

**STMICROELECTRONICS
TERMS AND CONDITIONS OF SALE FOR SEMICONDUCTOR PRODUCTS**

In these Terms and Conditions of Sale (these “Terms and Conditions”), “Seller” shall mean the STMicroelectronics legal entity providing semiconductor Products (defined below) to the purchaser of such Products (“Buyer”).

1. ORDERS AND CONFIRMATION: Unless otherwise stated in a written agreement duly signed by Seller, these Terms and Conditions shall apply to all sales of semiconductor products by Seller to Buyer (“Products”), including Products sold as processed, unpackaged semiconductor chips, or processed wafers. Notwithstanding the terms and conditions set forth in any document from Buyer, including, without limitation, as may be found in Buyer’s purchase orders or consignment pull orders, Buyer agrees that Seller’s acceptance and confirmation (“Order Confirmation”) of Buyer’s order, either in writing or, when agreed by Seller for the purposes hereof, by electronic mail or by EDI, constitutes (i) Buyer’s acceptance of these Terms and Conditions and (ii) Buyer’s agreement that none of the terms and conditions contained in any document from Buyer shall apply, unless such terms and conditions have been expressly accepted in a written agreement duly signed by Seller.

2. DELIVERY, TRANSFER OF TITLE, PRICES, PRODUCT SPECIFICATIONS: Transfer of title shall take place upon delivery Ex-Works (Incoterms 2010) at Seller’s designated facility unless otherwise specified by Seller. Price of Products (i) exclude any applicable tax, customs duty, tariff, levy and/or similar charge imposed by any public authority, all of which shall, where Seller is required by law to pay or collect them, be added to the price by Seller and paid by Buyer; and (ii) are based on economic and financial conditions at the date of Seller’s Order Confirmation. For Products not yet shipped, Seller may adjust prices prior to delivery, to take into account any significant increase in the cost of raw materials, metals, fuels or other production related costs. The cost of non-standard packaging is not included in the price of Products and any corresponding additional costs shall be charged separately to Buyer; all instructions concerning non-standard packaging, weight and customs may be considered and abided to by Seller in its sole discretion, provided such instructions are clear and received by Seller with reasonable prior notice. Carriage of Products shall be at Buyer’s sole risk. Reasonable care is exercised in packaging goods for shipment and no responsibility is assumed by Seller for delay or damage after delivery. Buyer will file any claims for damage with its carrier, and Seller will reasonably assist Buyer’s pursuit of such claims. Unless otherwise stated in a written agreement duly signed by Seller, the applicable “Specifications” for Products shall be solely those specifications stated in Seller’s data sheet at the time of the Order Confirmation and Seller reserves the right to change Product Specifications at any time and without notice.

3. SHIPMENTS, SCHEDULING, CONTINGENCY: Seller will exercise commercially reasonable efforts to perform with respect to a particular Order Confirmation. Delivery dates quoted in Seller’s Order Confirmations are estimates only. Orders confirmed by Seller are firm and may neither be rescheduled by Buyer nor cancelled without Seller’s prior written consent. Buyer agrees that failure to deliver by an estimated delivery date shall not give the Buyer any right to claim compensation, nor impose any responsibility or liability on Seller. In the event of any default by Buyer, Seller may decline to deliver Products in addition to any other remedy available to Seller. In the event of delivery by installments, default in any delivery shall not invalidate these Terms and Conditions as they pertain to any other deliveries. Any claim regarding non-conformity of Products with Seller’s Order Confirmation will be accepted by Seller only if: (i) Buyer’s claim, including proof of purchase and all reasons for the Products’ alleged nonconformance, is submitted in writing to Seller within one month after Seller’s specified delivery date; (ii) Buyer returns all allegedly nonconforming Products at its sole cost following the issuance of a return authorization request by Seller in its sole discretion; (iii) Products have not been modified, damaged or used in any way; and (iv) Buyer fully complies with all return authorization requirements mandated by Seller. Seller reserves the right to allocate production and deliveries among its various customers at Seller’s sole discretion and under any circumstances.

