024

(in thousands, except percentages)

(in thousands, except percentages)

(in thousands, except percentages)		Net Sales		% Net Sales		Net Sales		% Net Sales		Change	Net Sales		% Net Sales		Net Sales		% Net Sales		Change
Signal Integrity	Signal Integrity	\$117,733	28	28 %	\$ 87,017	18	18 %	35 %	Signal Integrity	\$189,242	29	29 %	\$134,202	20	20 %	41 %			
Analog Mixed Signal and Wireless	Analog Mixed Signal and Wireless	154,655	37	37 %	129,608	27	27 %	19 %	Analog Mixed Signal and Wireless	237,484	36	36 %	199,841	30	30 %	19 %			
IoT Systems and Connectivity	IoT Systems and Connectivity	149,072	35	35 %	258,286	55	55 %	(42)%	IoT Systems and Connectivity	231,559	35	35 %	341,767	50	50 %	(32)%			
Total	Total	\$421,460	100	100 %	\$474,911	100	100 %	(11)%	Total	\$658,285	100	100 %	\$675,810	100	100 %	(3)%			

Net sales in the first **six nine** months of fiscal year 2025, compared to the first **six nine** months of fiscal year 2024, were impacted by softer demand in the IoT Systems and Connectivity reportable segment, which contributed to lower sales volume and pricing pressures, but benefited from stronger demand in the Signal Integrity and Analog Mixed Signal and Wireless reportable segments. Net sales from Signal Integrity increased **\$30.7 million** **\$55.0 million** in the first **six nine** months of fiscal year 2025 compared to the first **six nine** months of fiscal year 2024, primarily driven by a **\$17.3 million** increase in PON sales and a **\$15.3 million** **\$34.2 million** increase in data center sales **partially offset by** and a **\$1.7 million decrease** **\$20.9 million increase** in broadcast telecommunications sales. Net sales from Analog Mixed Signal and Wireless increased **\$25.0 million** **\$37.6 million** in the first **six nine** months of fiscal year 2025 compared to the first **six nine** months of fiscal year 2024, primarily driven by a **\$12.6 million** **\$26.0 million** increase in LoRa-enabled sales, a **\$9.4 million** **\$10.2 million** increase in TVS product sales, and a **\$3.3 million** **\$4.7 million** increase in proximity sensing sales. Net sales from IoT Systems and Connectivity decreased **\$109.2 million** **\$110.2 million** in the first **six nine** months of fiscal year 2025 compared to the first **six nine** months of fiscal year 2024, primarily driven by a **\$89.9 million** **\$110.9 million** decrease in module sales and a **\$19.6 million decrease** in router IoT Hardware sales, partially offset by a **\$0.6 million** increase in managed connectivity sales.

Gross Profit

The following table summarizes our gross profit and gross margin by reportable segment:

		Six Months Ended												
		July 28, 2024			July 30, 2023									
		Nine Months Ended												
		October 27, 2024			October 29, 2023									
(in thousands, except percentages)	(in thousands, except percentages)	Gross Profit	Gross Margin	Gross Profit	Gross Margin	(in thousands, except percentages)	Gross Profit	Gross Margin	Gross Profit	Gross Margin				
Signal Integrity	Signal Integrity	\$ 71,529	60.8	60.8 %	\$ 52,093	59.9	59.9 %	Signal Integrity	\$116,652	61.6	61.6 %	\$76,461	57.0	57.0 %
Analog Mixed Signal and Wireless	Analog Mixed Signal and Wireless	86,103	55.7	55.7 %	79,597	61.4	61.4 %	Analog Mixed Signal and Wireless	133,458	56.2	56.2 %	115,066	57.6	57.6 %

[illegible]

Operating Expenses, net

Total operating expenses, net	Total operating expenses, net	\$	194,145	100	100	%	\$	515,663	100	100	%	(62)%	Total operating expenses, net	\$	297,328	100	100	%
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Selling, General Product Development and Administrative Engineering Expenses

SG&A Product development and engineering expenses decreased \$9.3 million \$20.7 million in the first six nine months of fiscal year 2025 compared to the first six nine months of fiscal year 2024 primarily as a result of an \$11.0 million a \$10.0 million decrease in new product introduction expenses, a \$9.5 million net decrease in staffing-related costs due to lower headcount and a \$2.3 million decrease in facilities expenses, partially offset by a \$1.6 million reduction in tax credits.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased \$2.8 million in the first nine months of fiscal year 2025 compared to the first nine months of fiscal year 2024 primarily as a result of a \$12.7 million net increase in staffing related costs, which reflects higher share-based and other supplemental compensation offset by lower headcount from restructuring, a \$3.0 million increase in consulting expenses, a \$2.0 million increase in depreciation and a \$1.2 million increase in bad debt expense, partially offset by a \$13.7 million decrease in transaction and integration expenses primarily related to the Sierra Wireless Acquisition and a \$1.4 million \$1.0 million reduction in travel expenses, and a \$0.5 million net decrease in staffing-related costs, which reflects lower headcount due to recent restructuring offset by an increase in share-based and other supplemental compensation, partially offset by a \$3.4 million increase in depreciation. expenses.

Product Development and Engineering Expenses

Product development and engineering expenses decreased \$16.3 million in the first six months of fiscal year 2025 compared to the first six months of fiscal year 2024 primarily as a result of an \$11.1 million net decrease in staffing-related costs due to lower headcount, a decrease of \$3.8 million from new product introduction expenses, a \$1.7 million decrease in facilities expenses, and a \$1.6 million decrease in transaction and integration expenses primarily related to the Sierra Wireless Acquisition, partially offset by a \$1.6 million decrease in tax credits and a \$0.4 million increase in depreciation.

Intangible Amortization

Intangible amortization decreased by \$9.2 million \$13.9 million for the first six nine months of fiscal year 2025 compared to the same period in fiscal year 2024 due to impairment of intangible assets acquired in the Sierra Wireless Acquisition related to customer relationships and trade name in the fourth quarter of fiscal year 2024. The amortization of acquired technology intangible assets is reflected in cost of sales.

Restructuring

Restructuring decreased by \$7.2 million \$10.1 million for the first six nine months of fiscal year 2025 compared to the same period in fiscal year 2024 primarily due to structural reorganization actions primarily in the prior year period to reduce our workforce as a result of cost-saving measures and internal resource alignment including from the realization of synergies of the Sierra Wireless Acquisition.

Goodwill Impairment

There was no goodwill impairment for the first six nine months of fiscal year 2025 compared to \$279.6 million \$281.8 million of goodwill impairment for the same period in fiscal year 2024 due to valuation adjustments of goodwill related to the Sierra Wireless Acquisition. See Note 8, Goodwill and Intangible Assets, to our interim unaudited condensed consolidated financial statements for additional information.

Interest Expense

Interest expense, including amortization and write-off of deferred financing costs, was \$51.8 million remained relatively consistent at \$72.6 million and \$44.7 million \$73.0 million for the first six nine months of fiscal years 2025 and 2024, respectively. The increase was primarily due to a \$5.5 million write-off of deferred financing costs as a result of approximately \$188.1 million of 2028 Notes extinguished in exchange for common stock in the second quarter of fiscal year 2025.

Loss on Extinguishment of Debt

In addition to the write-off of \$5.5 million of deferred financing costs as a result of approximately \$188.1 million of 2028 Notes extinguished in exchange for common stock in the first six nine months of fiscal year 2025, which was recorded in "Interest expense" in the Statements of Operations, we recognized a loss on extinguishment of debt equal to the difference between the fair value of our common stock delivered to certain holders of the 2028 Notes and the carrying value of the outstanding debt, accrued interest and third-party fees related to the Exchange Agreements. In the first six nine months of fiscal year 2025, in connection with the exchange transactions, we recognized \$144.7 million of loss included in "Loss on extinguishment of debt" in the Statements of Operations.

Investment Impairments and Credit Loss Reserves, Net

During the first six nine months of fiscal year 2025, investment impairments and credit loss reserves, net totaled a loss of \$1.1 million due to an other-than-temporary impairment on one of our non-marketable equity investments. During the first six nine months of 2024, investment impairments and credit loss reserves, net totaled a loss of \$0.3 million \$2.3 million due to adjustments to our credit loss reserve for our available-for-sale debt securities.

Provision for Income Taxes

In the first six nine months of fiscal year 2025, we recorded income tax expense of \$7.2 million \$11.2 million, compared to income tax expense of \$54.2 million \$53.9 million in the first six nine months of fiscal year 2024. The effective change in our tax rates provision for the first six months of fiscal years 2025 and 2024 were provision rates of 3.8% and 15.2%, respectively. The change in our effective tax rate for the first six nine months of fiscal year 2025 compared to the first six nine months of fiscal year 2024 was primarily due to a regional mix of income, nondeductible loss on extinguishment of debt and changes in valuation allowance. The effective tax rates in the first six nine months of fiscal years 2025 and 2024 differ from the statutory federal income tax rate of 21% primarily due to a regional mix of income, changes in valuation allowance, non-deductibility of goodwill impairment, impact of GILTI, R&D credits and nondeductible loss on extinguishment of debt.

During the second quarter of fiscal year 2024, we recorded a valuation allowance against our U.S. deferred tax assets of approximately \$52.8 million. We are required to assess whether a valuation allowance should be recorded against our DTAs deferred tax assets ("DTAs") based on the consideration of all available evidence, using a "more likely than not" realization standard. The four sources of taxable income that must be considered in determining whether DTAs will be realized are: (1) future reversals of existing taxable temporary differences (i.e. offset of gross deferred tax assets against gross deferred tax liabilities); (2) taxable income in prior carryback years, if carryback is permitted under the tax law; (3) tax planning strategies; and (4) future taxable income exclusive of reversing temporary differences and carryforwards.

After a review of the four sources of taxable income described above and in view of our three-year cumulative loss, we were not able to conclude that it is more likely than not that our DTAs will be realized. As a result, we recorded an additional valuation allowance on our DTAs, with a corresponding charge to our income tax provision, of approximately \$52.8 million during the second quarter of fiscal year 2024.

Liquidity and Capital Resources

Our capital requirements depend on a variety of factors including, but not limited to, the rate of increase or decrease in our existing business base; the success, timing and amount of investment required to bring new products to market; sales growth or decline; potential acquisitions or divestitures; the general economic environment in which we operate; and our ability to generate cash flows from operating activities.

We believe that our cash on hand, cash available from future operations and available borrowing capacity under our Revolving Credit Facility (as defined below) are sufficient to meet liquidity requirements for at least the next 12 months, including funds needed for our material cash requirements. As of July 28, 2024 October 27, 2024, we had \$115.9 million \$136.5 million in cash and cash equivalents and \$282.2 million \$287.2 million of available undrawn borrowing capacity on our Revolving Credit Facility, subject to net leverage limitations and customary conditions precedent, including the accuracy of representations and warranties and the absence of defaults. Over the longer-term, we expect to fund our business using cash flows from operating activities.

As of July 28, 2024 October 27, 2024, we were in compliance with the financial covenants in the Credit Agreement (as defined below). Based on our current amount of debt outstanding and financial projections, management believes we will maintain compliance with our financial covenants and that our existing cash, projected operating cash flows and available borrowing capacity under the Revolving Credit Facility are adequate to meet our operating needs, liabilities and commitments over the next twelve months from the issuance of the accompanying interim unaudited condensed consolidated financial statements.

As of July 28, 2024 October 27, 2024 and January 28, 2024, there was \$2.9 million outstanding under the letters of credit, swing line loans and alternative currency sub-facilities outstanding under the Revolving Credit Facility.

A meaningful portion of our capital resources, and the liquidity they represent, are held by our subsidiaries outside of the U.S. As of July 28, 2024 October 27, 2024, our foreign subsidiaries held \$102.7 million \$119.1 million of cash and cash equivalents, compared to \$104.6 million at January 28, 2024. Our liquidity may be impacted by fluctuating exchange rates. For additional information on exchange rates, see Item 3—Quantitative and Qualitative Disclosures About Market Risk.

In connection with the enactment of the Tax Act, all historic and current foreign earnings are taxed in the U.S. Depending on the jurisdiction, these foreign earnings are potentially subject to a withholding tax, if repatriated. As of July 28, 2024 October 27, 2024, our historical undistributed earnings prior to fiscal year 2023 of our foreign subsidiaries are intended to be permanently reinvested outside of the U.S. With the enactment of the Tax Act, which amended the Internal Revenue Code of 1986, all post-1986 previously unremitted earnings for which no U.S. deferred tax liability had been accrued were subject to U.S. tax. Notwithstanding As a result of the U.S. taxation of these amounts, we have determined that none of our the foreign earnings for from fiscal years year 2023 and 2024 onward will be permanently reinvested. reinvested outside of the U.S. If we needed to remit all or a portion of our historical undistributed earnings to the U.S. for investment in our domestic operations, any such remittance could result in increased tax liabilities and a higher effective tax rate. Determination of the amount of the unrecognized potential deferred tax liability on these unremitted earnings is not practicable.

We expect our future non-operating uses of cash will be for capital expenditures and debt repayment. We expect to fund these cash requirements through cash flows from operating activities.

Credit Agreement

On September 26, 2022 (the "Third Restatement Effective Date"), we entered into a third amended and restated credit agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, swing line lender and letter of credit issuer.

As of July 28, 2024 October 27, 2024, the borrowing capacity on the revolving credit facility under the Credit Agreement (the "Revolving Credit Facility") is \$500.0 million, of which \$162.5 million is scheduled to mature matured on November 7, 2024 and \$337.5 million is scheduled to mature on January 12, 2028 (subject to, in certain circumstances, an earlier springing maturity), and the term loans thereunder (the "Term Loans") are scheduled to mature on January 12, 2028 (subject to, in certain circumstances, an earlier springing maturity).

As of July 28, 2024 October 27, 2024, we had \$622.6 million outstanding under the Term Loans and \$215.0 million \$210.0 million outstanding under the Revolving Credit Facility, which had available undrawn borrowing capacity of \$282.2 \$287.2 million, subject to net leverage limitations and customary conditions precedent, including the accuracy of representations and warranties and the absence of defaults.

Up to \$40.0 million of the Revolving Credit Facility may be used to obtain letters of credit, up to \$25.0 million of the Revolving Credit Facility may be used to obtain swing line loans, and up to \$75.0 million of the Revolving Credit Facility may be used to obtain revolving loans and letters of credit in certain currencies other than U.S. Dollars. The proceeds of the Revolving Credit Facility may be used by us for capital expenditures, permitted acquisitions, permitted dividends, working capital and general corporate purposes.

As of July 28, 2024 October 27, 2024, we were in compliance with the financial covenants in our Credit Agreement. The Credit Agreement also contains customary provisions pertaining to events of default. If any event of default occurs, the obligations under the Credit Agreement may be declared due and payable, terminated upon written notice to us and existing letters of credit may be required to be cash collateralized.

See Note 9, Long-Term Debt to our interim unaudited condensed consolidated financial statements for additional information regarding the terms of the Credit Agreement.

We have entered into interest rate swap agreements to hedge the variability of interest payments on debt outstanding under the Term Loans. See Note 17, Derivatives and Hedging Activities, to our interim unaudited condensed consolidated financial statements for additional information.

Convertible Senior Notes Due 2027

On October 6, 2022 and October 21, 2022, we issued and sold \$300.0 million and \$19.5 million, respectively, in aggregate principal amount of 1.625% Convertible Senior Notes due 2027 (the "2027 Notes") in a private placement. The 2027 Notes were issued pursuant to an indenture dated October 12, 2022, by and among us, the subsidiary guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee. The 2027 Notes bear interest at a rate of 1.625% per year, payable semi-annually in arrears on May 1 and November 1 of each year, beginning on May 1, 2023. The 2027 Notes will mature on November 1, 2027, unless earlier converted, redeemed or repurchased. The 2027 Notes are not currently redeemable and, as of April 28, 2024, none of the conditions allowing holders of the 2027 Notes to convert had been met. The 2027 Notes were initially issued pursuant to an exemption from the registration requirements of the Securities Act afforded by Section 4(a)(2) of the Securities Act.

We used approximately \$72.6 million of the net proceeds from the 2027 Notes to pay for the cost of the Convertible Note Hedge Transactions, after such cost was partially offset by approximately \$42.9 million of proceeds to us from the sale of Warrants in connection with the issuance of the 2027 Notes, all as defined and described in Note 9, Long-Term Debt to our interim unaudited condensed consolidated financial statements. The Convertible Note Hedge Transactions and Warrants transactions are indexed to, and potentially settled in, our common stock and the net cost of \$29.7 million has been recorded as a reduction to additional paid-in capital in the consolidated statement of stockholders' equity (deficit). We used the remaining net proceeds to fund a portion of the consideration in the Sierra Wireless Acquisition and to pay related fees and expenses. For additional information on the 2027 Notes, Convertible Note Hedge Transactions and the Warrants, see Note 9, Long-Term Debt to our interim unaudited condensed consolidated financial statements.

Convertible Senior Notes Due 2028

On October 26, 2023, we issued and sold \$250.0 million in aggregate principal amount of 2028 Notes in a private placement. The 2028 Notes were issued pursuant to an indenture, dated October 26, 2023, by and among the Company, the subsidiary guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee. The 2028 Notes bear interest at a rate of 4.00% per year, payable semi-annually in arrears on May 1 and November 1 of each year, beginning on May 1, 2024. The 2028 Notes will mature on November 1, 2028, unless earlier converted, redeemed or repurchased. As of July 28, 2024 October 27, 2024, approximately \$62.0 million of the 2028 Notes remained outstanding. The 2028 Notes were offered and sold only to eligible purchasers who are both "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act and "accredited investors" within the meaning of Rule 501(a) under the Securities Act, in reliance on Section 4(a)(2) under the Securities Act.

The 2028 Notes are not currently redeemable. The 2028 Notes may be converted at the option of the holders at the times and under the circumstances and at the conversion rate described in Note 9, Long-Term Debt, to our interim unaudited condensed consolidated financial statements. As of July 28, 2024 October 27, 2024, one of the conditions allowing holders of the 2028 Notes to convert had been met. The trading price of our common stock remained above 130% of the applicable \$20.37 conversion price for at least 20 trading days during the 30 consecutive trading-day period ending on, and including, July 26, 2024 October 25, 2024 (the last trading day of the quarter ended July 28, 2024 October 27, 2024), resulting in the right of the holders of the 2028 Notes would have the right to convert their 2028 Notes beginning July 29, 2024 October 28, 2024 through October 25, 2024 January 24, 2025 (the last trading day of the quarter ending October 27, 2024 January 26, 2025). If converted, we will settle in cash the aggregate principal amount of the 2028 Notes to be converted, and for the remainder of the conversion obligations in excess of the aggregate principal amount of the notes being converted, we will settle the obligations in either cash, shares of our common stock, or any combination thereof, at our option.

