

STMicroelectronics
TERMS AND CONDITIONS OF SALE FOR SEMICONDUCTOR PRODUCTS

In these Terms and Conditions of Sale ("Terms and Conditions"), Seller shall mean the STMicroelectronics legal entity providing semiconductor products (the "Seller") to the purchaser of such products (the "Buyer").

1. ORDERS AND CONFIRMATION: Unless otherwise stated in a written agreement duly signed by Seller, the Terms and Conditions shall apply to all sales of semiconductor products ("Products") by Seller, including Products sold as processed, unpackaged semiconductor chips, or processed wafers. Notwithstanding the terms and conditions set forth in any document from Buyer, 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 the 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 term or condition has been expressly and duly accepted in writing by Seller. Where Software⁽¹⁾ is supplied by Seller to Buyer, whether or not embedded into Products, Buyer acknowledges that use of that Software is governed by Seller or third party software license terms and conditions applicable to that Software as set forth below in Article 6.

2. DELIVERY, TRANSFER OF TITLE, PRICES: Transfer of title shall take place upon delivery Ex-Works (Incoterms 2010) Sellers facility. Price of Products (i) exclude any applicable tax, customs duty and/or levy 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; all instructions concerning non standard packaging, weight and customs shall be abided to by Seller provided such instructions are clear and received by Seller with reasonable prior notice. The corresponding additional costs shall be charged to Buyer. Carriage of Products shall be at Buyer's own risk. Reasonable care is exercised in packaging goods for shipment and no responsibility is assumed by Seller for delay, breakage or damage after delivery. Buyer will file any claims for breakage or damage with the carrier, and Seller will render reasonable assistance in securing satisfactory adjustment of such claims.

3. SHIPMENTS, SCHEDULING, CONTINGENCY: 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. 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 without prior written consent duly given by Seller. In the event of any default by Buyer, Seller may decline to make further shipments notwithstanding any other remedy available to Seller. In the event of delivery by installments, default in any shipment or delivery shall not invalidate the Terms and Conditions as they pertain to any other shipments or deliveries.

Any claim regarding non-conformity of Products with Order Confirmation will be accepted by Seller only if each of the following three conditions have been met: (i) Buyer's claim is submitted in writing to Seller within one month after the delivery date and, after agreement with Seller, Buyer returns the whole batch of non-accepted Products; (ii) The return is made at the Buyer's cost, and is accompanied by proof of purchase and the indication of the precise reason for rejection by Buyer; and (iii) Products have not been modified or damaged or manipulated for any reason whatsoever.

Seller reserves the right to allocate production and deliveries among its various customers at Seller's sole discretion and under any circumstances.

4. PRODUCT SPECIFICATIONS: Except as otherwise specifically agreed in writing by Seller, Seller reserves the right to change at any time the specifications of any Products without notice. Except if particular specifications are given by Buyer and duly accepted in writing by Seller, specifications for Products shall be Seller's specifications as existing in Seller's published data sheet at the time of the Order Confirmation.

5. PAYMENTS: Payment for Products shall be made by Buyer cash upon receipt of invoice unless otherwise agreed 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 or denied in Seller's sole discretion. Where Seller has extended credit to Buyer, the amount of credit may be changed, or credit 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 on the above payment terms, 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 interests equal to the maximum allowed by applicable laws for the full duration of the payment delay. Buyer is in no event entitled to make reductions on the invoice unit prices or quantities without prior written approval of Seller's authorized representative.

6. SOFTWARE: To the extent that Software is embedded in a Product, the sale of such Product shall not constitute a transfer of ownership rights or title in Software to Buyer, but shall only imply a non-exclusive, non-sublicensable, and non-transferable copyright license under Seller's Intellectual Property Rights ("IPR") to Buyer to use such Software as embedded in the Products supplied by Seller. If Seller supplies Software to Buyer that is not embedded in the Product but that is intended for use in or in conjunction with such Product, and when such Software is not subject to a separate license agreement, the sale of a Product implies, subject to the provisions set forth herein, a non-exclusive, non-sublicensable, and non-transferable copyright license to Buyer under Seller's IPR: (i) to use the Software exclusively in conjunction with the Products as supplied by Seller; and (ii) to make and distribute copies of the Software, in object code form, and only as shall be reasonably necessary to enable Buyer to make the normal and intended use of the Products.

Buyer shall not perform, and the rights under Seller's IPR granted to Buyer regarding Software are conditional upon Buyer not performing, any action that would require any Software furnished with the Products or any derivative work thereof to be subject to any Open Source Software terms, in particular as a result of any combination of a Product, Software or any derivative with Open Source Software. Open Source Software shall refer to any software which may require Seller to grant royalty free licenses under Open Source Software terms and/or to make source code available or grant permissions to third parties to make derivative works.

ALL SOFTWARE SUPPLIED BY SELLER ARE PROVIDED "AS IS". SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR COMMON LAW, REGARDING ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AS TO USAGE, NON-INFRINGEMENT, MERCHANTABILITY, PERFORMANCE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.