4. CONFIDENTIALITY: Unless otherwise agreed, all information provided by Seller or its affiliates to Buyer: (i) shall be deemed to be Seller’s “Confidential Information”; (ii) shall be maintained by Buyer in strict confidence, viewed solely on a need-to-know basis and used solely to carry out Buyer’s obligations under these Terms and Conditions; and (iii) is provided by Seller “AS-IS,” without any representations or warranties of any kind. Buyer agrees that in no event may Seller’s Confidential Information be used in, or in connection with, any legal or administrative proceeding in any court, arbitration, agency, commission or other tribunal, or in connection with any action, cause of action, litigation, claim, allegation, demand or dispute of any kind. Upon the earlier of termination of these Terms and Conditions or Seller’s request, Buyer shall return (or destroy at Seller’s discretion) all Confidential Information of Seller and/or its affiliates in Buyer’s possession, including all copies, notes and/or extracts thereof.

5. PAYMENTS: Payment for Products shall be made by Buyer upon receipt of Seller’s invoice, unless otherwise agreed in a written agreement duly signed by Seller and specified in Seller’s invoice. All deliveries and performance of work agreed to by Seller shall at all times be subject to Seller’s prior credit approval of Buyer which may be granted, denied or modified in Seller’s sole discretion. Where Seller has extended credit to Buyer, the amount of credit may be changed or withdrawn by Seller at any time without prior notice. If, in Seller’s sole judgment, Buyer’s financial condition at any time does not justify production, performance of work, or delivery, or if Buyer should be in default of its obligations relating to payment of any fees or charges, or any other obligation, Seller may without prior notice (i) require full or partial payment in advance or other payment terms as a condition for delivery; (ii) cancel any discount or credit which may have been granted to Buyer; (iii) suspend, delay or cancel any delivery or any other performance by Seller; and/or (iv) charge interest equal to the maximum amount allowed by applicable laws until Seller has received payment in full. Buyer is in no event entitled to modify or reduce the invoice unit prices or quantities without the prior written approval of Seller’s authorized representative.

6. SOFTWARE: Any computer programs, software and firmware, in any format, and related documentation (“Software”) supplied by Seller to Buyer, whether or not embedded into Products, is supplied under the terms of this Article 6, unless supplied under other license terms. Seller grants to Buyer a non-exclusive, non-sublicensable, non-transferable license to use the Software solely with Products. Buyer shall indemnify Seller, its officers and employees, and affiliates, against any claims arising directly or indirectly from any use of the Software. No other licenses or rights in the Software are granted to Buyer. Buyer shall not directly or indirectly cause the Software to be subject to any open source software license terms. ALL SOFTWARE SUPPLIED BY SELLER HEREUNDER IS SUPPLIED “AS IS,” AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE SOFTWARE, SELLER SHALL HAVE NO DIRECT OR INDIRECT LIABILITY NOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER.