On July 11, 2024 and July 15, 2024, we entered into the Exchange Agreements with certain holders of the 2028 Notes. Pursuant to the Exchange Agreements, certain holders of the 2028 Notes exchanged with us approximately \$188.1 million in aggregate principal amount of 2028 Notes held by them for an aggregate of 10,378,431 shares of our common stock, which number of shares was determined over an averaging period that commenced on July 12, 2024. We accounted for these exchange transactions as a partial debt extinguishment and recognized a loss on extinguishment of debt equal to the difference between the fair value of our common stock delivered to certain holders of the 2028 Notes and the carrying value of the outstanding debt, accrued interest and third-party fees related to the Exchange Agreements. In the three and six nine months ended July 28, 2024 October 27, 2024, in connection with the exchange transactions, we recognized \$144.7 million of loss included in "Loss on extinguishment of debt" in the Statements of Operations and \$5.5 million of loss resulting from the write-off of deferred financing costs included in "Interest expense" in the Statements of Operations.

For additional information on the 2028 Notes, see Note 9, Long-Term Debt to our interim unaudited condensed consolidated financial statements.

Capital Expenditures and Research and Development

We incur significant expenditures in order to fund the development, design and manufacture of new products. We intend to continue to focus on those areas that have shown potential for viable and profitable market opportunities, which may require additional investment in equipment and the hiring of additional design and application engineers aimed at developing new products. Certain of these expenditures, particularly the addition of design engineers, do not generate significant payback in the short-term. We plan to finance these expenditures with cash generated by our operating activities, our existing cash balances and additional draws on our Revolving Credit Facility, as needed. Borrowings under our Revolving Credit Facility are subject to customary conditions precedent, including the accuracy of representations and warranties and the absence of any defaults under the facility.

Purchases under our Stock Repurchase Program

We currently have in effect a stock repurchase program that was initially approved by our Board of Directors in March 2008. On March 11, 2021, the Board of Directors approved the expansion of the stock repurchase program by an additional \$350.0 million. This program represents one of our principal efforts to return value to our stockholders. Under the program, subject to the terms of the Credit Agreement, we may repurchase our common stock at any time or from time to time, without prior notice, subject to market conditions and other considerations. Our repurchases may be made through Rule 10b5-1 and/or Rule 10b-18 or other trading plans, open market purchases, privately negotiated transactions, block purchases or other transactions.

We did not repurchase any shares of our common stock under the program in the first six nine months of fiscal year 2025 or in the first six nine months of fiscal year 2024. As of July 28, 2024 October 27, 2024, the remaining authorization under the program was \$209.4 million. To the extent we repurchase any shares of our common stock under the program in the future, we expect to fund such repurchases from cash on hand and borrowings on our Revolving Credit Facility. We have no obligation to repurchase any shares under the program and may suspend or discontinue it at any time.

Working Capital

Working capital, defined as total current assets less total current liabilities including the current portion of long-term debt, fluctuates depending on end-market demand and our effective management of certain items such as receivables, inventory and payables. In times of escalating demand, our working capital requirements may increase as we purchase additional manufacturing materials and increase production. In addition, our working capital may be affected by potential acquisitions and transactions involving our debt instruments. Although investments made to fund working capital will reduce our cash balances, these investments are necessary to support business and operating initiatives.

There Material Cash Requirements

Except as disclosed above, there have been no material changes to our cash requirements from those disclosed in our Annual Report on Form 10-K for the fiscal year ended January 28, 2024.

Cash Flows

In summary, our cash flows for each period were as follows:

Six Months Ended

Nine Months Ended

(in thousands)	(in thousands)	July 28, 2024	July 30, 2023	(in thousands)	October 27, 2024	October 29, 2023
Net cash used in operating activities						
Net cash provided by (used in) operating activities						
Net cash used in investing activities						
Net cash (used in) provided by financing activities						
Effect of foreign exchange rate changes on cash and cash equivalents						
Net decrease in cash and cash equivalents						
Net increase (decrease) in cash and cash equivalents						

Operating Activities

Net cash provided by or used in operating activities is driven by net income or loss adjusted for non-cash items and fluctuations in operating assets and liabilities.

Operating cash flows for the first **six nine** months of fiscal year 2025 compared to the first **six nine** months of fiscal year 2024 were favorably impacted by a significant decrease in annual bonus payments, lower payroll costs related to reduced headcount, a decrease in income tax payments, and lower transaction and integration costs primarily related to the Sierra Wireless

Acquisition, and were unfavorably impacted by an **11.3%** **2.6%** decrease in net sales, higher restructuring payments related to **one-time** employee termination benefits and an incremental increase in inventory spend.

Investing Activities

Net cash provided by or used in investing activities is primarily driven by capital expenditures, purchases and sales of investments, purchases of intangibles, and proceeds from corporate-owned life insurance.

Capital expenditures were **\$4.7 million** **\$5.2 million** for the first **six nine** months of fiscal year 2025, which were lower due to cost-saving initiatives, compared to **\$20.9 million** **\$27.5 million** for the first **six nine** months of fiscal year 2024 as we made investments to update and expand our production capabilities.

In the first **six nine** months of fiscal year 2025, we sold investments for proceeds of \$2.7 million. In the first **six nine** months of fiscal year 2025, we paid \$0.4 million for strategic investments, including investments in companies that are enabling the LoRa® and LoRaWAN® -based ecosystem, compared to \$0.9 million for the first **six nine** months of fiscal year 2024.

Purchases of intangibles were **\$5.0 million** **\$5.9 million** for the first **six nine** months of fiscal year 2025, which included capitalized development costs and software licenses.

In the first **six nine** months of fiscal year 2025 and 2024, we received \$4.8 million and \$2.5 million of proceeds, respectively, from corporate-owned life insurance, which were used to pay deferred compensation distributions.

Financing Activities

Net cash provided by or used in financing activities is primarily attributable to proceeds or payments on our Revolving Credit Facility, payments related to deferred financing costs, payments related to employee share-based compensation payroll taxes and proceeds from the exercise of stock options.

In the first **six nine** months of fiscal year 2025, we **did not borrow or make payments** **made a payment of \$5.0 million** on our Revolving Credit Facility. In the first **six nine** months of fiscal year 2024, we borrowed **\$60.0 million** **\$70.0 million** on our Revolving Credit Facility.

In the first **six nine** months of fiscal year 2025, we paid \$0.8 million for deferred financing costs, compared to **\$11.7 million** **\$17.8 million** for the first **six nine** months of fiscal year 2024.

In the first **six nine** months of fiscal year 2025, we paid **\$4.2 million** **\$7.3 million** for employee share-based compensation payroll taxes and received proceeds of **\$0.6 million** **\$1.2 million** from the exercise of stock options. In the first **six nine** months of fiscal year 2024, we paid **\$2.4**

million **\$5.5 million** for employee share-based compensation payroll taxes. We do not directly control the timing of the exercise of stock options. Such exercises are independent decisions made by grantees and are influenced most directly by the stock price and the expiration dates of stock option awards. Such proceeds are difficult to forecast, resulting from several factors that are outside our control. We believe that such proceeds will remain a nominal source of cash in the future.

Critical Accounting Estimates

Our critical accounting estimates are disclosed in "Management's **Management's** Discussion and Analysis of Financial Condition and Results of Operations" included in Item 7 of our Annual Report on Form 10-K for the fiscal year ended January 28, 2024. There have been no significant changes to our policies during the **six nine** months ended **July 28, 2024** **October 27, 2024**.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements, see Note 1, Organization and Basis of Presentation to our interim unaudited condensed consolidated financial statements.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to a variety of market risks, including commodity risk and the risks related to foreign currency, interest rates and market performance that are discussed in Item 7A of our Annual Report on Form 10-K for the fiscal year ended January 28, 2024. Many of the factors that can have an impact on our market risk are external to us, and so we are unable to fully predict them.

Commodity Risk

We are subject to risk from fluctuating market prices of certain commodity raw materials, particularly gold, that are incorporated into our end products or used by our suppliers to process our end products. Increased commodity prices are passed on to us in the form of higher prices from our suppliers, either in the form of general price increases or a commodity surcharge. Although we generally deal with our suppliers on a purchase order basis rather than on a long-term contract basis, we generally attempt to obtain firm pricing

for volumes consistent with planned production. Our gross margins may decline if we are not able to increase selling prices of our products or obtain manufacturing efficiencies to offset the increased cost. We do not enter into formal hedging arrangements to mitigate against commodity risk.

Foreign Currency Risk

Our foreign operations expose us to the risk of fluctuations in foreign currency exchange rates against our functional currencies and we may economically hedge this risk with foreign currency contracts (such as currency forward contracts). Gains or losses on these balances are generally offset by corresponding losses or gains on the related hedging instruments. As of **July 28, 2024** **October 27, 2024**, our largest foreign currency exposures were from the Australian Dollar, Canadian Dollar, Euro, Swiss Franc, South Korean Won, and Great British Pound.

We considered the historical trends in foreign currency exchange rates and determined that it is reasonably possible that adverse changes in foreign exchange rates of 10% for all currencies could be experienced in the near-term. These reasonably possible adverse changes were applied to our total monetary assets and liabilities denominated in currencies other than our functional currency as of the end of our **second third** quarter of fiscal year 2025. The adverse impact these changes would have had (after taking into account balance sheet hedges only) on our income before taxes is **\$5.4 million** **\$4.7 million** for the quarter ended **July 28, 2024** **October 27, 2024**.

Interest rate and credit risk

We are subject to interest rate risk in connection with the portion of the outstanding debt under our Credit Agreement that bears interest at a variable rate as of **July 28, 2024** **October 27, 2024**.

In the first quarter of fiscal year 2024, we entered into an interest rate swap agreement with a 2.75 year term to hedge the variability of interest payments on \$150.0 million of debt outstanding on the Term Loans at a Term SOFR rate of 3.58%, plus a variable margin and spread based on our consolidated leverage ratio.

In the fourth quarter of fiscal year 2023, we entered into an interest rate swap agreement with a 5 year term to hedge the variability of interest payments on \$450.0 million of debt outstanding on the Term Loans at a Term SOFR rate of 3.44%, plus a variable margin and spread based on our consolidated leverage ratio.

Based upon our **\$238.0** **\$232.6** million of unhedged floating-rate outstanding indebtedness as of **July 28, 2024** **October 27, 2024**, the adverse impact a one percentage point increase in Term SOFR would have on our interest expense is **\$2.4** **\$2.3** million.

Interest rates also affect our return on excess cash and investments. As of **July 28, 2024** **October 27, 2024**, we had **\$115.9 million** **\$136.5 million** of cash and cash equivalents. A majority of our cash and cash equivalents generate interest income based on prevailing interest rates. Interest income, net of reserves, generated by our investments and cash and cash equivalents was **\$0.4 million** **\$0.5 million** in the **second third** quarter of fiscal year 2025. A significant change in interest rates would impact the amount of interest income generated from our cash and investments. It would also impact the market value of our investments.

Our investments are primarily subject to credit risk. Our investment guidelines prescribe credit quality, permissible investments, diversification, and duration restrictions. These restrictions are intended to limit risk by restricting our investments to high quality debt instruments with relatively short-term durations. Our investment strategy limits investment of new funds and maturing securities to U.S. Treasury, Federal agency securities, high quality money market funds and time deposits with our principal commercial banks. Outside of these investment guidelines, we also invest in a limited amount of debt securities in privately held companies that we view as strategic to our business. For example, many of these investments are in companies that are enabling the LoRa®- and LoRaWAN®-based ecosystem.

Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds, have in the past and may in the future lead to market-wide liquidity problems. Financial instruments that potentially subject us to significant concentrations of credit risk consist primarily of cash, cash equivalents and marketable securities. We maintain cash held in deposit at financial institutions in the U.S. These deposits are insured by the FDIC in an amount up to \$250,000 for any depositor. To the extent we hold cash deposits in amounts that exceed the FDIC insurance limitation, we may incur a loss in the event of a failure of any of the financial institutions where we maintain deposits. There can be no assurance that our deposits in excess of the FDIC or other comparable insurance limits will be backstopped by the U.S. or any applicable foreign government in the future or that any bank or financial institution with which we do business will be able to obtain needed liquidity from other banks, government institutions or by acquisition in the event of a future failure or liquidity crisis. In addition, if any of our partners or parties with whom we conduct business are unable to access funds due to the status of their financial institution, such **parties' parties'** ability to pay their obligations to us or to enter into new commercial arrangements requiring additional payments to us could be adversely affected. Management believes we are not exposed to significant risk due to the financial position of the depository institution, but will continue to monitor regularly and adjust, if needed, to mitigate risk. We have established guidelines regarding diversification of our investments and their maturities, which are designed to maintain principal and maximize liquidity. To date, we have not experienced any losses associated with this credit risk and continue to believe that this exposure is not significant.

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which are designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate to allow timely decisions regarding required disclosure. Our management, with the participation of our CEO and CFO, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report. As a result of the material weaknesses in our internal control over financial reporting described in Item 9A., Controls and Procedures, in our Annual Report on Form 10-K for the fiscal year ended January 28, 2024 filed with the SEC on March 28, 2024, and as outlined below, our management, including our CEO and CFO, concluded that our disclosure controls and procedures were not effective as of **July 28, 2024** **October 27, 2024**.

Material Weaknesses

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

We have identified a deficiency in a principle associated with the risk assessment component of the COSO framework. Specifically, the control deficiency constitutes a material weakness relating to identifying and assessing changes in the business that could impact our system of internal control. Contributing factors relate to the integration of Sierra Wireless, Inc. ("Sierra Wireless"), which the Company acquired on January 12, 2023. The risk assessment material weakness contributed to other material weaknesses within our system of internal control over financial reporting at the control activity level, all of which were associated with the Sierra Wireless business.

- We did not design and maintain effective controls to ensure that all manual journal entries were properly approved prior to being posted to the general ledger system, and certain individuals had the ability to both prepare, review and post manual journal entries to the general ledger.
- We did not design and maintain effective controls to ensure the timely collection and maintenance of documentation necessary to support claimed value added tax ("VAT") withholding exemptions in certain jurisdictions.
- We did not maintain adequate evidence of the review of information used to determine the inventory excess and obsolescence reserves.

In addition, we did not maintain adequate evidence of our review of the operating forecasts used in the preparation of the financial statements.

Remediation Measures

Management is committed to addressing and remediating the aforementioned material weaknesses and believes progress has been made in our remediation efforts.

- We are enhancing our risk assessment process to ensure it is sufficiently robust to identify and analyze significant changes in the business, including the impact of these changes on the identification of risks and the internal control structure.
- We have migrated the Sierra Wireless enterprise resource planning system to existing Semtech financial systems which we expect to remediate the material weakness around manual journal entries because this migration results in the use of existing policies, processes and internal controls for manual journal entry posting at Sierra Wireless going forward.
- We are enhancing our processes and internal controls to ensure the completeness and accuracy of the information used to estimate the excess and obsolete inventory reserve related to Sierra Wireless inventory.
- We have implemented enhanced processes and internal controls to ensure documentation is retained to support proof of delivery for all transactions with value added tax claims.
- We updated our policies and educated our personnel to properly document and maintain evidence of review of operating forecasts and information used in preparation of the financial statements.

As we continue to evaluate and work to remediate the control deficiencies that gave rise to the material weaknesses, we may determine that additional measures are required to address the control deficiencies, or that we need to modify or otherwise adjust the remediation measures described above. We will continue to assess the effectiveness of our remediation efforts in connection with our evaluation of our internal control over financial reporting. Further, while certain remediation measures are currently in place, the identified material weaknesses will not be considered remediated until the remediation measures have been fully designed and implemented, the applicable controls operate for a sufficient period of time, and we have concluded through testing that the newly implemented controls are operating effectively.

Changes in Internal Controls

Other than the remediation measures described above, there were no changes to our internal control over financial reporting that occurred during the fiscal quarter ended **July 28, 2024** **October 27, 2024** that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. Legal Proceedings

Information about our material legal proceedings is set forth in [Note 12, Commitments and Contingencies](#) to the interim unaudited condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report and incorporated by reference herein.

We have elected to disclose environmental proceedings described in Item 103(c)(3)(iii) of Regulation S-K unless we reasonably believe that such proceeding will result in no monetary sanctions, or in monetary sanctions, exclusive of interest and costs, of less than \$1,000,000.

ITEM 1A. Risk Factors

Please carefully consider and evaluate all of the information in this Quarterly Report and the risk factors set forth in our Annual Report on Form 10-K for the fiscal year ended January 28, 2024. If any of these risks actually occur, our business could be materially harmed. If our business is harmed, the trading price of our common stock could decline.

The risk factors associated with our business have not materially changed as compared to the risk factors disclosed in our Annual Report on Form 10-K for the fiscal year ended January 28, 2024.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

Recent Sales of Unregistered Securities

As previously disclosed in our Current Report on Form 8-K filed on July 25, 2024, on July 11, 2024 and July 15, 2024, we entered into separate, privately negotiated Exchange Agreements with certain holders of our 2028 Notes. Pursuant to the Exchange Agreements, on July 24, 2024, certain holders exchanged approximately \$188.1 million in aggregate principal amount of the 2028 Notes held by them for an aggregate of 10,378,431 newly issued shares of our common stock, which were exempt from registration under Section 3(a)(9) and 4(a)(2) of the Securities Act of 1933, as amended, and Rule 144, as amended, promulgated thereunder. **None.**

Issuer Purchase of Equity Securities

None.

ITEM 3. Defaults Upon Senior Securities

None.

ITEM 4. Mine Safety Disclosures

Not applicable.

ITEM 5. Other Information

Insider Trading Arrangements

None. Securities Trading Arrangements of Directors and Executive Officers

The following table sets forth certain information regarding any "Rule 10b5-1 trading arrangements" (a "trading plan") or "non-Rule 10b5-1 trading arrangements," each as defined Item 408 of Regulation S-K, adopted or terminated by the Company's directors and executive officers during the third fiscal quarter ended October 27, 2024. All of these trading plans were adopted during the Company's quarterly open trading window in accordance with the Company's Stock Trading Guidelines for Semtech Stock.

Name and Title	Action	Date of Action	Trading Arrangements		Total Shares to be Sold (c)	Duration (d)
			Rule 10b5-1(a)	Non-Rule 10b5-1(b)		
Mark Lin <i>EVP and Chief Financial Officer</i>	Adopt	09/17/2024	X		68,113 (e)	December 17, 2024 through September 9, 2025
Imran Sherazi <i>SVP and General Manager, Signal Integrity Products Group</i>	Adopt	09/19/2024	X		14,488 (f)	December 19, 2024 through December 25, 2025
Asaf Silberstein <i>EVP and Chief Operating Officer</i>	Adopt	09/05/2024	X		15,500	December 6, 2024 through September 30, 2025
Gregory Fischer <i>Director</i>	Adopt	09/04/2024	X		1,888	December 10, 2024 through December 31, 2025

(a) Intended to satisfy the affirmative defense of Rule 10b5-1(c) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(b) Not intended to satisfy the affirmative defense of 10b5-1(c) promulgated under the Exchange Act.

(c) The numbers in this column represent the maximum number of shares of our common stock that may be sold pursuant to each trading plan.

(d) Transactions under the trading plan may occur during the specified plan duration period and will expire the earlier of the end of the specified plan duration period or the completion of all sales under such trading plan.

(e) This number includes shares of our common stock issuable pursuant to unvested restricted stock unit awards ("RSUs") and unvested performance stock units ("PSUs"). The PSUs are subject to the achievement of certain performance conditions as set forth in the applicable PSU agreement. The actual number of PSUs that vest following the end of an applicable performance period, if any, vary and therefore the resulting shares of our common stock available for sale under the plan will depend on the attainment of the performance metrics. The maximum number of shares to be sold will be reduced by net shares withheld to satisfy tax withholding obligations that arise in connection with the vesting and settlement.

(f) This number includes shares of our common stock issuable pursuant to unvested RSUs. The maximum number of shares to be sold will be reduced by net shares withheld to satisfy tax withholding obligations that arise in connection with the vesting and settlement.

ITEM 6. Exhibits

Documents that are not physically filed with this report are incorporated herein by reference to the location indicated.

Exhibit No.	Description	Location
3.1	Restated Certificate of Incorporation of Semtech Corporation	Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended October 26, 2003
3.2	Amended and Restated Bylaws of Semtech Corporation	Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended October 30, 2022
10.1 *	Employment Agreement, dated June 6, 2024, between Hong Q. Hou and Semtech Corporation	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 7, 2024
10.2 *	Amended and Restated Semtech Corporation 2017 Long-Term Equity Incentive Plan	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 13, 2024
10.3 *	Semtech Corporation Executive Change in Control Retention Plan (As Amended and Restated June 11, 2024)	Exhibit 10.2 to the Company's Current Report on Form 8-K filed on June 13, 2024
10.4 *	Form of Restricted Stock Unit Award Certificate (Fiscal 2025)	Filed herewith
10.5 *	Form of Restricted Stock Unit Award Certificate for Executives with Employment Agreements (Fiscal 2025)	Filed herewith
10.6 *	Form of Performance Stock Unit Award Certificate (Fiscal 2025)	Filed herewith
10.7 *	Form of Performance Stock Unit Award Certificate for Executives with Employment Agreements (Fiscal 2025)	Filed herewith
31.1	Certification of the Chief Executive Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended	Filed herewith
31.2	Certification of the Chief Financial Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended	Filed herewith
32	Certification of the Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. §1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Exhibit 32 is being furnished and shall not be deemed "filed")	Furnished herewith
101	The following financial statements from the Company's Company's Quarterly Report on Form 10-Q for the quarter ended July 28, 2024 October 27, 2024, formatted in Inline XBRL: (i) Consolidated Statements of Operations, (ii) Consolidated Statements of Comprehensive Income and Loss, (iii) Consolidated Balance Sheets (iv) Consolidated Statements of Stockholders' Equity, (v) Consolidated Statements of Cash Flow and (v) Notes to Consolidated Financial Statements, tagged as blocks of text and including detailed tags.	
104	The cover page from the Company's Company's Quarterly Report on Form 10-Q for the quarter ended July 28, 2024 October 27, 2024, formatted in Inline XBRL (included as Exhibit 101).	
*	Management contract or compensatory plan or arrangement.	

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SEMTECH CORPORATION

Registrant

Date: August 28, December 3, 2024

/s/ Mark Lin

Mark Lin

Executive Vice President and Chief Financial Officer

(Principal Accounting and Financial Officer)

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SEMTECH CORPORATION
2017 LONG-TERM EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD CERTIFICATE

THIS AWARD is made this [Grant Date] (the "**Award Date**") by Semtech Corporation, a Delaware corporation (the "**Corporation**"), to [Legal Name] (the "**Participant**").

RECITALS

A. The Corporation has established the Corporation's 2017 Long-Term Equity Incentive Plan, as amended and restated (the "**Plan**"), in order to provide eligible persons of the Corporation with an opportunity to acquire shares of the Corporation's common stock (the "**Common Stock**").

B. The Administrator has determined that it would be in the best interests of the Corporation and its stockholders to grant the restricted stock unit award (the "**Award**") described in this Award Certificate to the Participant.

NOW, THEREFORE, this Award is made on the following terms and conditions:

1. Definitions. Capitalized terms used in this Award Certificate and not otherwise defined herein shall have the meanings given to such terms in the Plan.

2. Award of Stock Units. Pursuant to the Plan, the Corporation hereby awards to the Participant as of the date hereof an Award with respect to [Amount] restricted stock units (subject to adjustment in accordance with Section 7.1 of the Plan) (the "**Stock Units**"), which Stock Units are restricted and subject to forfeiture on the terms and conditions hereinafter set forth.

As used herein, the term "Stock Unit" shall mean a non-voting unit of measurement which is deemed solely for purposes of calculating the amount of payment under the Plan and this Award Certificate to be equivalent to one outstanding share of the Common Stock (subject to adjustment in accordance with Section 7.1 of the Plan). The Stock Units shall be used solely as a device for the determination of the payment to eventually be paid to the Participant if such Stock Units vest pursuant to Section 4 hereof. The Stock Units shall not be treated as property or as a trust fund of any kind. The Participant acknowledges that the Administrator may use a broker or other third party to facilitate its recordkeeping for awards granted under the Plan and agrees to comply with any administrative rules and procedures regarding such awards as may be in place from time to time. The Participant acknowledges and agrees that the Corporation may require that any Common Stock received under the Award be deposited in a brokerage account (in the name of the Participant) with a broker designated by the Corporation, and the Participant agrees to take such reasonable steps as the Corporation may require to open and maintain such an account.

3. Rights as a Stockholder; Dividends and Voting.

(a) Limitations on Rights Associated with Units. The Participant shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 3(b) below with respect to dividend equivalent rights) and no voting rights, with respect to the Stock Units and any shares of Common Stock underlying such Stock Units.

(b) Dividend Equivalent Rights Distributions. In the event that the Corporation pays an ordinary cash dividend on its Common Stock and the related dividend payment record date occurs at any time after the Award Date and before all of the Stock Units subject to the Award have either been paid pursuant to Section 5 or terminated pursuant to Section 4, the Corporation shall credit the Participant as of the payment date of such dividend with an additional number of Stock Units equal to (i) the per-share cash dividend paid by the Corporation on its Common Stock with respect to such record date, multiplied by (ii) the total number of outstanding and unpaid Stock Units (including any dividend equivalents previously credited hereunder) (with such total number adjusted pursuant to Section 7.1 of the Plan and/or Section 10 hereof) subject to the Award as of such record date, divided by (iii) the fair market value of a share of Common Stock (as determined under the Plan) on the payment date of such dividend. Any Stock Units credited pursuant to the foregoing provisions of this Section 3(b) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original Stock Units to which they relate. No crediting of Stock Units shall be made pursuant to this Section 3(b) with respect to any Stock Units which, as of such record date, have either been paid pursuant to Section 5 or terminated pursuant to Section 4.

4. Vesting; Termination of Employment.

(a) Vesting in General. Subject to Sections 4(b) and (c) below, the Award shall vest and become nonforfeitable with respect to [one-third (1/3)] of the total number of Stock Units subject to the Award (subject to adjustment under Section 7.1 of the Plan) on [the first Scheduled Vesting Date (as such term is defined below) that occurs on or after the first annual anniversary of the Award Date (the "**First Vesting Date**") and on each of the first and second annual anniversaries of the First Vesting Date]; provided that any fractional Stock Unit otherwise vesting on a particular vesting date shall be ignored but shall be carried forward and combined with any Stock Units

vesting on the next applicable vesting date. The Participant has no right to pro-rated vesting with respect to the Award if his or her services to the Corporation or one of its Subsidiaries terminate before any applicable vesting date with respect to the Award (regardless of the portion of the vesting period the Participant was in service to the Corporation and/or any of its Subsidiaries). For purposes of the Award, the term “**Scheduled Vesting Date**” means [each March 10, June 10, September 10, and December 10 of each calendar year].

(b) **Termination In Connection With a Change in Control.** Notwithstanding any other provision to the contrary contained herein and subject to the provisions of Section 7 of the Plan, in the event the Participant is a participant in the Corporation's Executive Change in Control Retention Plan (the “**Change in Control Plan**”) immediately prior to his or her Termination Date (as defined in Section 4(c) below) and the Participant's employment is terminated in a Qualifying Termination during a Change in Control Window (as such terms are defined in the Change in Control Plan), 100% of the total Stock Units (to the extent outstanding and not previously vested immediately prior to such termination of employment) shall be vested on the Termination Date or, if such Termination Date occurs in the Change in Control Window but

prior to the consummation of the Change in Control (as defined in the Change in Control Plan) to which the Change in Control Window relates, on the date of such Change in Control, provided in each case that the Participant executes and delivers to the Corporation the release contemplated by the Change in Control Plan not later than twenty-one (21) days (forty-five (45) days, if such longer period is required by applicable law) following such vesting date and does not revoke such release.

(c) **Effect of Termination of Employment.** Notwithstanding anything to the contrary contained in any employment or similar agreement entered into by and between the Participant and the Corporation, subject to Section 4(b), if the Participant ceases to be employed by the Corporation or one of its Subsidiaries (regardless of the reason for such termination of employment, whether with or without cause, voluntarily or involuntarily, by the Participant or by the Corporation, or due to the Participant's death or disability), then the Stock Units (including, for clarity, any stock units credited as dividend equivalents pursuant to Section 3(b)) which have not vested as of the date that the Participant ceases to be employed by the Corporation or one of its Subsidiaries (the “**Termination Date**”) shall automatically terminate and be cancelled as of the Termination Date without payment of any consideration by the Corporation and without any other action by the Participant, or the Participant's beneficiary or personal representative, as the case may be.

5. **Timing and Manner of Payment of Stock Units.** Subject to Section 6 below, on or as soon as practicable following (and in all events within thirty (30) days after, unless Section 4(b) applies, in which case the applicable period shall be seventy-four (74) rather than thirty (30) days after the applicable vesting date) the vesting of any Stock Units subject to the Award pursuant to Section 4, the Corporation shall deliver to the Participant a number of shares of Common Stock (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Administrator in its discretion) equal to the number of Stock Units subject to the Award (including any Stock Units issued in respect of dividend equivalent rights) that vested on that particular vesting date; provided, however, that the Corporation reserves the right to settle any Stock Units credited as dividend equivalents pursuant to Section 3(b) by a cash payment. In the event of such a cash payment, the cash payable with respect to a Stock Unit shall equal the fair market value of a share of Common Stock (such fair market value determined under the Plan) as of the vesting date of that Stock Unit. The Corporation's obligation to deliver shares of Common Stock or otherwise make payment with respect to vested Stock Units is subject to the condition precedent that the Participant or other person entitled under the Plan to receive any shares or any such payment with respect to the vested Stock Units deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan. In the event that Section 4(b) applies and the period of time for the Participant to consider, execute and revoke the applicable release agreement spans two calendar years, payment of the Stock Units that accelerated and became vested pursuant to such provision shall be made within the applicable period of time provided for above but in the second of such two years. The Corporation may, in its sole discretion, either ignore fractional share interests or settle them in cash. The Participant shall have no further rights with respect to any Stock Units that are paid pursuant to this Section 5 or that terminate pursuant to Section 4(c).

6. **Section 409A.** Notwithstanding anything to the contrary herein or in the Plan, if the Participant is a “specified employee” within the meaning of Section 409A of the Code, and, as a result of that status, any portion of the payments hereunder would otherwise be subject to taxation pursuant to Section 409A of the Code, the Participant shall not be entitled to any payments upon a “separation from service” (within the meaning of Section 409A of the Code) until the earlier of (i) the date which is six

(6) months after his or her separation from service for any reason other than death, or (ii) the date of the Participant's death; provided that the first such payment thereafter shall include all amounts that would have been paid earlier but for such six (6) month delay.

7. **Non-Transferability of Award.** This Award is personal and, prior to the time they have become vested pursuant to Section 4 hereof or Section 7.2 of the Plan, neither the Stock Units nor any rights hereunder may be transferred, assigned, pledged or hypothecated by the Participant in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution, nor shall any such

rights be subject to execution, attachment or similar process; provided, however, that such restrictions shall not apply to transfers to the Corporation. Except as otherwise provided herein, any attempted alienation, assignment, pledge, hypothecation, attachment, execution or similar process, whether voluntary or involuntary, with respect to all or any part of the Participant's unvested rights under this Award, shall be null and void.

8. **No Right to Continued Employment or Service.** Except as provided in Section 4(b), the vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under the Award. Except as provided in Section 4(b), employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of services as provided in Section 4(c) above. Nothing contained in the Plan or this Award Certificate constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, confers upon the Participant any right to remain in the employ of or service to the Corporation or any of its Subsidiaries, interferes with the right of the Corporation or any of its Subsidiaries at any time to terminate such employment or services, or affects the right of the Corporation or any of its Subsidiaries to increase or decrease the Participant's other compensation. By accepting this Award, the Participant acknowledges and agrees that (a) any person who is terminated before full vesting of an award, such as the one granted to the Participant by this Award Certificate, could attempt to argue that he or she was terminated to preclude vesting; (b) the Participant promises never to make such a claim; and (c) except as otherwise expressly provided in Section 4(b), in any event, the Participant has no right to pro-rated vesting with respect to the Award if his or her service terminates before any applicable vesting date with respect to the Award (regardless of the portion of the vesting period the Participant was actually in the service of the Corporation and/or any of its Subsidiaries).

9. **Tax Consequences.**

(a) **Tax Consultation.** The Participant understands that he or she may suffer adverse tax consequences as a result of his or her acceptance of the Award. The Participant represents that he or she has consulted with any tax consultants he or she deems advisable in connection with the acceptance of the Award and that he or she is not relying on the Corporation or any of its Subsidiaries, officers, employees or agents for any tax advice. By accepting this Award and except as provided in Section 9(b), the Participant acknowledges that he or she shall be solely responsible for the satisfaction of any taxes that may arise (including taxes arising under Section 409A of the Code) with respect to the Award, and that the Corporation and its Subsidiaries shall not have any obligation whatsoever to pay such taxes.

(b) **Withholding.** In connection with any vesting or payment of any Stock Units (and, notwithstanding anything else in this Award Certificate to the contrary, as a condition to any obligation of the Corporation to issue shares of Common Stock or otherwise make any payment

in respect of the Award), or upon any other tax withholding event with respect to the Award, the Participant shall make arrangements satisfactory to the Corporation to provide for the satisfaction of any federal, state, local or other taxes, or other applicable withholding obligations, the Corporation or any of its Subsidiaries may be required to withhold with respect to such event or payment. In connection with any distribution of shares of Common Stock in respect of vested Stock Units, the Corporation may, in its discretion, reduce the number of shares of Common Stock to be delivered by (or otherwise reacquire) the appropriate number of whole shares, valued at their then fair market value (with the "fair market value" of such shares determined in accordance with the applicable provisions of the Plan), to satisfy any such withholding obligations of the Corporation or any of its Subsidiaries with respect to such distribution of shares. In connection with any cash payment in respect of the Award, the Corporation may, in its discretion, satisfy any such withholding obligations of the Corporation or any of its Subsidiaries with respect to such payment by withholding from the amount otherwise payable. The Corporation may also, in its discretion, satisfy any such withholding obligations arising in connection with the Award by deducting such withholding obligations from other compensation payable to the Participant. The Participant agrees to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section 9.

10. **Adjustments Upon Specified Events.** Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator shall make adjustments in accordance with such section in the number of Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Award. No such adjustment shall be made with respect to any ordinary cash dividend for which dividend equivalents are credited pursuant to Section 3(b).

11. **Severability.** In the event that any provision or portion of this Award Certificate shall be determined to be invalid or unenforceable for any reason, in whole or in part, in any jurisdiction, the remaining provisions of this Award Certificate shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law in such jurisdiction, and such invalidity or unenforceability shall have no effect in any other jurisdiction.

12. **Binding Effect.** This Award Certificate shall extend to, be binding upon and inure to the benefit of the Participant and the Participant's legal representatives, heirs, successors and assigns (subject, however, to the limitations set forth in Section 7 with respect to the transfer of this Award Certificate or any rights hereunder or of the Stock Units), and upon the Corporation and its successors and assigns, regardless of any change in the business structure of the Corporation, be it through spin-off, merger, sale of stock, sale of assets or any other transaction.

13. **Notices.** Any notice to the Corporation contemplated by this Award Certificate shall be in writing and be addressed to it in care of its Corporate Secretary; and any notice to the Participant shall be addressed to him or her at the address on file with the Corporation on the date hereof or at such other address as he or she may hereafter designate in writing.

14. **Plan.** The Award and all rights of the Participant under this Award Certificate are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Award Certificate. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Certificate. Unless otherwise expressly provided in other sections of this Award Certificate, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in

the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

15. **Entire Agreement.** This Award Certificate, together with the Plan, constitutes the entire understanding between the Corporation and the Participant with regard to the subject matter of this Award Certificate. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter of this Award Certificate.

16. **Waiver.** The waiver of any breach of any duty, term or condition of this Award Certificate shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or of any other duty, term or condition of this Award Certificate.

17. **Interpretation.** The interpretation, construction, performance and enforcement of the terms and conditions of this Award Certificate and the Plan shall lie within the sole discretion of the Administrator, and the Administrator's determinations shall be conclusive and binding on all interested persons.

18. **Choice of Law; Arbitration.** This Award Certificate shall be governed by, and construed in accordance with, the laws of the State of California (disregarding any choice-of-law provisions). If the Participant is a party to an agreement with the Corporation to arbitrate claims, such agreement to arbitrate claims shall apply as to any dispute or disagreement regarding the Participant's rights under this Award Certificate.

19. **Construction.** It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Certificate shall be construed and interpreted consistent with that intent.

20. **Clawback Policy.** The Award is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Award or any shares of Common Stock or other cash or property received with respect to the Award (including any value received from a disposition of the shares acquired upon payment of the Award). The Participant hereby agrees to promptly repay to the Corporation any amounts that are required to be repaid pursuant to such policy.

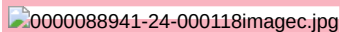
21. **Section Headings.** The section headings of this Award Certificate are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

22. **No Advice Regarding Grant.** The Participant is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Participant may determine is needed or appropriate with respect to the Stock Units (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Certificate) or recommendation with respect to the Award.

The Participant, in accepting the Award, agrees to the terms and conditions of this Award Certificate.

SEMTECH CORPORATION,
a Delaware corporation

By: _____
Mark Lin



SEMTECH CORPORATION
2017 LONG-TERM EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD CERTIFICATE

THIS AWARD is made this [] (the “Award Date”) by Semtech Corporation, a Delaware corporation (the “Corporation”), to [] (the “Participant”).

RECITALS

A. The Corporation has established the Corporation’s 2017 Long-Term Equity Incentive Plan, as amended and restated (the “Plan”), in order to provide eligible persons of the Corporation with an opportunity to acquire shares of the Corporation’s common stock (the “Common Stock”).