7. SELLER’S WARRANTY: Subject to the terms hereof, Seller warrants to Buyer that its Products shall substantially conform to the applicable Specifications for a period of (i) two (2) years from the delivery date, provided, however, that Products sold in dry pack must be installed by Buyer within one (1) year from delivery; or (ii) for Products sold as processed, unpackaged semiconductor die, or processed wafers, ninety (90) days from delivery date. This warranty shall not apply: (i) if Products have been damaged by neglect or for reasons not attributable to Seller; (ii) if Products have been submitted to abnormal conditions (including, but not limited to, mechanical, electrical or thermal) during storage, installation or use; (iii) if Products are used in a non-standard environment requiring a robustness not documented in the applicable Specification such as without limitation, those Products referred to in clause (a) (b) or (c) below; (iv) to Products (risk Products) supplied at Buyer’s request which Seller has indicated may not conform to applicable Specifications or which constitute experimental, developmental or, subgrade, sample, beta testing, prototype, pre-production and/or non-qualified Products; (v) if the non-conformance of Products results from excess usage of the maximum values (including, but not limited to, temperature limit or maximum voltage) defined by Seller, or from an incorrect choice of application by Buyer, or from use other than in accordance with the relevant Specification; (vi) if a defect results from the design, specifications or instructions of Buyer and/or its affiliates, or a third party customer or supplier of Buyer, for such Products, or utilizing the intellectual property of Buyer and/or its affiliates, or such third party customer or supplier, including process and/or product technology or technology jointly-owned with Seller; or (vii) Buyer fails to notify Seller of a particular defect within ten (10) business days after discovery. If any Product fails to conform to the warranty stated above, Seller’s sole liability shall be at Seller’s option, to repair or replace such Product, or issue a credit or rebate of the purchase price. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO (I) EPIDEMIC FAILURE; (II) MERCHANTABILITY AND/OR SATISFACTORY QUALITY, (III) FITNESS FOR A PARTICULAR PURPOSE OR USAGE OR (IV) NON-INFRINGEMENT). Unless Seller’s Products are expressly designated in the applicable Product Specifications as having been specifically designed for use in: (a) safety critical applications such as life supporting devices or systems; (b) aeronautic or aerospace applications; and/or (c) automotive applications or environments (such as, by way of example, Products designated as “Automotive Grade” and used in association with a vehicle propelled by a self-contained motor, engine or the like, such as, without limitation, cars, trucks, motorcycles, electric cars, e-bikes and other transportation devices, or in an automotive environment, such as applications for active and passive safety, infotainment, telematics, vehicle body and convenience, electric car charging, insurance black boxes and the like). Buyer’s use of Seller’s Products in such applications contemplated by clauses (a), (b) and/or (c) above shall be at Buyer’s sole risk, even if Seller is aware of or has been informed in writing of such usage. In addition, Buyer acknowledges and agrees that it is solely responsible for all regulatory, safety and security related requirements concerning its own products and any use of Seller Products in Buyer products and related applications. Furthermore, Buyer shall indemnify Seller, its officers, and employees and affiliates against all claims arising directly or indirectly from: (i) Buyer’s incorporation of the Products in any application or system where failure could lead to death or personal injury and, (ii) Buyer’s unauthorized collection, storage, processing, or use of personal data, or Buyer’s other misappropriation or mishandling of personal data in a manner which is inconsistent with applicable data protection laws. Seller’s warranties set forth herein shall not be enlarged, diminished, or otherwise affected by, nor shall any obligation or liability of Seller arise out of, Seller’s rendering of technical advice or service in connection with any supplied Products.

8. INTELLECTUAL PROPERTY INDEMNIFICATION: Given the complexity in the design and manufacturing of electronic components and the intellectual property rights pertaining thereto, Seller is not able to declare that its Products do not infringe the intellectual property rights of third parties. In the event that a third party makes a claim alleging that Products, as delivered by Seller to Buyer, infringe a third party’s intellectual property right, Seller undertakes at its sole option and cost to defend the claim or seek a compromise; if an unfavorable and final, non-appealable judgment is rendered against Seller, it may at its sole option: (i) take out a license from the above-mentioned third party; (ii) modify the Products in such a way as to avoid infringement; or (iii) accept the return of the Products sold to Buyer deemed to infringe and, in case of such return, reimburse the Buyer for such Products up to a maximum equal to the amount paid by the Buyer to the Seller for such Products. Such indemnification shall only be due by the Seller provided that Buyer (i) promptly notifies Seller in writing of the claim of infringement and (ii) allows Seller to exclusively control, and co-operates with Seller in, the defense of the claim and any related settlement. Furthermore, such indemnification shall not apply to any claim of infringement (i) involving Products made, provided or modified by Seller in compliance with the instructions, requirements or specifications of Buyer and/or its affiliates, customers or suppliers, or utilizing the intellectual property of Buyer and/or its affiliates, customers or suppliers, including process and/or product technology or technology jointly-owned with Seller; (ii) deriving from the combination or use of a Product by Buyer and/or its affiliates, customers or suppliers with any other product, software, service, or technology, even if such Product is used in its intended manner or has no substantial value other than as part of such combination or use; (iii) deriving from the programming of Products; (iv) deriving from any modifications of Products; or (v) deriving from the use of the Product in any manner inconsistent with its intended manner; or (vi) deriving from the Product’s compliance with any industry or proprietary standard or Buyer’s and/or its affiliates’, customers’ or suppliers’ use of the Product to enable the implementation of any such industry or proprietary standard. Buyer agrees to indemnify Seller and hold Seller harmless from any damages and costs arising out of or in connection with claims of infringement made against Seller pursuant to (i), (ii), (iii), (iv), (v) or (vi) in the preceding sentence. THE RIGHTS AND OBLIGATIONS IN THIS ARTICLE 8 ARE SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN ARTICLE 9.