B. The Administrator has determined that it would be in the best interests of the Corporation and its stockholders to grant the restricted stock unit award (the “Award”) described in this Award Certificate to the Participant.

NOW, THEREFORE, this Award is made on the following terms and conditions:

1. **Definitions.** Capitalized terms used in this Award Certificate and not otherwise defined herein shall have the meanings given to such terms in the Plan.

2. **Award of Stock Units.** Pursuant to the Plan, the Corporation hereby awards to the Participant as of the date hereof an Award with respect to [] restricted stock units (subject to adjustment in accordance with Section 7.1 of the Plan) (the “Stock Units”), which Stock Units are restricted and subject to forfeiture on the terms and conditions hereinafter set forth. As used herein, the term “Stock Unit” shall mean a non-voting unit of measurement which is deemed solely for purposes of calculating the amount of payment under the Plan and this Award Certificate to be equivalent to one outstanding share of the Common Stock (subject to adjustment in accordance with Section 7.1 of the Plan). The Stock Units shall be used solely as a device for the determination of the payment to eventually be paid to the Participant if such Stock Units vest pursuant to Section 4 hereof. The Stock Units shall not be treated as property or as a trust fund of any kind. The Participant acknowledges that the Administrator may use a broker or other third party to facilitate its recordkeeping for awards granted under the Plan and agrees to comply with any administrative rules and procedures regarding such awards as may be in place from time to time. The Participant acknowledges and agrees that the Corporation may require that any Common Stock received under the Award be deposited in a brokerage account (in the name of the Participant) with a broker designated by the Corporation, and the Participant agrees to take such reasonable steps as the Corporation may require to open and maintain such an account. [The Award, together with any stock units granted by the Company to the Participant on or about the Award Date that are subject to both time/service-based and performance-based vesting conditions (the terms and conditions of which are governed by a written Performance Stock Unit Award Certificate from the Company), are in full satisfaction of any and all rights that the Participant may have to receive equity awards from the Company in fiscal year 2025 pursuant to Section [] of the Participant’s Employment

Agreement with the Company dated [] (the “Employment Agreement”). In the event of any conflict or inconsistency between this Award Certificate and the Employment Agreement, this Award Certificate controls.]

3. **Rights as a Stockholder; Dividends and Voting.**

(a) **Limitations on Rights Associated with Units.** The Participant shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 3(b) below with respect to dividend equivalent rights) and no voting rights, with respect to the Stock Units and any shares of Common Stock underlying such Stock Units.

(b) **Dividend Equivalent Rights Distributions.** In the event that the Corporation pays an ordinary cash dividend on its Common Stock and the related dividend payment record date occurs at any time after the Award Date and before all of the Stock Units subject to the Award have either been paid pursuant to Section 5 or terminated pursuant to Section 4, the Corporation shall credit the Participant as of

the payment date of such dividend with an additional number of Stock Units equal to (i) the per-share cash dividend paid by the Corporation on its Common Stock with respect to such record date, multiplied by (ii) the total number of outstanding and unpaid Stock Units (including any dividend equivalents previously credited hereunder) (with such total number adjusted pursuant to Section 7.1 of the Plan and/or Section 10 hereof) subject to the Award as of such record date, divided by (iii) the fair market value of a share of Common Stock (as determined under the Plan) on the payment date of such dividend. Any Stock Units credited pursuant to the foregoing provisions of this Section 3(b) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original Stock Units to which they relate. No crediting of Stock Units shall be made pursuant to this Section 3(b) with respect to any Stock Units which, as of such record date, have either been paid pursuant to Section 5 or terminated pursuant to Section 4.

4. Vesting; Termination of Employment.

(a) Vesting in General. Subject to Sections 4(b) and (c) below, the Award shall vest and become nonforfeitable with respect to [one-third (1/3)] of the total number of Stock Units subject to the Award (subject to adjustment under Section 7.1 of the Plan) on [the first Scheduled Vesting Date (as such term is defined below) that occurs on or after the first annual anniversary of the Award Date (the “**First Vesting Date**”) and on each of the first and second annual anniversaries of the First Vesting Date]; provided that any fractional Stock Unit otherwise vesting on a particular vesting date shall be ignored but shall be carried forward and combined with any Stock Units vesting on the next applicable vesting date. The Participant has no right to pro-rated vesting with respect to the Award if his or her services to the Corporation or one of its Subsidiaries terminate before any applicable vesting date with respect to the Award (regardless of the portion of the vesting period the Participant was in service to the Corporation and/or any of its Subsidiaries). For purposes of the Award, the term “**Scheduled Vesting Date**” means [each March 10, June 10, September 10, and December 10 of each calendar year].

(b) Termination In Connection With a Change in Control. Notwithstanding any other provision to the contrary contained herein and subject to the provisions of Section 7 of the Plan, in the event that, during a Change in Control Window, the Participant's employment with the Corporation or one of its Subsidiaries terminates as a result of a termination by the Corporation or such Subsidiary without Cause (other than due to the Participant's death or Disability) or a

resignation by the Participant for Good Reason, 100% of the total Stock Units (to the extent outstanding and not previously vested immediately prior to such termination of employment) shall be vested on the date that the Participant ceases to be employed by the Corporation or one of its Subsidiaries (the “**Termination Date**”) or, if such Termination Date occurs in the Change in Control Window but prior to the consummation of the Change in Control Event to which the Change in Control Window relates, on the date of such Change in Control Event, provided in each case that the Participant executes and delivers to the Corporation the release contemplated by the Employment Agreement not later than twenty-one (21) days (forty-five (45) days, if such longer period is required by applicable law) following such vesting date and does not revoke such release (the “**Release Requirement**”). As used in this Award Certificate, the terms “Cause”, “Good Reason”, “Disability”, “Change in Control Window”, and “Change in Control Event” shall have the meaning ascribed to such term in the Employment Agreement.

(c) Effect of Termination of Employment. Subject to Section 4(b), if the Participant ceases to be employed by the Corporation or one of its Subsidiaries then the Stock Units which have not vested as of the Participant's Termination Date shall automatically terminate and be cancelled as of the Termination Date without payment of any consideration by the Corporation and without any other action by the Participant, or the Participant's beneficiary or personal representative, as the case may be; provided, however, that if the Participant's employment with the Corporation or one of its Subsidiaries terminates as a result of a termination by the Corporation without Cause (other than due to the Participant's death or Disability) or a resignation by the Participant for Good Reason, then (provided the Participant satisfies the Release Requirement) the Award shall vest as of the Termination Date as to any portion of the Award that would have vested hereunder if the Participant's employment with the Corporation or such Subsidiary had continued for twelve (12) months after the Termination Date (and, subject to Section 3(b), any portion of the Award that is not vested after giving effect to this acceleration provision shall terminate at such time as provided in Section 5.3(b) of the Employment Agreement).

5. Timing and Manner of Payment of Stock Units. Subject to Section 6 below, on or as soon as practicable following (and in all events within thirty (30) days after, unless the Release Requirement in Section 4(b) or 4(c) applies, in which case the applicable period shall be seventy-four (74) rather than thirty (30) days after the applicable vesting date) the vesting of any Stock Units subject to the Award pursuant to Section 4, the Corporation shall deliver to the Participant a number of shares of Common Stock (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Administrator in its discretion) equal to the number of Stock Units subject to the Award (including any Stock Units issued in respect of dividend equivalent rights) that vested on that particular vesting date; provided, however, that the Corporation reserves the right to settle any Stock Units credited as dividend equivalents pursuant to Section 3(b) by a cash payment. In the event of such a cash payment, the cash payable with respect to a Stock Unit shall equal the fair market value of a share of Common Stock (such fair market value determined under the Plan) as of the vesting date of that Stock Unit. The Corporation's obligation to deliver shares of Common Stock or otherwise make payment with respect to vested Stock Units is subject to the condition precedent that the

Participant or other person entitled under the Plan to receive any shares or any such payment with respect to the vested Stock Units deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan. In the event that the Release Requirement in Section 4(b) or 4(c) applies and the period of time for the Participant to consider, execute and revoke the applicable release agreement spans two calendar years, payment of the Stock Units that accelerated and became vested pursuant to such provision shall be made within the applicable period of time provided

for above but in the second of such two years. The Corporation may, in its sole discretion, either ignore fractional share interests or settle them in cash. The Participant shall have no further rights with respect to any Stock Units that are paid pursuant to this Section 5 or that terminate pursuant to Section 4(c).

6. Section 409A. Notwithstanding anything to the contrary herein or in the Plan, if the Participant is a "specified employee" within the meaning of Section 409A of the Code, and, as a result of that status, any portion of the payments hereunder would otherwise be subject to taxation pursuant to Section 409A of the Code, the Participant shall not be entitled to any payments upon a "separation from service" (within the meaning of Section 409A of the Code) until the earlier of (i) the date which is six (6) months after his or her separation from service for any reason other than death, or (ii) the date of the Participant's death; provided that the first such payment thereafter shall include all amounts that would have been paid earlier but for such six (6) month delay.

7. Non-Transferability of Award. This Award is personal and, prior to the time they have become vested pursuant to Section 4 hereof or Section 7.2 of the Plan, neither the Stock Units nor any rights hereunder may be transferred, assigned, pledged or hypothecated by the Participant in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution, nor shall any such rights be subject to execution, attachment or similar process; provided, however, that such restrictions shall not apply to transfers to the Corporation. Except as otherwise provided herein, any attempted alienation, assignment, pledge, hypothecation, attachment, execution or similar process, whether voluntary or involuntary, with respect to all or any part of the Participant's unvested rights under this Award, shall be null and void.

8. No Right to Continued Employment or Service. Except as provided in Sections 4(b) and 4(c), the vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under the Award. Except as provided in Section 4(b) and 4(c), employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of services as provided in Section 4(c) above. Nothing contained in the Plan or this Award Certificate constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, confers upon the Participant any right to remain in the employ of or service to the Corporation or any of its Subsidiaries, interferes with the right of the Corporation or any of its Subsidiaries at any time to terminate such employment or services, or affects the right of the Corporation or any of its Subsidiaries to increase or decrease the Participant's other compensation. By accepting this Award, the Participant acknowledges and agrees that (a) any person who is terminated before full vesting of an award, such as the one granted to the Participant by this Award Certificate, could attempt to argue that he or she was terminated to preclude vesting; (b) the Participant promises never to make such a claim; and (c) except as otherwise expressly provided in Section 4(b) and 4(c), in any event, the Participant has no right to pro-rated vesting with respect to the Award if his or her service terminates before any applicable vesting date with respect to the Award (regardless of the portion of the vesting period the Participant was actually in the service of the Corporation and/or any of its Subsidiaries).

9. Tax Consequences.

(a) Tax Consultation. The Participant understands that he or she may suffer adverse tax consequences as a result of his or her acceptance of the Award. The Participant represents that he or she has consulted with any tax consultants he or she deems advisable in connection with the acceptance of the Award and that he or she is not relying on the Corporation or any of its

Subsidiaries, officers, employees or agents for any tax advice. By accepting this Award and except as provided in Section 9(b), the Participant acknowledges that he or she shall be solely responsible for the satisfaction of any taxes that may arise (including taxes arising under Section 409A of the Code) with respect to the Award, and that the Corporation and its Subsidiaries shall not have any obligation whatsoever to pay such taxes.

(b) Withholding. In connection with any vesting or payment of any Stock Units (and, notwithstanding anything else in this Award Certificate to the contrary, as a condition to any obligation of the Corporation to issue shares of Common Stock or otherwise make any payment in respect of the Award), or upon any other tax withholding event with respect to the Award, the Participant shall make arrangements satisfactory to the Corporation to provide for the satisfaction of any federal, state, local or other taxes, or other applicable withholding obligations, the Corporation or any of its Subsidiaries may be required to withhold with respect to such event or payment. In

connection with any distribution of shares of Common Stock in respect of vested Stock Units, the Corporation may, in its discretion, reduce the number of shares of Common Stock to be delivered by (or otherwise reacquire) the appropriate number of whole shares, valued at their then fair market value (with the "fair market value" of such shares determined in accordance with the applicable provisions of the Plan), to satisfy any such withholding obligations of the Corporation or any of its Subsidiaries with respect to such distribution of shares. In connection with any cash payment in respect of the Award, the Corporation may, in its discretion, satisfy any such withholding obligations of the Corporation or any of its Subsidiaries with respect to such payment by withholding from the amount otherwise payable. The Corporation may also, in its discretion, satisfy any such withholding obligations arising in connection with the Award by deducting such withholding obligations from other compensation payable to the Participant. The Participant agrees to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section 9.

10. Adjustments Upon Specified Events. Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator shall make adjustments in accordance with such section in the number of Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Award. No such adjustment shall be made with respect to any ordinary cash dividend for which dividend equivalents are credited pursuant to Section 3(b).

11. Severability. In the event that any provision or portion of this Award Certificate shall be determined to be invalid or unenforceable for any reason, in whole or in part, in any jurisdiction, the remaining provisions of this Award Certificate shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law in such jurisdiction, and such invalidity or unenforceability shall have no effect in any other jurisdiction.

12. Binding Effect. This Award Certificate shall extend to, be binding upon and inure to the benefit of the Participant and the Participant's legal representatives, heirs, successors and assigns (subject, however, to the limitations set forth in Section 7 with respect to the transfer of this Award Certificate or any rights hereunder or of the Stock Units), and upon the Corporation and its successors and assigns, regardless of any change in the business structure of the Corporation, be it through spin-off, merger, sale of stock, sale of assets or any other transaction.

13. Notices. Any notice to the Corporation contemplated by this Award Certificate shall be in writing and be addressed to it in care of its Corporate Secretary; and any notice to the Participant shall

be addressed to him or her at the address on file with the Corporation on the date hereof or at such other address as he or she may hereafter designate in writing.

14. Plan. The Award and all rights of the Participant under this Award Certificate are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Award Certificate. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Certificate. Unless otherwise expressly provided in other sections of this Award Certificate, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

15. Entire Agreement. This Award Certificate, together with the Plan (and the provisions of the Employment Agreement referred to herein), constitutes the entire understanding between the Corporation and the Participant with regard to the subject matter of this Award Certificate. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter of this Award Certificate.

16. Waiver. The waiver of any breach of any duty, term or condition of this Award Certificate shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or of any other duty, term or condition of this Award Certificate.

17. Interpretation. The interpretation, construction, performance and enforcement of the terms and conditions of this Award Certificate and the Plan shall lie within the sole discretion of the Administrator, and the Administrator's determinations shall be conclusive and binding on all interested persons.

18. Choice of Law; Arbitration. This Award Certificate shall be governed by, and construed in accordance with, the laws of the State of California (disregarding any choice-of-law provisions). The arbitration provisions set forth in Section 16 of the Employment Agreement shall apply as to any dispute or disagreement regarding the Participant's rights under this Award Certificate.

19. Construction. It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Certificate shall be construed and interpreted consistent with that intent.

20. **Clawback Policy.** The Award is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Award or any shares of Common Stock or other cash or property received with respect to the Award (including any value received from a disposition of the shares acquired upon payment of the Award). The Participant hereby agrees to promptly repay to the Corporation any amounts that are required to be repaid pursuant to such policy.

21. **Section Headings.** The section headings of this Award Certificate are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

22. **No Advice Regarding Grant.** The Participant is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Participant may determine is needed or appropriate with respect to the Stock Units (including, without limitation, to determine the foreign,

state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Certificate) or recommendation with respect to the Award.

The Participant, in accepting the Award, agrees to the terms and conditions of this Award Certificate.

SEMTECH CORPORATION,

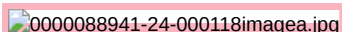
a Delaware corporation

By: _____

Mark Lin

Executive Vice President and Chief Financial Officer

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SEMTECH CORPORATION
2017 LONG-TERM EQUITY INCENTIVE PLAN
PERFORMANCE STOCK UNIT AWARD CERTIFICATE

THIS AWARD is made this [Grant Date] (the "**Award Date**") by Semtech Corporation, a Delaware corporation (the "**Corporation**"), to [Legal Name] (the "**Participant**").

RECITALS

A. The Corporation has established the Corporation's 2017 Long-Term Equity Incentive Plan, as amended and restated (the "**Plan**"), in order to provide eligible persons of the Corporation with an opportunity to acquire shares of the Corporation's common stock (the "**Common Stock**").

B. The Administrator has determined that it would be in the best interests of the Corporation and its stockholders to grant the performance stock unit award (the "**Award**") described in this Award Certificate to the Participant.

NOW, THEREFORE, this Award is made on the following terms and conditions:

1. **Definitions.** Capitalized terms used in this Award Certificate (including Exhibit A hereto) and not otherwise defined herein (including Exhibit A hereto) shall have the meanings given to such terms in the Plan.

2. **Award of Performance Units.** Pursuant to the Plan, the Corporation hereby awards to the Participant as of the date hereof an Award (at "target") of [Amount] performance stock units (subject to adjustment in accordance with Section 7.1 of the Plan) (such number of units, the "**Total Target Number of Performance Units**" and all performance stock units that are subject to the Award, the "**Performance Units**"), which Performance Units are restricted and subject to forfeiture on the terms and conditions hereinafter set forth. As used herein, the term "stock unit" shall mean a non-voting unit of measurement which is deemed solely for purposes of calculating the amount of payment under the Plan and this Award Certificate to be equivalent to one outstanding share of the Common Stock (subject to adjustment in accordance with Section 7.1 of

the Plan). The Performance Units shall be used solely as a device for the determination of the payment to eventually be paid to the Participant if such Performance Units vest pursuant to Section 4. The Performance Units shall not be treated as property or as a trust fund of any kind. The Participant acknowledges that the Administrator may use a broker or other third party to facilitate its recordkeeping for awards granted under the Plan and agrees to comply with any administrative rules and procedures regarding such awards as may be in place from time to time. The Participant acknowledges and agrees that the Corporation may require that any Common Stock received under the Award be deposited in a brokerage account (in the name of the Participant) with a broker designated by the Corporation, and the Participant agrees to take such reasonable steps as the Corporation may require to open and maintain such an account. The Award, together with any time/service-based vesting restricted stock units previously granted by the Company to the Participant in fiscal year 2025 (the terms and conditions of which are governed by a written Restricted Stock Unit

Award Certificate from the Company), are in full satisfaction of any and all rights that the Participant may have to receive equity awards from the Company in fiscal year 2025. Any Company obligation to grant equity awards to the Participant with respect to any fiscal year prior to 2025 has also been fully satisfied.

3. Rights as a Stockholder; Dividends and Voting.

(a) Limitations on Rights Associated with Units. The Participant shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 3(b) below with respect to dividend equivalent rights) and no voting rights, with respect to the Performance Units and any shares of Common Stock underlying such Performance Units.

(b) Dividend Equivalent Rights Distributions. In the event that the Corporation pays an ordinary cash dividend on its Common Stock and the related dividend payment record date occurs at any time after the Award Date and before all of the Performance Units subject to the Award have either been paid pursuant to Section 5 or terminated pursuant to Section 4 or Exhibit A, the Corporation shall credit the Participant as of the payment date of such dividend with an additional number of Performance Units equal to (i) the per-share cash dividend paid by the Corporation on its Common Stock with respect to such record date, multiplied by (ii) the total number of outstanding and unpaid Performance Units (including any dividend equivalents previously credited hereunder) (with such total number based on the Total Target Number of Performance Units allocated to the Performance Period as to any Performance Period that has not been completed; and subject to adjustment pursuant to Section 7.1 of the Plan and/or Section 10 hereof) subject to the Award as of such record date, divided by (iii) the fair market value of a share of Common Stock (as determined under the Plan) on the payment date of such dividend. Any Performance Units credited pursuant to the foregoing provisions of this Section 3(b) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original Performance Units to which they relate. No crediting of Performance Units shall be made pursuant to this Section 3(b) with respect to any Performance Units which, as of such record date, have either been paid pursuant to Section 5 or terminated pursuant to Section 4 or Exhibit A.

4. Vesting; Termination of Employment.

(a) Vesting in General. The Award is subject to the vesting terms and conditions set forth in Exhibit A hereto, incorporated herein by this reference. References herein to this Section 4 include Exhibit A. Except as expressly provided herein, the vesting date for any Performance Units allocated to a particular Performance Period (as defined in Exhibit A) that are determined pursuant to Exhibit A to be eligible to vest with respect to that Performance Period shall be the date on which the Administrator determines the vesting of such Performance Units for that Performance Period in accordance with Exhibit A (the “**Determination Date**”); provided, however, that the Determination Date shall be not later than two and one-half months after the last day of the Performance Period; and provided, further, that the vesting date of the Performance Units allocated to the first Performance Period hereunder shall be the later of (i) the Determination Date for that Performance Period and (ii) the first anniversary of the Award Date. The Participant has no right to pro-rated vesting with respect to the Award if his or her services to the Corporation or one of its Subsidiaries terminate before any applicable vesting date with respect to the Award (regardless of the portion of the vesting period the Participant was in service to the Corporation and/or any of its Subsidiaries).

(b) Termination In Connection With a Change in Control. Notwithstanding any other provision to the contrary contained herein but subject to the release condition below, in the event the Participant is a participant in the Corporation's Executive Change in Control Retention Plan (the “**Change in Control Plan**”) immediately prior to his or her Termination Date (as defined in Section 4(c) below) and the Participant's employment is terminated in a Qualifying Termination during a Change in Control Window (as such terms are defined in the Change in Control Plan), the Award (to the extent outstanding immediately prior to such termination of employment) shall vest on the Termination Date (or, if such Termination Date occurs in the Change in Control Window but prior to the consummation of the Change in Control (as defined in the Change in Control Plan) to which the Change in Control Window relates, on the date of such Change in Control) as to the total number of Performance Units subject to the Award determined to be eligible to vest pursuant to Section A.5 of

Exhibit A hereto in connection with such Change in Control less the number of Performance Units subject to the Award that otherwise vested on or before such Termination Date (or on or before the date of the Change in Control, as the case may be), provided that the Participant executes and delivers to the Corporation the release contemplated by the Change in Control Plan not later than twenty-one (21) days (forty-five (45) days, if such longer period is required by applicable law) following such vesting date and does not revoke such release.

(c) **Effect of Termination of Employment.** Notwithstanding anything to the contrary contained in any employment or similar agreement entered into by and between the Participant and the Corporation, subject to Section 4(b), if the Participant ceases to be employed by the Corporation or one of its Subsidiaries (regardless of the reason for such termination of employment, whether with or without cause, voluntarily or involuntarily, by the Participant or by the Corporation, or due to the Participant's death or disability), then the Performance Units (including, for clarity, any units credited as dividend equivalents pursuant to Section 3(b)) which have not vested pursuant to the terms of this Award Certificate as of the date that the Participant ceases to be employed by the Corporation or one of its Subsidiaries (the "**Termination Date**") shall automatically terminate and be cancelled as of the Termination Date without payment of any consideration by the Corporation and without any other action by the Participant, or the Participant's beneficiary or personal representative, as the case may be.

5. **Timing and Manner of Payment of Performance Units.** Subject to Section 6 below, on or as soon as practicable following (and in all events within thirty (30) days after, unless Section 4(b) applies, in which case the applicable period shall be seventy-four (74) rather than thirty (30) days after the applicable vesting date) the vesting of any Performance Units subject to the Award pursuant to Section 4 or Section A.5 of Exhibit A hereto (and in all events, other than as to any Performance Units vesting on the first anniversary of the Award Date, not later than seventy-four (74) days following the end of the Performance Period as to which such Performance Units vested), the Corporation shall deliver to the Participant a number of shares of Common Stock (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Administrator in its discretion) equal to the number of Performance Units subject to the Award (including any Performance Units issued in respect of dividend equivalent rights) that vested on that particular vesting date; provided, however, that the Corporation reserves the right to settle any Performance Units credited as dividend equivalents pursuant to Section 3(b) by a cash payment. In the event of such a cash payment, the cash payable with respect to a Performance Unit shall equal the fair market value of a share of Common Stock (such fair market value determined under the Plan) as of the vesting date of that Performance Unit. The Corporation's obligation to deliver shares of Common Stock or otherwise make

payment with respect to vested Performance Units is subject to the condition precedent that the Participant or other person entitled under the Plan to receive any shares or any such payment with respect to the vested Performance Units deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan. In the event that Section 4(b) applies and the period of time for the Participant to consider, execute and revoke the applicable release agreement spans two calendar years, payment of the Performance Units that accelerated and became vested pursuant to such provision shall be made within the applicable period of time provided for above but in the second of such two years. The Corporation may, in its sole discretion, either ignore fractional share interests or settle them in cash. The Participant shall have no further rights with respect to any Performance Units that are paid pursuant to this Section 5, that terminate pursuant to Section 4(c), or that terminate pursuant to Section A.2 of Exhibit A.

6. **Section 409A.** Notwithstanding anything to the contrary herein or in the Plan, if the Participant is a "specified employee" within the meaning of Section 409A of the Code, and, as a result of that status, any portion of the payments hereunder would otherwise be subject to taxation pursuant to Section 409A of the Code, the Participant shall not be entitled to any payments upon a "separation from service" (within the meaning of Section 409A of the Code) until the earlier of (i) the date which is six (6) months after his or her separation from service for any reason other than death, or (ii) the date of the Participant's death; provided that the first such payment thereafter shall include all amounts that would have been paid earlier but for such six (6) month delay.

7. **Non-Transferability of Award.** This Award is personal and neither the Performance Units nor any rights hereunder may be transferred, assigned, pledged or hypothecated by the Participant in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution, nor shall any such rights be subject to execution, attachment or similar process; provided, however, that such restrictions shall not apply to transfers to the Corporation. Except as otherwise provided herein, any attempted alienation, assignment, pledge, hypothecation, attachment, execution or similar process, whether voluntary or involuntary, with respect to all or any part of the Participant's rights under this Award, shall be null and void. The provisions of this Section 7 shall not apply as to any shares of Common Stock delivered in payment of the Award once such shares have been delivered by the Corporation pursuant to Section 5.

8. **No Right to Continued Employment or Service.** Except as provided in Section 4(b), the vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under the Award. Except as provided in Section 4(b), employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a

termination of services as provided in Section 4(c) above. Nothing contained in the Plan or this Award Certificate constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, confers upon the Participant any right to remain in the employ of or service to the Corporation or any of its Subsidiaries, interferes with the right of the Corporation or any of its Subsidiaries at any time to terminate such employment or services, or affects the right of the Corporation or any of its Subsidiaries to increase or decrease the Participant's other compensation. By accepting this Award, the Participant acknowledges and agrees that (a) any person who is terminated before full vesting of an award, such as the one granted to the Participant by this Award Certificate, could attempt to argue that he or she was terminated to preclude vesting; (b) the Participant promises never to make such a claim; and (c) except as otherwise expressly provided in Section 4(b), in any event, the Participant has no right to pro-rated vesting with respect to the Award if his or her service terminates before any applicable vesting date with respect to the Award (regardless of

the portion of the vesting period the Participant was actually in the service of the Corporation and/or any of its Subsidiaries).

9. Tax Consequences.

(a) Tax Consultation. The Participant understands that he or she may suffer adverse tax consequences as a result of his or her acceptance of the Award. The Participant represents that he or she has consulted with any tax consultants he or she deems advisable in connection with the acceptance of the Award and that he or she is not relying on the Corporation or any of its Subsidiaries, officers, employees or agents for any tax advice. By accepting this Award and except as provided in Section 9(b), the Participant acknowledges that he or she shall be solely responsible for the satisfaction of any taxes that may arise (including taxes arising under Section 409A of the Code) with respect to the Award, and that the Corporation and its Subsidiaries shall not have any obligation whatsoever to pay such taxes.

(b) Withholding. Upon any distribution of shares of Common Stock in respect of the Performance Units, the Corporation shall automatically reduce the number of shares of Common Stock to be delivered by (or otherwise reacquire) the appropriate number of whole shares, valued at their then fair market value (with the "fair market value" of such shares determined in accordance with the applicable provisions of the Plan), to satisfy any withholding obligations of the Corporation or any of its Subsidiaries with respect to such distribution of shares at the applicable withholding rates. In the event that the Corporation cannot legally satisfy such withholding obligations by such reduction of shares, or in the event of a cash payment or any other withholding event in respect of the Performance Units, the Corporation (or a Subsidiary) shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to such distribution or payment. The Participant agrees to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section 9.

10. Adjustments: Change in Control.

(a) Adjustments Upon Specified Events. Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator shall make adjustments in accordance with such section in the number of Performance Units then outstanding and the number and kind of securities that may be issued in respect of the Award. No such adjustment shall be made with respect to any ordinary cash dividend for which dividend equivalents are credited pursuant to Section 3(b). For purposes of clarity, Exhibit A controls as to any adjustment of the performance goals, criteria or metrics, and references herein to Section 7.1 of the Plan or this Section 10 shall include Exhibit A as to such goals, criteria or metrics.

(b) Change in Control. If, at any time after the Award Date and before the last day of the last scheduled Performance Period pursuant to Exhibit A hereto, a Change in Control occurs, the provisions of Section A.5 of Exhibit A hereto shall apply.

11. Severability. In the event that any provision or portion of this Award Certificate shall be determined to be invalid or unenforceable for any reason, in whole or in part, in any jurisdiction, the remaining provisions of this Award Certificate shall be unaffected thereby and shall remain in full force

and effect to the fullest extent permitted by law in such jurisdiction, and such invalidity or unenforceability shall have no effect in any other jurisdiction.

12. Binding Effect. This Award Certificate shall extend to, be binding upon and inure to the benefit of the Participant and the Participant's legal representatives, heirs, successors and assigns (subject, however, to the limitations set forth in Section 7 with respect to the transfer of this Award Certificate or any rights hereunder or of the Performance Units), and upon the Corporation and its successors and assigns, regardless of any change in the business structure of the Corporation, be it through spin-off, merger, sale of stock, sale of assets or any other transaction.

13. **Notices.** Any notice to the Corporation contemplated by this Award Certificate shall be in writing and be addressed to it in care of its Corporate Secretary; and any notice to the Participant shall be addressed to him or her at the address on file with the Corporation on the date hereof or at such other address as he or she may hereafter designate in writing.

14. **Plan.** The Award and all rights of the Participant under this Award Certificate are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Award Certificate. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Certificate. Unless otherwise expressly provided in other sections of this Award Certificate, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

15. **Entire Agreement.** This Award Certificate, together with the Plan, constitutes the entire understanding between the Corporation and the Participant with regard to the subject matter of this Award Certificate. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter of this Award Certificate.

16. **Waiver.** The waiver of any breach of any duty, term or condition of this Award Certificate shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or of any other duty, term or condition of this Award Certificate.

17. **Interpretation.** The interpretation, construction, performance and enforcement of the terms and conditions of this Award Certificate and the Plan shall lie within the sole discretion of the Administrator, and the Administrator's determinations shall be conclusive and binding on all interested persons.

18. **Choice of Law; Arbitration.** This Award Certificate shall be governed by, and construed in accordance with, the laws of the State of California (disregarding any choice-of-law provisions). If the Participant is a party to an agreement with the Corporation to arbitrate claims, such agreement to arbitrate claims shall apply as to any dispute or disagreement regarding the Participant's rights under this Award Certificate.

19. **Construction.** It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Certificate shall be construed and interpreted consistent with that intent.

20. **Clawback Policy.** The Award is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Award or any shares of Common Stock or other cash or property received with respect to the Award (including any value received from a disposition of the shares acquired upon payment of the Award). The Participant hereby agrees to promptly repay to the Corporation any amounts that are required to be repaid pursuant to such policy.

21. **Section Headings.** The section headings of this Award Certificate are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

22. **No Advice Regarding Grant.** The Participant is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Participant may determine is needed or appropriate with respect to the Performance Units (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Certificate) or recommendation with respect to the Award.

The Participant, in accepting the Award, agrees to the terms and conditions of this Award Certificate.

SEMTECH CORPORATION,

a Delaware corporation

By: _____

Mark Lin

Executive Vice President and Chief Financial Officer

EXHIBIT A

VESTING TERMS AND CONDITIONS

The percentage of the Total Target Number of Performance Units (as set forth in Section 2 of this Award Certificate) subject to the Award that vest will range from zero percent (0%) to two hundred percent (200%) and, subject to Section 4 of this Award Certificate and Section A.5 below, will be determined based on the Corporation's Net Revenue and Non-GAAP Operating Income (as such terms are defined below) for the Corporation's 2025, 2026 and 2027 fiscal years, and a Relative TSR Ranking adjustment measured with respect to such fiscal years, as set forth below in this Exhibit A. One-half (1/2) of the Total Target Number of Performance Units are allocated to the Net Revenue metric and referred to as the "Target Number of Net Revenue Performance Units"; and one-half (1/2) of the Total Target Number of Performance Units are allocated to the Non-GAAP Operating Income metric and referred to as the "Target Number of Non-GAAP Operating Income Performance Units". In addition, one-third (1/3) of the Total Target Number of Performance Units (as well as one-third (1/3) of the Target Number of Net Revenue Performance Units and one-third (1/3) of the Target Number of Non-GAAP Operating Income Performance Units) are allocated to the FY25 Performance Period; two-thirds (2/3) of the Total Target Number of Performance Units (as well as two-thirds of the Target Number of Net Revenue Performance Units and two-thirds of the Target Number of Non-GAAP Operating Income Performance Units) are allocated to the FY26 Performance Period; and 100% of the Total Target Number of Performance Units (as well as 100% of the Target Number of Net Revenue Performance Units and 100% of the Target Number of Non-GAAP Operating Income Performance Units) are allocated to the FY27 Performance Period. Subject to Section 4 of this Award Certificate and Section A.5 below, the percentage of the Target Number of Net Revenue Performance Units subject to the Award that vest will be determined based on the Corporation's Net Revenue for each Performance Period, and the percentage of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award that vest will be determined based on the Corporation's Non-GAAP Operating Income for each Performance Period (and, with respect to the Performance Units allocated to the FY27 Performance Period, subject to the effect of a Relative TSR Ranking adjustment for the TSR Measurement Period as set forth below).

A.1 Performance-Based Vesting

FY25 Performance Period. The Net Revenue Achievement Percentage and the Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period will be determined based on the Corporation's Net Revenue and the Non-GAAP Operating Income, respectively, for the FY25 Performance Period using the following tables (with such percentage in each case to be interpolated on a linear basis for performance between the levels stated in the table).

If the Corporation's Net Revenue for the FY25 Performance Period (in millions) is:	The Net Revenue Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

If the Corporation's Non-GAAP Operating Income for the FY25 Performance Period (in millions) is:	The Non-GAAP Operating Income Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

Subject to Section 4 of this Award Certificate and Section A.5 below, the number of Performance Units subject to the Award that vest with respect to the FY25 Performance Period will equal:

- One-third (1/3) of the Target Number of Net Revenue Performance Units subject to the Award, multiplied by the Net Revenue Achievement Percentage for the FY25 Performance Period determined using the table above, plus
- One-third (1/3) of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award, multiplied by the Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period determined using the table above;

provided, however, that the maximum number of Performance Units that may vest with respect to the FY25 Performance Period is one-third (1/3) of the Total Target Number of Performance Units subject to the Award.

FY26 Performance Period. The Net Revenue Achievement Percentage and the Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period will be determined based on the Corporation's Net Revenue and the Non-GAAP Operating Income, respectively, for the

FY26 Performance Period using the following tables (with such percentage in each case to be interpolated on a linear basis for performance between the levels stated in the table).

If the Corporation's Net Revenue for the FY26 Performance Period (in millions) is:	The Net Revenue Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

If the Corporation's Non-GAAP Operating Income for the FY26 Performance Period (in millions) is:	The Non-GAAP Operating Income Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

Subject to Section 4 of this Award Certificate and Section A.5 below, the number of Performance Units subject to the Award that vest with respect to the FY26 Performance Period will equal the number of Performance Units determined as follows (but not less than zero):

- (a) the sum of: (i) two-thirds (2/3) of the Target Number of Net Revenue Performance Units subject to the Award, multiplied by the Net Revenue Achievement Percentage for the FY26 Performance Period determined using the table above; plus (ii) two-thirds (2/3) of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award, multiplied by the Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period determined using the table above; provided, however, that the maximum number of Performance Units determined pursuant to this clause (a) is two-thirds (2/3) of the Total Target Number of Performance Units subject to the Award; minus
- (b) the total number of Performance Units subject to the Award that vested with respect to the FY25 Performance Period.

FY27 Performance Period. The Net Revenue Achievement Percentage and the Non-GAAP Operating Income Achievement Percentage for the FY27 Performance Period will be determined based on the Corporation's Net Revenue and the Non-GAAP Operating Income, respectively, for the FY27 Performance Period using the following tables (with such percentage in each case to be interpolated on a linear basis for performance between the levels stated in the table).

If the Corporation's Net Revenue for the FY27 Performance Period (in millions) is:	The Net Revenue Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

If the Corporation's Non-GAAP Operating Income for the FY27 Performance Period (in millions) is:	The Non-GAAP Operating Income Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

Subject to Section 4 of this Award Certificate and Section A.5 below, the number of Performance Units subject to the Award that vest with respect to the FY27 Performance Period will equal the number of Performance Units determined as follows (but not less than zero):

- (a) The sum of: (i) one hundred percent (100%) of the Target Number of Net Revenue Performance Units subject to the Award, multiplied by the Net Revenue Achievement Percentage for the FY27 Performance Period determined using the table above, multiplied by the TSR Multiplier; plus (ii) one hundred percent (100%) of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award, multiplied by the Non-GAAP Operating Income Achievement

Percentage for the FY27 Performance Period determined using the table above, multiplied by the TSR Multiplier; provided, however, that the maximum number of Performance Units determined pursuant to this clause (a) is two hundred percent (200%) of the Total Target Number of Performance Units subject to the Award; minus

- (b) the total number of Performance Units subject to the Award that vested with respect to the FY25 Performance Period and the FY26 Performance Period.