9. LIMITATION OF LIABILITY: ANY CLAIM FOR ALLEGED BREACH OR DEFAULT ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT BY SELLER’S PRODUCTS SHALL BE LIMITED TO THE PROVISIONS SET FORTH IN ARTICLE 8 AND HEREIN. IN ADDITION, SELLER SHALL HAVE NO LIABILITY UNDER THESE TERMS AND CONDITIONS FOR ANY LOSS ARISING FROM ANY CLAIM MADE AGAINST BUYER, OR FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED BY BUYER, INCLUDING WITHOUT LIMITATION COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, RETESTING, LABOR COST, LOSS OF PROFITS OR LOSS OF USE, BASED ON ANY ALLEGED BREACH OR DEFAULT OF SELLER. BUYER’S SOLE REMEDY AND SELLER’S SOLE AND TOTAL LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION) OR UNDER STATUTE OR OTHERWISE SHALL BE LIMITED TO AND SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GIVE RISE TO THE CLAIMS, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SELLER AND/OR ITS AFFILIATES, UNDER ALL ORDER CONFIRMATIONS RELATING TO A PARTICULAR PRODUCT THAT IS SUBJECT TO A CLAIM, EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR SUCH PRODUCT DURING THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM. BUYER MUST INFORM SELLER OF ANY ALLEGED BREACH WITHIN 90 DAYS AND ALLOW SELLER REASONABLE OPPORTUNITY TO CORRECT SUCH BREACH, AND ANY LAWSUIT RELATIVE TO ANY CLAIM MUST BE FILED WITHIN TWO (2) YEARS OF THE DATE OF BUYER’S WRITTEN NOTICE TO SELLER OF THE CLAIM. BUYER AGREES THAT ANY CLAIM NOTICED OR FILED OUTSIDE OF THE DEADLINES SET FORTH HEREIN ARE DEEMED WAIVED. BUYER AGREES THAT THE ABOVE LIMITATIONS AND EXCLUSIONS ARE ESSENTIAL ELEMENTS AND THEIR ABSENCE WOULD SUBSTANTIALLY CHANGE THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT.

10. FORCE MAJEURE: Seller shall not be liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, capacity constraints, accident, act of God, acts of the public enemy, earthquake, fire, flood, labor disputes, strikes, riots, civil commotion, war (declared or not), disease and/or a medical outbreak, epidemic or pandemic, unanticipated manufacturing problems, shortage of energy, water, raw materials or other supplies, power failure, novelty of Products, requirements or acts of any government or agency thereof, including trade embargoes or medical quarantines, judicial action, inability to secure materials on a timely basis and/or failure or delays in transportation (each, a “Force Majeure”). Seller will send written notice of the delay and the reason therefor to the Buyer as soon as reasonably possible after Seller learns of the cause of such delay. If a Force Majeure continues, or is reasonably expected to continue, for a period of three (3) consecutive months, Seller shall be entitled to cancel all or any part of the impacted orders previously confirmed, without any liability of Seller to Buyer.