A.2 Termination of Unvested Performance Units. Subject to Section A.5 below, any Performance Units allocated to a Performance Period that are not eligible to vest based on the performance requirements set forth in the preceding provisions of this Exhibit A as to that Performance Period (and which have not previously vested or terminated pursuant to the terms of this Award Certificate) will automatically terminate as of the last day of the applicable Performance Period. In the event of a Change in Control which results in one or more shortened Performance Periods pursuant to Section A.5 below, any Performance Units allocated to such a shortened Performance Period that are not eligible to vest based on the performance requirements set forth in this Exhibit A (as modified by Section A.5 below) as to that shortened Performance Period (and which have not previously vested or terminated pursuant to the terms of this Award Certificate) will automatically terminate as of the last day of that shortened Performance Period. The number of Performance Units that are eligible to vest based on performance for the applicable Performance Period (including any Performance Period shortened in accordance with Section A.5 below) will be determined by the Administrator following the end of the applicable Performance Period (or shortened Performance Period, as the case may be), and payment of vested Performance Units will be made as provided in Section 5 of this Award Certificate. Any such determination by the Administrator shall be final and binding.

A.3 Defined Terms. For purposes of the Award, the following definitions will apply:

"Beginning Price" means, with respect to the Corporation and each other Index Company, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the thirty (30) consecutive trading days beginning with the first trading day of the TSR Measurement Period. For the purpose of determining Beginning Price, the value of dividends and other distributions as to which the ex-dividend date occurs during such thirty (30) day period shall be treated as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

"CIC TSR Multiplier" means the TSR Multiplier determined as though the TSR Measurement Period commenced at the start of the Corporation's 2025 fiscal year and ended on the last trading day prior to the date on which the Change in Control occurs.

"Ending Price" means, with respect to the Corporation and each other Index Company, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the thirty (30) consecutive trading days ending on the last trading day of the TSR Measurement Period. For the purpose of determining Ending Price, the value of dividends and other distributions as to which the ex-dividend date occurs during such thirty (30) day period shall be treating as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date. In the event a Change in Control occurs after the Award Date and before the last day of the FY27 Performance Period and the Change in Control is triggered by a merger of the Corporation or a sale of the Corporation's common stock, the "Ending Price" of the Corporation's common stock for purposes of determining the CIC TSR Multiplier in connection with that Change in Control means the per-share value of the Corporation's common stock in the Change in Control transaction.

"FY25 Performance Period" means the Corporation's 2025 fiscal year.

"FY26 Performance Period" means the Corporation's 2026 fiscal year.

"FY27 Performance Period" means the Corporation's 2027 fiscal year.

"GAAP" means U.S. generally accepted accounting principles.

"Index Companies" means each company that is (a) included in the Russell 3000 Index on the first day of the TSR Measurement Period and continues to be listed or traded on a national securities exchange throughout the TSR Measurement Period or (b) in the Russell 3000 Index on the first day of the TSR Measurement Period and ceases to be listed or traded on a national securities exchange during the TSR Measurement Period due to its bankruptcy or insolvency, provided that the TSR for any company described in this clause (b) shall be deemed for purposes of determining the

Corporation's Relative TSR Ranking to be equal to the lowest TSR for any company that is described in clause (a). In the event an Index Company engages in a spinoff during the TSR Measurement Period, the Ending Price (and, if such spinoff occurs during the period of time used to determine the Beginning Price, for any remaining relevant trading days in determining the Beginning Price) for such Index Company shall be determined based on the Index Company's common stock value and the spun off entity's common stock value.

"Net Revenue" means, for a particular Performance Period, the net revenue of the Corporation for that particular Performance Period, as determined in accordance with GAAP.

"Net Revenue Achievement Percentage" means, as to a particular Performance Period, a percentage determined based on the Corporation's Net Revenue for that Performance Period as determined under Section A.1.

"Non-GAAP Operating Income" means, for a particular Performance Period, the operating income of the Corporation for that particular Performance Period, as determined in accordance with GAAP and adjusted in accordance with the same methodology used by the Corporation as of the Award Date to publicly report its quarterly non-GAAP operating income results.

"Non-GAAP Operating Income Achievement Percentage" means, as to a particular Performance Period, a percentage determined based on the Corporation's Non-GAAP Operating Income for that Performance Period as determined under Section A.2.

"Performance Period" means either the FY25 Performance Period, the FY26 Performance Period, or the FY27 Performance Period, as applicable.

"Relative TSR Ranking" means the percentile ranking of the Corporation's TSR among the TSRs for the Index Companies for the TSR Measurement Period. In determining the Corporation's Relative TSR Ranking, in the event that the Corporation's TSR for the TSR Measurement Period is equal to the TSR(s) of one or more other Index Companies for the TSR Measurement Period, the Corporation's TSR will be deemed to be greater than the TSR of such other Index Company (or Index Companies) for the TSR Measurement Period.

"TSR" means total shareholder return (expressed as a percentage) and shall be determined with respect to the Corporation and each other Index Company by dividing (a) the sum of (i) the difference obtained by subtracting the Beginning Price from the Ending Price for the TSR Measurement Period plus (ii) all dividends and other distributions as to which the ex-dividend date occurs during the TSR Measurement Period (for purposes of clarity, without duplicating any dividends and other distributions as to which the ex-dividend date occurs during the period of thirty (30) consecutive trading days ending on the last trading day of the TSR Measurement Period that are taken into account in the determination of Ending Price for the TSR Measurement

Period) by (b) the Beginning Price. For the purpose of determining TSR, the value of dividends and other distributions as to which the ex-dividend date occurs the TSR Measurement Period shall be treated as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

"TSR Measurement Period" means the three-year period consisting of the Corporation's 2025, 2026 and 2027 fiscal years for purposes of determining the Relative TSR Ranking.

"TSR Multiplier" means:

- if the Relative TSR Ranking is at or below the 25th percentile, a factor of three-fourths (3/4),
- if the Relative TSR Ranking is at or above the 75th percentile, a factor of five-fourths (5/4), and
- if the Relative TSR Ranking is between the 25th percentile and the 75th percentile, a factor between three-fourths (3/4) and five-fourths (5/4) determined by linear interpolation between such two levels.

A.4 Adjustments. For purposes of the Award, the Administrator shall adjust Net Revenue and Non-GAAP Operating Income (or the applicable targets set forth above, as the case may be, and in the case of Non-GAAP Operating Income to the extent not otherwise taken into account in determining Non-GAAP Operating Income) to the extent (if any) necessary to exclude the impact of (a) any change in accounting policies, (b) any material corporate transaction (such as a reorganization, combination, separation, merger, acquisition, disposition, or any combination of the foregoing), or any complete or partial liquidation of the Corporation, (c) the costs associated with any such transaction, and (d) other extraordinary events not foreseen at the time the Administrator established the applicable target levels set forth above and recorded as a non-GAAP adjustment applicable to the Performance Period. In addition, the Administrator shall make adjustments to the TSR, and the determination of Beginning Price and Ending Price of the Corporation and each other Index Company, to eliminate (to the extent necessary and without duplication) the impact of any stock splits, reverse stock splits, and stock dividends. The Administrator's determination of Net Revenue and Non-GAAP Operating Income for each Performance Period (including any Performance Period shortened pursuant to Section A.5 below), as well as the Relative TSR Ranking for the TSR

Measurement Period (including any shortened TSR Measurement Period pursuant to Section A.5 below), and whether, and the extent to which, any such adjustment is necessary shall be final and binding.

A.5 Change in Control. If, at any time after the Award Date and before the last day of the FY27 Performance Period, a Change in Control occurs, the following rules shall apply:

(a) **Change in Control During the FY25 Performance Period.** This Section A.5(a) applies if the Change in Control occurs during the FY25 Performance Period.

- If the Change in Control occurs during the first fiscal quarter of the FY25 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(a) will equal 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier.
- If the Change in Control occurs during the FY25 Performance Period but after the first fiscal quarter of the FY25 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(a) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY25 Performance Period

multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this Exhibit A but calculated as though the FY25 Performance Period ended as of the last day of the fiscal quarter of the Corporation coinciding with or last preceding the date on which the Change in Control occurs (the "Short Period End Date") and with the FY25 performance levels set forth above in Section A.1 pro-rated for the portion of such Performance Period occurring through the Short Period End Date (for example, if the Change in Control occurred during the second fiscal quarter during the FY25 Performance Period and before the last day of that quarter, such performance levels would be pro-rated for the 25% of the FY25 Performance Period coinciding with the first quarter of the FY25 Performance Period, and performance against those goals would be assessed for purposes of determining such Achievement Percentages based on actual performance for such first quarter against such pro-rated performance levels).

- The performance goals and measurements with respect to the FY26 and FY27 Performance Periods no longer apply.
- The number of Performance Units subject to the Award that are eligible to vest (determined as set forth above in this Section A.5(a)) will be scheduled to vest, subject in each case to the Participant's continued employment or service with the Corporation or any of its Subsidiaries through such vesting date (except as otherwise expressly provided in Section 4(b) of this Award Certificate or Section A.5(d)), on the following schedule: (i) the lesser of one-third (1/3) of such Performance Units eligible to vest or one-third (1/3) of the Total Target Number of Performance Units will be scheduled to vest on the later of the last day of the FY25 Performance Period or the first anniversary of the Award Date; (ii) the lesser of one-third (1/3) of such Performance Units eligible to vest or one-third (1/3) of the Total Target Number of Performance Units will be scheduled to vest on the last day of the FY26 Performance Period; and (iii) the remaining such Performance Units eligible to vest (the total number of Performance Units subject to the Award that are eligible to vest as determined in accordance with this Section A.5(a) less the portion of such Performance Units vested or scheduled to vest pursuant to clauses (i) and (ii) of this sentence) will be scheduled to vest on the last day of the FY27 Performance Period.

(b) **Change in Control During the FY26 Performance Period.** This Section A.5(b) applies if the Change in Control occurs during the FY26 Performance Period.

- If the Change in Control occurs during the first fiscal quarter of the FY26 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(b) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY25 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this Exhibit A.
- If the Change in Control occurs during the FY26 Performance Period but after the first fiscal quarter of the FY26 Performance Period, the number of Performance Units subject to the

Award that will be eligible to vest as provided below in this Section A.5(b) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income

Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this [Exhibit A](#) but calculated as though the FY26 Performance Period ended as of the Short Period End Date and with the FY26 performance levels set forth above in Section A.1 pro-rated for the portion of such Performance Period occurring through the Short Period End Date (for example, if the Change in Control occurred during the second fiscal quarter during the FY26 Performance Period and before the last day of that quarter, such performance levels would be pro-rated for the 25% of the FY26 Performance Period coinciding with the first quarter of the FY26 Performance Period, and performance against those goals would be assessed for purposes of determining such Achievement Percentages based on actual performance for such first quarter against such pro-rated performance levels).

- The performance goals and measurements with respect to the FY27 Performance Period will no longer apply.
- The number of Performance Units subject to the Award that are eligible to vest (determined as set forth above in this Section A.5(b)) will be scheduled to vest, subject in each case to the Participant's continued employment or service with the Corporation or any of its Subsidiaries through such vesting date (except as otherwise expressly provided in Section 4(b) of this Award Certificate or Section A.5(d)), on the following schedule: (i) the number of Performance Units eligible to vest (or that vested, as the case may be) with respect to the FY25 Performance Period (determined in accordance with this [Exhibit A](#) before giving effect to this Section A.5) will continue to be scheduled to vest on the later of the Determination Date for the FY25 Performance Period or the first anniversary of the Award Date; (ii) the lesser of two-thirds (2/3) of such Performance Units eligible to vest or two-thirds (2/3) of the Total Target Number of Performance Units, less the number of Performance Units vested or scheduled to vest pursuant to clause (i), will be scheduled to vest on the last day of the FY26 Performance Period (provided that such number of Performance Units determined pursuant to this clause (ii) will not be less than zero); and (iii) the remaining such Performance Units eligible to vest (if any; that is, the total number of Performance Units subject to the Award that are eligible to vest as determined in accordance with this Section A.5(b) less the portion of such Performance Units vested or scheduled to vest pursuant to clauses (i) and (ii) of this sentence, but not less than zero) will be scheduled to vest on the last day of the FY27 Performance Period.

(c) *Change in Control During the FY27 Performance Period.* This Section A.5(c) applies if the Change in Control occurs during the FY27 Performance Period.

- If the Change in Control occurs during the first fiscal quarter of the FY27 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(c) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the

Corporation's Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this [Exhibit A](#).

- If the Change in Control occurs during the FY27 Performance Period but after the first fiscal quarter of the FY27 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(c) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY27 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY27 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this [Exhibit A](#) but calculated as though the FY27 Performance Period ended as of the Short Period End Date and with the FY27 performance levels set forth above in Section A.1 pro-rated for the portion of such Performance Period occurring through the Short Period End Date (for example, if the Change in Control occurred during the second fiscal quarter during the FY27 Performance Period and before the last day of that quarter, such performance levels would be pro-rated for the 25% of the FY27 Performance Period coinciding with the first quarter of the FY27 Performance Period, and performance against those goals would be assessed for purposes of determining such Achievement Percentages based on actual performance for such first quarter against such pro-rated performance levels).
- The number of Performance Units subject to the Award that are eligible to vest (determined as set forth above in this Section A.5(c)) will be scheduled to vest, subject in each case to the Participant's continued employment or service with the Corporation or any of its Subsidiaries through such vesting date (except as otherwise expressly provided in Section 4(b) of this Award Certificate or Section A.5(d)), on the following schedule: (i) the number of Performance Units eligible to vest (or that vested, as the case may be) with respect to the FY25 Performance Period (determined in accordance with this [Exhibit A](#) before giving effect to this Section A.5) will continue to be scheduled to vest on the later of the Determination Date for the FY25 Performance Period or the first anniversary of the Award Date; (ii) the number of Performance Units eligible to vest (or that vested, as the case may be) with respect to the FY26 Performance Period (determined in accordance with this [Exhibit A](#) before giving effect to this Section A.5) will continue to be scheduled to vest on the Determination Date for the FY26 Performance Period; and (iii) the remaining such Performance Units eligible to vest (if any; that is, the

total number of Performance Units subject to the Award that are eligible to vest as determined in accordance with this Section A.5(c) less the portion of such Performance Units vested or scheduled to vest pursuant to clauses (i) and (ii) of this sentence, but not less than zero) will be scheduled to vest on the last day of the FY27 Performance Period.

- (d) **Change in Control and Award Termination.** In the event that Section 7.2(a) of the Plan applies and the Administrator has not made a provision for the substitution, assumption, exchange or other continuation or settlement of the Award, the Award (to the extent outstanding on the date of such Change in Control) shall vest on the date of the Change in Control as to a number of Performance Units equal to (but not less than zero) (i) the number of Performance Units determined to be eligible to vest in connection with the Change in Control under Section A.5(a), A.5(b), or A.5(c), as applicable, less (ii) the number of Performance Units subject to the Award that otherwise vested

on or before the date of such Change in Control. The second sentence of Section 7.2(a) of the Plan is hereby superseded by the provisions hereof and shall not apply to the Award.

- (e) **Other Change in Control Rules.** For purposes of clarity, the provisions of this Section A.5 shall not apply as to any Performance Units that have terminated (except as otherwise expressly provided in Section 4(b) of this Award Certificate) prior to the occurrence of such Change in Control. In the event of any conflict or inconsistency between Section A.1 or Section A.3, on the one hand, and this Section A.5, this Section A.5 controls.

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SEMTECH CORPORATION
2017 LONG-TERM EQUITY INCENTIVE PLAN
PERFORMANCE STOCK UNIT AWARD CERTIFICATE

THIS AWARD is made this [] (the "Award Date") by Semtech Corporation, a Delaware corporation (the "Corporation"), to [] (the "Participant").

RECITALS

A. The Corporation has established the Corporation's 2017 Long-Term Equity Incentive Plan, as amended and restated (the "Plan"), in order to provide eligible persons of the Corporation with an opportunity to acquire shares of the Corporation's common stock (the "Common Stock").

B. The Administrator has determined that it would be in the best interests of the Corporation and its stockholders to grant the performance stock unit award (the "Award") described in this Award Certificate to the Participant.

NOW, THEREFORE, this Award is made on the following terms and conditions:

- 1. Definitions.** Capitalized terms used in this Award Certificate (including Exhibit A hereto) and not otherwise defined herein (including Exhibit A hereto) shall have the meanings given to such terms in the Plan.
- 2. Award of Performance Units.** Pursuant to the Plan, the Corporation hereby awards to the Participant as of the date hereof an Award (at "target") of [] performance stock units (subject to adjustment in accordance with Section 7.1 of the Plan) (such number of units, the "Total Target Number of Performance Units" and all performance stock units that are subject to the Award, the "Performance Units"), which Performance Units are restricted and subject to forfeiture on the terms and conditions hereinafter set forth. As used herein, the term "stock unit" shall mean a non-voting unit of measurement which is deemed solely for purposes of calculating the amount of payment under the Plan and this Award Certificate to be equivalent to one outstanding share of the Common Stock (subject to adjustment in accordance with Section 7.1 of the Plan). The Performance Units shall be used solely as a device for the determination of the payment to eventually be paid to the Participant if such Performance Units vest pursuant to Section 4. The Performance Units shall not be treated as property or as a trust fund of any kind. The Participant acknowledges that the Administrator may use a broker or other third party to facilitate its recordkeeping for awards granted under the Plan and agrees to comply with any administrative rules and procedures regarding such awards as may be in place from time to time. The Participant acknowledges and agrees that the Corporation may require that any Common Stock received under the Award be deposited in a brokerage account (in the name of the Participant) with a broker designated by the Corporation, and the Participant agrees to take such reasonable steps as the Corporation may require to open and maintain such an account. The Award, together with any time/service-based

vesting restricted stock units granted by the Company to the Participant on or about the Award Date (the terms and conditions of which are governed by a written Restricted Stock Unit Award

Certificate from the Company)), are in full satisfaction of any and all rights that the Participant may have to receive equity awards from the Company in fiscal year 2025 pursuant to Section [] of the Participant's Employment Agreement with the Company dated [] (the "**Employment Agreement**"). In the event of any conflict or inconsistency between this Award Certificate and the Employment Agreement, this Award Certificate controls.

3. Rights as a Stockholder; Dividends and Voting.

(a) Limitations on Rights Associated with Units. The Participant shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 3(b) below with respect to dividend equivalent rights) and no voting rights, with respect to the Performance Units and any shares of Common Stock underlying such Performance Units.

(b) Dividend Equivalent Rights Distributions. In the event that the Corporation pays an ordinary cash dividend on its Common Stock and the related dividend payment record date occurs at any time after the Award Date and before all of the Performance Units subject to the Award have either been paid pursuant to Section 5 or terminated pursuant to Section 4 or Exhibit A, the Corporation shall credit the Participant as of the payment date of such dividend with an additional number of Performance Units equal to (i) the per-share cash dividend paid by the Corporation on its Common Stock with respect to such record date, multiplied by (ii) the total number of outstanding and unpaid Performance Units (including any dividend equivalents previously credited hereunder) (with such total number based on the Total Target Number of Performance Units allocated to the Performance Period as to any Performance Period that has not been completed; and subject to adjustment pursuant to Section 7.1 of the Plan and/or Section 10 hereof) subject to the Award as of such record date, divided by (iii) the fair market value of a share of Common Stock (as determined under the Plan) on the payment date of such dividend. Any Performance Units credited pursuant to the foregoing provisions of this Section 3(b) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original Performance Units to which they relate. No crediting of Performance Units shall be made pursuant to this Section 3(b) with respect to any Performance Units which, as of such record date, have either been paid pursuant to Section 5 or terminated pursuant to Section 4 or Exhibit A.

4. Vesting; Termination of Employment.

(a) Vesting in General. The Award is subject to the vesting terms and conditions set forth in Exhibit A hereto, incorporated herein by this reference. References herein to this Section 4 include Exhibit A. Except as expressly provided herein, the vesting date for any Performance Units allocated to a particular Performance Period (as defined in Exhibit A) that are determined pursuant to Exhibit A to be eligible to vest with respect to that Performance Period shall be the date on which the Administrator determines the vesting of such Performance Units for that Performance Period in accordance with Exhibit A (the "**Determination Date**"); provided, however, that the Determination Date shall be not later than two and one-half months after the last day of the Performance Period; and provided, further, that the vesting date of the Performance Units allocated to the first Performance Period hereunder shall be the later of (i) the Determination Date for that Performance Period and (ii) the first anniversary of the Award Date. The Participant has no right to pro-rated vesting with respect to the Award if his or her services to the Corporation or one of its Subsidiaries terminate before any applicable vesting date with

respect to the Award (regardless of the portion of the vesting period the Participant was in service to the Corporation and/or any of its Subsidiaries).

(b) Termination In Connection With a Change in Control. Notwithstanding any other provision to the contrary contained herein but subject to the Release Requirement below, in the event that, during a Change in Control Window, the Participant's employment with the Corporation or one of its Subsidiaries terminates as a result of a termination by the Corporation or such Subsidiary without Cause (other than due to the Participant's death or Disability) or a resignation by the Participant for Good Reason, the Award (to the extent outstanding immediately prior to such termination of employment) shall vest on the date that the Participant ceases to be employed by the Corporation or one of its Subsidiaries (the "**Termination Date**") (or, if such Termination Date occurs in the Change in Control Window but prior to the consummation of the Change in Control Event to which the Change in Control Window relates, on the date of such Change in Control Event) as to the total number of Performance Units subject to the Award determined to be eligible to vest pursuant to Section A.5 of Exhibit A hereto in connection with such Change in Control Event less the number of Performance Units subject to the Award that otherwise vested on or before such Termination Date (or on or before the date of the Change in Control Event, as the case may be), provided in each case that the Participant executes and delivers to the Corporation the release contemplated by the Employment Agreement not later than twenty-one (21) days (forty-five (45) days, if such longer period is required by applicable law)

following such vesting date and does not revoke such release (the “**Release Requirement**”). As used in this Award Certificate, the terms “Cause”, “Good Reason”, “Disability”, “Change in Control Window”, and “Change in Control Event” shall have the meaning ascribed to such term in the Employment Agreement.

(c) **Effect of Termination of Employment.** Subject to Section 4(b), if the Participant ceases to be employed by the Corporation or one of its Subsidiaries, then the Performance Units which have not vested as of the Termination Date shall automatically terminate and be cancelled as of the Termination Date without payment of any consideration by the Corporation and without any other action by the Participant, or the Participant's beneficiary or personal representative, as the case may be; provided, however, that if the Participant's employment with the Corporation or one of its Subsidiaries terminates as a result of a termination by the Corporation without Cause (other than due to the Participant's death or Disability) or a resignation by the Participant for Good Reason, and in each case provided that the Participant satisfies the Release Requirement, then (unless Section 4(b) applies in the circumstances, in which case Section 4(b) shall control) (i) the vesting of the Award shall continue to be governed by the terms of this Award Certificate as to any Performance Period scheduled to end not more than twelve (12) months after the Termination Date and, for purposes of the service-based vesting requirement set forth in Section 4(a) as to such Performance Period, the Participant's employment with the Corporation will be deemed to have continued through the applicable service-based vesting date for such Performance Period, and (ii) any portion of the Award corresponding to a Performance Period scheduled to end more than twelve (12) months after the Termination Date shall terminate and be cancelled as of the Termination Date. The vesting date for any Performance Units that vest pursuant to this Section 4(c) shall be the later of the last day of the applicable Performance Period or the Termination Date; provided that, as to any portion of the Award held open following the Termination Date pursuant to clause (i) of the preceding sentence, should a Change in Control Event occur before the end of such Performance Period, such portion of the Award

shall vest upon the occurrence of such Change in Control Event (after giving effect to Section A.5 of Exhibit A hereto as to such portion of the Award).

5. **Timing and Manner of Payment of Performance Units.** Subject to Section 6 below, on or as soon as practicable following (and in all events within thirty (30) days after, unless the Release Requirement in Section 4(b) or 4(c) applies, in which case the applicable period shall be seventy-four (74) rather than thirty (30) days after the applicable vesting date) the vesting of any Performance Units subject to the Award pursuant to Section 4 or Section A.5 of Exhibit A hereto (and in all events, other than as to any Performance Units vesting on the first anniversary of the Award Date, not later than seventy-four (74) days following the end of the Performance Period as to which such Performance Units vested), the Corporation shall deliver to the Participant a number of shares of Common Stock (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Administrator in its discretion) equal to the number of Performance Units subject to the Award (including any Performance Units issued in respect of dividend equivalent rights) that vested on that particular vesting date; provided, however, that the Corporation reserves the right to settle any Performance Units credited as dividend equivalents pursuant to Section 3(b) by a cash payment. In the event of such a cash payment, the cash payable with respect to a Performance Unit shall equal the fair market value of a share of Common Stock (such fair market value determined under the Plan) as of the vesting date of that Performance Unit. The Corporation's obligation to deliver shares of Common Stock or otherwise make payment with respect to vested Performance Units is subject to the condition precedent that the Participant or other person entitled under the Plan to receive any shares or any such payment with respect to the vested Performance Units deliver to the Corporation any representations or other documents or assurances required pursuant to Section 8.1 of the Plan. In the event the Release Requirement in Section 4(b) or 4(c) applies and the period of time for the Participant to consider, execute and revoke the applicable release agreement spans two calendar years, payment of the Performance Units that accelerated and became vested pursuant to such provision shall be made within the applicable period of time provided for above but in the second of such two years. The Corporation may, in its sole discretion, either ignore fractional share interests or settle them in cash. The Participant shall have no further rights with respect to any Performance Units that are paid pursuant to this Section 5, that terminate pursuant to Section 4(c), or that terminate pursuant to Section A.2 of Exhibit A.

6. **Section 409A.** Notwithstanding anything to the contrary herein or in the Plan, if the Participant is a “specified employee” within the meaning of Section 409A of the Code, and, as a result of that status, any portion of the payments hereunder would otherwise be subject to taxation pursuant to Section 409A of the Code, the Participant shall not be entitled to any payments upon a “separation from service” (within the meaning of Section 409A of the Code) until the earlier of (i) the date which is six (6) months after his or her separation from service for any reason other than death, or (ii) the date of the Participant's death; provided that the first such payment thereafter shall include all amounts that would have been paid earlier but for such six (6) month delay.

7. **Non-Transferability of Award.** This Award is personal and neither the Performance Units nor any rights hereunder may be transferred, assigned, pledged or hypothecated by the Participant in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution, nor shall any such rights be subject to execution, attachment or similar process; provided, however, that such restrictions shall not apply to transfers to the Corporation. Except as otherwise provided herein, any attempted alienation, assignment, pledge,

hypothecation, attachment, execution or similar process, whether voluntary or involuntary, with respect to all or any part of the Participant's rights under this Award, shall be null and void. The provisions of this Section 7 shall not apply as to any

shares of Common Stock delivered in payment of the Award once such shares have been delivered by the Corporation pursuant to Section 5.

8. **No Right to Continued Employment or Service.** Except as provided in Sections 4(b) and 4(c), the vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under the Award. Except as provided in Sections 4(b) and 4(c), employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of services as provided in Section 4(c) above. Nothing contained in the Plan or this Award Certificate constitutes a continued employment or service commitment by the Corporation or any of its Subsidiaries, confers upon the Participant any right to remain in the employ of or service to the Corporation or any of its Subsidiaries, interferes with the right of the Corporation or any of its Subsidiaries at any time to terminate such employment or services, or affects the right of the Corporation or any of its Subsidiaries to increase or decrease the Participant's other compensation. By accepting this Award, the Participant acknowledges and agrees that (a) any person who is terminated before full vesting of an award, such as the one granted to the Participant by this Award Certificate, could attempt to argue that he or she was terminated to preclude vesting; (b) the Participant promises never to make such a claim; and (c) except as otherwise expressly provided in Sections 4(b) and 4(c), in any event, the Participant has no right to pro-rated vesting with respect to the Award if his or her service terminates before any applicable vesting date with respect to the Award (regardless of the portion of the vesting period the Participant was actually in the service of the Corporation and/or any of its Subsidiaries).

9. **Tax Consequences.**

(a) **Tax Consultation.** The Participant understands that he or she may suffer adverse tax consequences as a result of his or her acceptance of the Award. The Participant represents that he or she has consulted with any tax consultants he or she deems advisable in connection with the acceptance of the Award and that he or she is not relying on the Corporation or any of its Subsidiaries, officers, employees or agents for any tax advice. By accepting this Award and except as provided in Section 9(b), the Participant acknowledges that he or she shall be solely responsible for the satisfaction of any taxes that may arise (including taxes arising under Section 409A of the Code) with respect to the Award, and that the Corporation and its Subsidiaries shall not have any obligation whatsoever to pay such taxes.

(b) **Withholding.** Upon any distribution of shares of Common Stock in respect of the Performance Units, the Corporation shall automatically reduce the number of shares of Common Stock to be delivered by (or otherwise reacquire) the appropriate number of whole shares, valued at their then fair market value (with the "fair market value" of such shares determined in accordance with the applicable provisions of the Plan), to satisfy any withholding obligations of the Corporation or any of its Subsidiaries with respect to such distribution of shares at the applicable withholding rates. In the event that the Corporation cannot legally satisfy such withholding obligations by such reduction of shares, or in the event of a cash payment or any other withholding event in respect of the Performance Units, the Corporation (or a Subsidiary) shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to such distribution or payment. The Participant agrees to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section 9.

10. **Adjustments; Change in Control.**

(a) **Adjustments Upon Specified Events.** Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator shall make adjustments in accordance with such section in the number of Performance Units then outstanding and the number and kind of securities that may be issued in respect of the Award. No such adjustment shall be made with respect to any ordinary cash dividend for which dividend equivalents are credited pursuant to Section 3(b). For purposes of clarity, Exhibit A controls as to any adjustment of the performance goals, criteria or metrics, and references herein to Section 7.1 of the Plan or this Section 10 shall include Exhibit A as to such goals, criteria or metrics.

(b) **Change in Control.** If, at any time after the Award Date and before the last day of the last scheduled Performance Period pursuant to Exhibit A hereto, a Change in Control Event occurs, the provisions of Section A.5 of Exhibit A hereto shall apply.

11. **Severability.** In the event that any provision or portion of this Award Certificate shall be determined to be invalid or unenforceable for any reason, in whole or in part, in any jurisdiction, the remaining provisions of this Award Certificate shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law in such jurisdiction, and such invalidity or unenforceability shall have no effect in any other jurisdiction.

12. **Binding Effect.** This Award Certificate shall extend to, be binding upon and inure to the benefit of the Participant and the Participant's legal representatives, heirs, successors and assigns (subject, however, to the limitations set forth in Section 7 with respect to the transfer of this Award Certificate or any rights hereunder or of the Performance Units), and upon the Corporation and its successors and assigns, regardless of any change in the business structure of the Corporation, be it through spin-off, merger, sale of stock, sale of assets or any other transaction.

13. **Notices.** Any notice to the Corporation contemplated by this Award Certificate shall be in writing and be addressed to it in care of its Corporate Secretary; and any notice to the Participant shall be addressed to him or her at the address on file with the Corporation on the date hereof or at such other address as he or she may hereafter designate in writing.

14. **Plan.** The Award and all rights of the Participant under this Award Certificate are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Award Certificate. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Certificate. Unless otherwise expressly provided in other sections of this Award Certificate, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

15. **Entire Agreement.** This Award Certificate, together with the Plan (and the provisions of the Employment Agreement referred to herein), constitutes the entire understanding between the Corporation and the Participant with regard to the subject matter of this Award Certificate. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter of this Award Certificate.

16. **Waiver.** The waiver of any breach of any duty, term or condition of this Award Certificate shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or of any other duty, term or condition of this Award Certificate.

17. **Interpretation.** The interpretation, construction, performance and enforcement of the terms and conditions of this Award Certificate and the Plan shall lie within the sole discretion of the Administrator, and the Administrator's determinations shall be conclusive and binding on all interested persons.

18. **Choice of Law; Arbitration.** This Award Certificate shall be governed by, and construed in accordance with, the laws of the State of California (disregarding any choice-of-law provisions). The arbitration provisions set forth in Section 16 of the Employment Agreement shall apply as to any dispute or disagreement regarding the Participant's rights under this Award Certificate.

19. **Construction.** It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Award Certificate shall be construed and interpreted consistent with that intent.

20. **Clawback Policy.** The Award is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Award or any shares of Common Stock or other cash or property received with respect to the Award (including any value received from a disposition of the shares acquired upon payment of the Award). The Participant hereby agrees to promptly repay to the Corporation any amounts that are required to be repaid pursuant to such policy.

21. **Section Headings.** The section headings of this Award Certificate are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

22. **No Advice Regarding Grant.** The Participant is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Participant may determine is needed or appropriate with respect to the Performance Units (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Certificate) or recommendation with respect to the Award.

The Participant, in accepting the Award, agrees to the terms and conditions of this Award Certificate.

SEMTECH CORPORATION,

a Delaware corporation

By: _____

Mark Lin

EXHIBIT A**VESTING TERMS AND CONDITIONS**

The percentage of the Total Target Number of Performance Units (as set forth in Section 2 of this Award Certificate) subject to the Award that vest will range from zero percent (0%) to two hundred percent (200%) and, subject to Section 4 of this Award Certificate and Section A.5 below, will be determined based on the Corporation's Net Revenue and Non-GAAP Operating Income (as such terms are defined below) for the Corporation's 2025, 2026 and 2027 fiscal years, and a Relative TSR Ranking adjustment measured with respect to such fiscal years, as set forth below in this Exhibit A. One-half (1/2) of the Total Target Number of Performance Units are allocated to the Net Revenue metric and referred to as the "Target Number of Net Revenue Performance Units"; and one-half (1/2) of the Total Target Number of Performance Units are allocated to the Non-GAAP Operating Income metric and referred to as the "Target Number of Non-GAAP Operating Income Performance Units". In addition, one-third (1/3) of the Total Target Number of Performance Units (as well as one-third (1/3) of the Target Number of Net Revenue Performance Units and one-third (1/3) of the Target Number of Non-GAAP Operating Income Performance Units) are allocated to the FY25 Performance Period; two-thirds (2/3) of the Total Target Number of Performance Units (as well as two-thirds of the Target Number of Net Revenue Performance Units and two-thirds of the Target Number of Non-GAAP Operating Income Performance Units) are allocated to the FY26 Performance Period; and 100% of the Total Target Number of Performance Units (as well as 100% of the Target Number of Net Revenue Performance Units and 100% of the Target Number of Non-GAAP Operating Income Performance Units) are allocated to the FY27 Performance Period. Subject to Section 4 of this Award Certificate and Section A.5 below, the percentage of the Target Number of Net Revenue Performance Units subject to the Award that vest will be determined based on the Corporation's Net Revenue for each Performance Period, and the percentage of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award that vest will be determined based on the Corporation's Non-GAAP Operating Income for each Performance Period (and, with respect to the Performance Units allocated to the FY27 Performance Period, subject to the effect of a Relative TSR Ranking adjustment for the TSR Measurement Period as set forth below).

A.1 Performance-Based Vesting.

FY25 Performance Period. The Net Revenue Achievement Percentage and the Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period will be determined based on the Corporation's Net Revenue and the Non-GAAP Operating Income, respectively, for the FY25 Performance Period using the following tables (with such percentage in each case to be interpolated on a linear basis for performance between the levels stated in the table).

If the Corporation's Net Revenue for the FY25 Performance Period (in millions) is:	The Net Revenue Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

If the Corporation's Non-GAAP Operating Income for the FY25 Performance Period (in millions) is:	The Non-GAAP Operating Income Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

Subject to Section 4 of this Award Certificate and Section A.5 below, the number of Performance Units subject to the Award that vest with respect to the FY25 Performance Period will equal:

- One-third (1/3) of the Target Number of Net Revenue Performance Units subject to the Award, multiplied by the Net Revenue Achievement Percentage for the FY25 Performance Period determined using the table above, plus
- One-third (1/3) of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award, multiplied by the Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period determined using the table above;

provided, however, that the maximum number of Performance Units that may vest with respect to the FY25 Performance Period is one-third (1/3) of the Total Target Number of Performance Units subject to the Award.

FY26 Performance Period. The Net Revenue Achievement Percentage and the Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period will be determined based on the Corporation's Net Revenue and the Non-GAAP Operating Income, respectively, for the FY26 Performance Period using the following tables (with such percentage in each case to be interpolated on a linear basis for performance between the levels stated in the table).

If the Corporation's Net Revenue for the FY26 Performance Period (in millions) is:	The Net Revenue Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

If the Corporation's Non-GAAP Operating Income for the FY26 Performance Period (in millions) is:	The Non-GAAP Operating Income Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

Subject to Section 4 of this Award Certificate and Section A.5 below, the number of Performance Units subject to the Award that vest with respect to the FY26 Performance Period will equal the number of Performance Units determined as follows (but not less than zero):

- (a) the sum of: (i) two-thirds (2/3) of the Target Number of Net Revenue Performance Units subject to the Award, multiplied by the Net Revenue Achievement Percentage for the FY26 Performance Period determined using the table above; plus (ii) two-thirds (2/3) of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award, multiplied by the Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period determined using the table above; provided, however, that the maximum number of Performance Units determined pursuant to this clause (a) is two-thirds (2/3) of the Total Target Number of Performance Units subject to the Award; minus
- (b) the total number of Performance Units subject to the Award that vested with respect to the FY25 Performance Period.