11. EXPORT CONTROLS: Buyer is hereby informed that the Products and Software (and/or related information) may require an export and/or import license from one or more governmental/public authorities or may otherwise be subject to restrictions placed on export, re-export or retransfer of goods, software, technology, services and direct products by a sovereign state to implement the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies. Buyer agrees that it will only export, re-export, transfer or import the Products and/or Software, directly or indirectly, in accordance with applicable laws and regulations. Buyer will also ensure that its distributors, re-sellers and end users comply with this Article 11. In the event of delays in obtaining any required import/export licenses and/or permits required to export, re-export, transfer or import the Products and/or Software, Seller shall be entitled to postpone the transaction by a period equivalent to such delay. Buyer shall provide Seller with complete and accurate information including but not limited to HTS (Harmonized Tariff Schedule) classification, Schedule B classification, ECCN (Export Control Classification Number), CCATS (Commodity Classification Automated Tracking System) number and documentation as may be required by regulatory agencies necessary to ensure global trade compliance with applicable laws and regulations, including without limitation, identification of the intended end-user, end-use and country of ultimate destination of the Products and/or Software procured from Seller, within the time limit required by Seller and in the format directed by Seller. If there is any delay in providing the end-user statement or other trade compliance related information, Seller shall be entitled to postpone the transaction by a period equivalent to such delay.

12. PRIVACY: Each of Buyer and Seller may collect, store and process personal data from each other in relation to a transaction under these Terms and Conditions and may transfer such personal data outside the jurisdictions where Buyer and/or Seller is located. Buyer agrees that such personal data will be used and retained for the purposes related to the performance of these Terms and Conditions concerning the Products sold and Software supplied hereunder and in accordance with applicable data privacy laws.

13. NO OTHER USE: Buyer agrees that it shall not reverse engineer and/or decompile any Product or Software nor use any Product or Software for any purpose other than Seller’s marketed purpose.

14. GOVERNING LAWS, JURISDICTION AND VENUE: The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of any Products. These Terms and Conditions, and any disputes arising out of or relating thereto, shall be governed by and interpreted in accordance with the laws of Switzerland, the State of Texas (USA), Singapore or Japan, as the case may be based on the location of the STMicroelectronics selling entity, excluding the rules applicable to conflict of laws and Buyer consents to and agrees that the exclusive jurisdiction for any dispute arising out of or in connection with these Terms and Conditions lies with the court of Canton of Geneva, Dallas County Texas (USA), Singapore or Tokyo, respectively. Notwithstanding the foregoing, all sales in Europe shall in all cases be subject to the laws of Switzerland and courts located in Canton of Geneva, regardless of the location of the STMicroelectronics selling entity. In addition to any other remedy, Seller shall be permitted to seek injunctive and/or equitable relief.

15. GENERAL: If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect (an “Invalid Provision”), such holding shall not affect any other provision hereof, and the Terms and Conditions will be construed as if such Invalid Provision had never been contained herein. In addition, the Invalid Provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms and Conditions (as the case may be), such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Buyer’s performance under these Terms and Conditions shall be carried out in compliance with Seller’s Code of Conduct (as in effect on the date of the applicable Order Confirmation). Seller’s failure to enforce any provision of, or exercise any rights under, these Terms and Conditions shall not constitute a modification or waiver of Seller’s rights hereof, and no modification or waiver of these Terms and Conditions will be binding upon Seller unless memorialized in a written agreement duly signed by Seller. The provisions set forth in these Terms and Conditions are personal to Buyer and are not assignable, transferable or subject to pass-through to any third party, including Buyer’s affiliates and/or their respective customers or suppliers. Order Confirmations and Products deliveries cannot be assigned from Buyer to any third party without Seller’s prior written consent. Any provision that, by its nature, would be reasonably expected to survive the termination or expiration of these Terms and Conditions shall survive, including but not limited to Articles 1, 4, 6 through 9 and 11 through 15.