FY27 Performance Period. The Net Revenue Achievement Percentage and the Non-GAAP Operating Income Achievement Percentage for the FY27 Performance Period will be determined based on the Corporation's Net Revenue and the Non-GAAP Operating Income, respectively, for the FY27 Performance Period using the following tables (with such percentage in each case to be interpolated on a linear basis for performance between the levels stated in the table).

If the Corporation's Net Revenue for the FY27 Performance Period (in millions) is:	The Net Revenue Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

If the Corporation's Non-GAAP Operating Income for the FY27 Performance Period (in millions) is:	The Non-GAAP Operating Income Achievement Percentage for that Performance Period is:
Less than \$[]	0%
\$[]	60%
\$[]	100%
\$[] or more	160%

Subject to Section 4 of this Award Certificate and Section A.5 below, the number of Performance Units subject to the Award that vest with respect to the FY27 Performance Period will equal the number of Performance Units determined as follows (but not less than zero):

- (a) The sum of: (i) one hundred percent (100%) of the Target Number of Net Revenue Performance Units subject to the Award, multiplied by the Net Revenue Achievement Percentage for the FY27 Performance Period determined using the table above, multiplied by the TSR Multiplier; plus (ii) one hundred percent (100%) of the Target Number of Non-GAAP Operating Income Performance Units subject to the Award, multiplied by the Non-GAAP Operating Income Achievement

Percentage for the FY27 Performance Period determined using the table above, multiplied by the TSR Multiplier; provided, however, that the maximum number of Performance Units determined pursuant to this clause (a) is two hundred percent (200%) of the Total Target Number of Performance Units subject to the Award; minus

- (b) the total number of Performance Units subject to the Award that vested with respect to the FY25 Performance Period and the FY26 Performance Period.

A.2 Termination of Unvested Performance Units. Subject to Section A.5 below, any Performance Units allocated to a Performance Period that are not eligible to vest based on the performance requirements set forth in the preceding provisions of this Exhibit A as to that Performance Period (and which have not previously vested or terminated pursuant to the terms of this Award Certificate) will automatically terminate as of the last day of the applicable Performance Period. In the event of a Change in Control Event which results in one or more shortened Performance Periods pursuant to Section A.5 below, any Performance Units allocated to such a shortened Performance Period that are not eligible to vest based on the performance requirements set forth in this Exhibit A (as modified by Section A.5 below) as to that shortened Performance Period (and which have not previously vested or terminated pursuant to the terms of this Award Certificate) will automatically terminate as of the last day of that shortened Performance Period. The number of Performance Units that are eligible to vest based on performance for the applicable Performance Period (including any Performance Period shortened in accordance with Section A.5 below) will be determined by the Administrator following the end of the applicable Performance Period (or shortened Performance Period, as the case may be), and payment of vested Performance Units will be made as provided in Section 5 of this Award Certificate. Any such determination by the Administrator shall be final and binding.

A.3 Defined Terms. For purposes of the Award, the following definitions will apply:

"Beginning Price" means, with respect to the Corporation and each other Index Company, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the thirty (30) consecutive trading days beginning with the first trading day of the TSR Measurement Period. For the purpose of determining Beginning Price, the value of dividends and other distributions as to which the ex-dividend date occurs during such thirty (30) day period shall be treated as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

"CIC TSR Multiplier" means the TSR Multiplier determined as though the TSR Measurement Period commenced at the start of the Corporation's 2025 fiscal year and ended on the last trading day prior to the date on which the Change in Control Event occurs.

"Ending Price" means, with respect to the Corporation and each other Index Company, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the thirty (30) consecutive trading days ending on the last trading day of the TSR Measurement Period. For the purpose of determining Ending Price, the value of dividends and other distributions as to which the ex-dividend date occurs during such thirty (30) day period shall be treating as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date. In the event a Change in Control Event occurs after the Award Date and before the last day of the FY27 Performance Period and the Change in Control Event is triggered by a merger of the Corporation or a sale of the Corporation's common stock, the "Ending Price" of the Corporation's common stock for purposes of determining the CIC TSR Multiplier in connection with that Change in Control Event means the per-share value of the Corporation's common stock in the Change in Control Event transaction.

"FY25 Performance Period" means the Corporation's 2025 fiscal year.

"FY26 Performance Period" means the Corporation's 2026 fiscal year.

"FY27 Performance Period" means the Corporation's 2027 fiscal year.

"GAAP" means U.S. generally accepted accounting principles.

"Index Companies" means each company that is (a) included in the Russell 3000 Index on the first day of the TSR Measurement Period and continues to be listed or traded on a national securities exchange throughout the TSR Measurement Period or (b) in the Russell 3000 Index on the first day of the TSR Measurement Period and ceases to be listed or traded on a national securities exchange during the TSR Measurement Period due to its bankruptcy or insolvency, provided that the TSR for any company described in this clause (b) shall be deemed for purposes of determining the Corporation's Relative TSR Ranking to be equal to the lowest TSR for any company that is described in clause (a). In the event an Index Company engages in a spinoff during the TSR Measurement Period, the Ending Price (and, if such spinoff occurs during the period of time used to determine the Beginning Price, for any remaining relevant trading days in determining the Beginning Price) for such Index Company shall be determined based on the Index Company's common stock value and the spun off entity's common stock value.

"Net Revenue" means, for a particular Performance Period, the net revenue of the Corporation for that particular Performance Period, as determined in accordance with GAAP.

"Net Revenue Achievement Percentage" means, as to a particular Performance Period, a percentage determined based on the Corporation's Net Revenue for that Performance Period as determined under Section A.1.

"Non-GAAP Operating Income" means, for a particular Performance Period, the operating income of the Corporation for that particular Performance Period, as determined in accordance with GAAP and adjusted in accordance with the same methodology used by the Corporation as of the Award Date to publicly report its quarterly non-GAAP operating income results.

"Non-GAAP Operating Income Achievement Percentage" means, as to a particular Performance Period, a percentage determined based on the Corporation's Non-GAAP Operating Income for that Performance Period as determined under Section A.2.

"Performance Period" means either the FY25 Performance Period, the FY26 Performance Period, or the FY27 Performance Period, as applicable.

"Relative TSR Ranking" means the percentile ranking of the Corporation's TSR among the TSRs for the Index Companies for the TSR Measurement Period. In determining the Corporation's Relative TSR Ranking, in the event that the Corporation's TSR for the TSR Measurement Period is equal to the TSR(s) of one or more other Index Companies for the TSR Measurement Period, the Corporation's TSR will be deemed to be greater than the TSR of such other Index Company (or Index Companies) for the TSR Measurement Period.

"TSR" means total shareholder return (expressed as a percentage) and shall be determined with respect to the Corporation and each other Index Company by dividing (a) the sum of (i) the difference obtained by subtracting the Beginning Price from the Ending Price for the TSR Measurement Period plus (ii) all dividends and other distributions as to which the ex-dividend date occurs during the TSR Measurement Period (for purposes of clarity, without duplicating any dividends and other distributions as to which the ex-dividend date occurs during the period of thirty (30) consecutive trading days ending on the last trading day of the TSR Measurement Period that are taken into account in the determination of Ending Price for the TSR Measurement

Period) by (b) the Beginning Price. For the purpose of determining TSR, the value of dividends and other distributions as to which the ex-dividend date occurs the TSR Measurement Period shall be treated as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

"TSR Measurement Period" means the three-year period consisting of the Corporation's 2025, 2026 and 2027 fiscal years for purposes of determining the Relative TSR Ranking.

"TSR Multiplier" means:

- if the Relative TSR Ranking is at or below the 25th percentile, a factor of three-fourths (3/4),
- if the Relative TSR Ranking is at or above the 75th percentile, a factor of five-fourths (5/4), and
- if the Relative TSR Ranking is between the 25th percentile and the 75th percentile, a factor between three-fourths (3/4) and five-fourths (5/4) determined by linear interpolation between such two levels.

A.4 Adjustments. For purposes of the Award, the Administrator shall adjust Net Revenue and Non-GAAP Operating Income (or the applicable targets set forth above, as the case may be, and in the case of Non-GAAP Operating Income to the extent not otherwise taken into account in determining Non-GAAP Operating Income) to the extent (if any) necessary to exclude the impact of (a) any change in accounting policies, (b) any material corporate transaction (such as a reorganization, combination, separation, merger, acquisition, disposition, or any combination of the foregoing), or any complete or partial liquidation of the Corporation, (c) the costs associated with any such transaction, and (d) other extraordinary events not foreseen at the time the Administrator established the applicable target levels set forth above and recorded as a non-GAAP adjustment applicable to the Performance Period. In addition, the Administrator shall make adjustments to the TSR, and the determination of Beginning Price and Ending Price of the Corporation and each other Index Company, to eliminate (to the extent necessary and without duplication) the impact of any stock splits, reverse stock splits, and stock dividends. The Administrator's determination of Net Revenue and Non-GAAP Operating Income for each Performance Period (including any Performance Period shortened pursuant to Section A.5 below), as well as the Relative TSR Ranking for the TSR Measurement Period (including any shortened TSR Measurement Period pursuant to Section A.5 below), and whether, and the extent to which, any such adjustment is necessary shall be final and binding.

A.5 Change in Control Event. If, at any time after the Award Date and before the last day of the FY27 Performance Period, a Change in Control Event occurs, the following rules shall apply:

(a) **Change in Control Event During the FY25 Performance Period.** This Section A.5(a) applies if the Change in Control Event occurs during the FY25 Performance Period.

- If the Change in Control Event occurs during the first fiscal quarter of the FY25 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(a) will equal 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier.
- If the Change in Control Event occurs during the FY25 Performance Period but after the first fiscal quarter of the FY25 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(a) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY25 Performance Period

multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this [Exhibit A](#) but calculated as though the FY25 Performance Period ended as of the last day of the fiscal quarter of the Corporation coinciding with or last preceding the date on which the Change in Control Event occurs (the "Short Period End Date") and with the FY25 performance levels set forth above in Section A.1 pro-rated for the portion of such Performance Period occurring through the Short Period End Date (for example, if the Change in Control Event occurred during the second fiscal quarter during the FY25 Performance Period and before the last day of that quarter, such performance levels would be pro-rated for the 25% of the FY25 Performance Period coinciding with the first quarter of the FY25 Performance Period, and performance against those goals would be assessed for purposes of determining such Achievement Percentages based on actual performance for such first quarter against such pro-rated performance levels).

- The performance goals and measurements with respect to the FY26 and FY27 Performance Periods no longer apply.
- The number of Performance Units subject to the Award that are eligible to vest (determined as set forth above in this Section A.5(a)) will be scheduled to vest, subject in each case to the Participant's continued employment or service with the Corporation or any of its Subsidiaries through such vesting date (except as otherwise expressly provided in Section 4(b) or 4(c) of this Award Certificate or Section A.5(d)), on the following schedule: (i) the lesser of one-third (1/3) of such Performance Units eligible to vest or one-third (1/3) of the Total Target Number of Performance Units will be scheduled to vest on the later of the last day of the FY25 Performance Period or the first anniversary of the Award Date; (ii) the lesser of one-third (1/3) of such Performance Units eligible to vest or one-third (1/3) of the Total Target Number of Performance Units will be scheduled to vest on the last day of the FY26 Performance Period; and (iii) the remaining such Performance Units eligible to vest (the total number of Performance Units subject to the Award that are eligible to vest as determined in accordance with this Section A.5(a) less the portion of such Performance Units vested or scheduled to vest pursuant to clauses (i) and (ii) of this sentence) will be scheduled to vest on the last day of the FY27 Performance Period.

(b) **Change in Control Event During the FY26 Performance Period.** This Section A.5(b) applies if the Change in Control Event occurs during the FY26 Performance Period.

- If the Change in Control Event occurs during the first fiscal quarter of the FY26 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(b) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY25 Performance Period multiplied by the CIC TSR

Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY25 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this Exhibit A.

- If the Change in Control Event occurs during the FY26 Performance Period but after the first fiscal quarter of the FY26 Performance Period, the number of Performance Units subject to the

Award that will be eligible to vest as provided below in this Section A.5(b) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this Exhibit A but calculated as though the FY26 Performance Period ended as of the Short Period End Date and with the FY26 performance levels set forth above in Section A.1 pro-rated for the portion of such Performance Period occurring through the Short Period End Date (for example, if the Change in Control Event occurred during the second fiscal quarter during the FY26 Performance Period and before the last day of that quarter, such performance levels would be pro-rated for the 25% of the FY26 Performance Period coinciding with the first quarter of the FY26 Performance Period, and performance against those goals would be assessed for purposes of determining such Achievement Percentages based on actual performance for such first quarter against such pro-rated performance levels).

- The performance goals and measurements with respect to the FY27 Performance Period will no longer apply.
- The number of Performance Units subject to the Award that are eligible to vest (determined as set forth above in this Section A.5(b)) will be scheduled to vest, subject in each case to the Participant's continued employment or service with the Corporation or any of its Subsidiaries through such vesting date (except as otherwise expressly provided in Section 4(b) or 4(c) of this Award Certificate or Section A.5(d)), on the following schedule: (i) the number of Performance Units eligible to vest (or that vested, as the case may be) with respect to the FY25 Performance Period (determined in accordance with this Exhibit A before giving effect to this Section A.5) will continue to be scheduled to vest on the later of the Determination Date for the FY25 Performance Period or the first anniversary of the Award Date; (ii) the lesser of two-thirds (2/3) of such Performance Units eligible to vest or two-thirds (2/3) of the Total Target Number of Performance Units, less the number of Performance Units vested or scheduled to vest pursuant to clause (i), will be scheduled to vest on the last day of the FY26 Performance Period (provided that such number of Performance Units determined pursuant to this clause (ii) will not be less than zero); and (iii) the remaining such Performance Units eligible to vest (if any; that is, the total number of Performance Units subject to the Award that are eligible to vest as determined in accordance with this Section A.5(b) less the portion of such Performance Units vested or scheduled to vest pursuant to clauses (i) and (ii) of this sentence, but not less than zero) will be scheduled to vest on the last day of the FY27 Performance Period.

(c) **Change in Control Event During the FY27 Performance Period.** This Section A.5(c) applies if the Change in Control Event occurs during the FY27 Performance Period.

- If the Change in Control Event occurs during the first fiscal quarter of the FY27 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(c) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the

Corporation's Non-GAAP Operating Income Achievement Percentage for the FY26 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this Exhibit A.

- If the Change in Control Event occurs during the FY27 Performance Period but after the first fiscal quarter of the FY27 Performance Period, the number of Performance Units subject to the Award that will be eligible to vest as provided below in this Section A.5(c) will equal the greater of: (i) 100% of the Total Target Number of Performance Units multiplied by the CIC TSR Multiplier; or (ii) the Target Number of Net Revenue Performance Units multiplied by the Corporation's Net Revenue Achievement Percentage for the FY27 Performance Period multiplied by the CIC TSR Multiplier, plus the Target Number of Non-GAAP Operating Income Performance Units multiplied by the Corporation's Non-GAAP Operating Income Achievement Percentage for the FY27 Performance Period multiplied by the CIC TSR Multiplier, with such Achievement Percentages determined as otherwise provided above in this Exhibit A but calculated as though the FY27 Performance Period ended as of the Short Period End Date and with the FY27 performance levels set forth above in Section A.1 pro-rated for the portion of such Performance Period occurring through the Short Period End Date (for example, if the Change in Control Event occurred during the second fiscal quarter during the FY27 Performance Period and before the last day of that quarter, such performance levels would be pro-rated for the 25% of the FY27 Performance Period coinciding with the first quarter of the

FY27 Performance Period, and performance against those goals would be assessed for purposes of determining such Achievement Percentages based on actual performance for such first quarter against such pro-rated performance levels).

- The number of Performance Units subject to the Award that are eligible to vest (determined as set forth above in this Section A.5(c)) will be scheduled to vest, subject in each case to the Participant's continued employment or service with the Corporation or any of its Subsidiaries through such vesting date (except as otherwise expressly provided in Section 4(b) or 4(c) of this Award Certificate or Section A.5(d)), on the following schedule: (i) the number of Performance Units eligible to vest (or that vested, as the case may be) with respect to the FY25 Performance Period (determined in accordance with this Exhibit A before giving effect to this Section A.5) will continue to be scheduled to vest on the later of the Determination Date for the FY25 Performance Period or the first anniversary of the Award Date; (ii) the number of Performance Units eligible to vest (or that vested, as the case may be) with respect to the FY26 Performance Period (determined in accordance with this Exhibit A before giving effect to this Section A.5) will continue to be scheduled to vest on the Determination Date for the FY26 Performance Period; and (iii) the remaining such Performance Units eligible to vest (if any; that is, the total number of Performance Units subject to the Award that are eligible to vest as determined in accordance with this Section A.5(c) less the portion of such Performance Units vested or scheduled to vest pursuant to clauses (i) and (ii) of this sentence, but not less than zero) will be scheduled to vest on the last day of the FY27 Performance Period.

- (d) **Change in Control Event and Award Termination.** In the event that Section 7.2(a) of the Plan applies and the Administrator has not made a provision for the substitution, assumption, exchange or other continuation or settlement of the Award, the Award (to the extent outstanding on the date of such Change in Control Event) shall vest on the date of the Change in Control Event as to a number of Performance Units equal to (but not less than zero) (i) the number of Performance Units determined to be eligible to vest in connection with the Change in Control Event under Section A.5(a), A.5(b), or A.5(c), as applicable, less (ii) the number of Performance Units subject to the Award that otherwise vested on or before the date of such Change in Control Event. The second

sentence of Section 7.2(a) of the Plan is hereby superseded by the provisions hereof and shall not apply to the Award.

- (e) **Other Change in Control Rules.** For purposes of clarity, the provisions of this Section A.5 shall not apply as to any Performance Units that have terminated (except as otherwise expressly provided in Section 4(b) or 4(c) of this Award Certificate) prior to the occurrence of such Change in Control Event. In the event of any conflict or inconsistency between Section A.1 or Section A.3, on the one hand, and this Section A.5, this Section A.5 controls.

* * * * *

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Exhibit 31.1

CERTIFICATION

I, Hong Q. Hou, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Semtech Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

- (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 28, 2024 December 3, 2024

/s/ Hong Q. Hou

Hong Q. Hou

President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Mark Lin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Semtech Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 28, 2024 December 3, 2024

/s/ Mark Lin

Mark Lin

Executive Vice President and Chief Financial Officer

Exhibit 32

CERTIFICATION PURSUANT TO
18 USC 1350 AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Semtech Corporation (the "Company" "Company") for the period ended July 28, 2024 October 27, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report" "Report"), the undersigned, Hong Q. Hou, President and Chief Executive Officer of the Company, and Mark Lin, Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 USC §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 28, 2024 December 3, 2024

/s/ Hong Q. Hou

Hong Q. Hou

President and Chief Executive Officer

/s/ Mark Lin

Mark Lin

Executive Vice President and Chief Financial Officer

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