7. SELLER'S WARRANTY: Subject to the terms hereof, Seller warrants to Buyer that its Products shall conform to the applicable specifications referred to in Clause 4 for a period of (i) two years from delivery date, provided however that Products sold in dry pack must be installed by Buyer within one year from delivery; or (ii) for Products sold as processed, unpackaged semiconductor chips, 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; or (ii) if Products have been submitted to abnormal conditions (mechanical, electrical or thermal) during storage, installation or use; or (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; or (iv) to Products (risk Products) supplied at request of Buyer which Seller has indicated may not conform to applicable technical specifications or constitute experimental, developmental or, subgrade, sample, beta testing, prototype, non-qualified Products; or (v) if the non-conformance of Products results from excess usage of the maximum values (temperature limit, 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 or (vi) if a defect results from Buyer's design, specifications or instructions for such Products.

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 MERCHANTABILITY QUALITY OR SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE).

Seller's Products are not designed for use in: (a) safety critical applications such as life supporting devices or systems; (b) aeronautic or aerospace applications, unless a Product is expressly designated by Seller as being designed for such application according to Seller's Product design specifications; and/or (c) automotive applications or environments, unless a Product is expressly designated by Seller as being "Automotive Grade" according to Seller's Product design specifications. Where Seller's Products are not designed for such use, Buyer shall use Products at Buyer's sole risk, even if Seller 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 Buyer's incorporation of the Products in any application or system where failure could lead to death or personal injury.

Seller's warranties as herein above set forth 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 Products supplied hereunder.

8. INTELLECTUAL PROPERTY INDEMNIFICATION: Because of the complexity of design and manufacturing techniques for electronic components and of 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 rights, Seller undertakes at its option and cost to defend the claim or seek a compromise; if an unfavorable and final judgment is rendered against Seller, it shall at its option take out a license from the above mentioned third party or shall modify the Products, in such a way as to avoid infringement. If such a solution shall be impracticable for economic and/or technical reasons, Seller shall accept the return of the Product supplied and shall reimburse the Buyer up to a maximum equal to the amount paid by the Buyer for the Products deemed to infringe. 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 control, and co-operates with Seller, in the defense and any related settlement action. Furthermore, such indemnification shall not apply to any claims of infringement (i) involving Products made, provided or modified by Seller in compliance with the requirements or specifications of Buyer or of a third party beneficiary with the consent of Buyer, (ii) deriving from the combination or use of a Product by Buyer with any other product, software, service, or technology, even if such Product has no substantial use other than as part of such combination or use, (iii) deriving from the programming of Products, except if made by Seller, (iv) deriving from Seller's compliance with any industry or proprietary standard or Buyer's 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) or (iv) above.

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 PRODUCTS SHALL BE LIMITED TO THE PROVISIONS SET FORTH ABOVE IN ARTICLE 8. 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 FOR PUNITIVE DAMAGES INCURRED BY BUYER, INCLUDING WITHOUT LIMITATION COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, RETESTING, LABOUR COST, LOSS OF PROFITS OR LOSS OF USE, BASED ON ANY 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. BUYER SHALL ALWAYS INFORM SELLER OF ANY BREACH AND ALLOW SELLER REASONABLE OPPORTUNITY TO CORRECT THE BREACH.

10. FORCE MAJEURE: Neither party shall be responsible or 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, labour disputes, strikes, riots, civil commotion, war (declared or not), 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, judicial action, inability to secure materials on a timely basis (except if such inability results from negligence of Seller) and failure or delays in transportation. The delayed party shall send written notice of the delay and the reason therefor to the other party as soon as possible after the party delayed knew of the cause of delay in question.

11. EXPORT CONTROLS: Buyer is hereby informed that the Products 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 or services 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, directly or indirectly, in compliance with applicable laws and regulations. Buyer will also ensure that its distributors, re-sellers and end users comply with this Article 11. If there are any delays in obtaining any required import/export licenses and/or permits required to ship the Products, Seller shall be entitled to postpone shipment of the Products by a period equivalent to such delay. Buyer shall provide Seller with complete and accurate information and documentation as may be necessary to ensure compliance with applicable laws and regulations, including without limitations identification of the intended end-user, end-use and country of destination of the Products procured from Seller, within the time limit required by Seller and in the format advised by Seller. If there is any delay in providing the end-user statement or related information, Seller shall be entitled to postpone shipment of the concerned Products by a period equivalent to such delay.

12. SEVERABILITY OF PROVISIONS: In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Terms and Conditions will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in the 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.

13. ASSIGNMENT: Order Confirmations and Products deliveries cannot be assigned from Buyer to any third party, provided however that any such assignment can be allowed among Buyer's affiliates subject to Seller prior written consent.

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. All disputes arising out of or in connection with these Terms and Conditions shall be subject to the laws of [Switzerland, France, Italy, State of Texas, Singapore or Japan]* excluding the rules applicable to conflict of laws. Buyer agrees that any exclusive jurisdiction for any dispute arising out of or in connection with these Terms and Conditions lies with the court of [Canton of Geneva, Paris, Monza, Dallas County Texas, Singapore or Tokyo]* and consents to such venue. Notwithstanding the foregoing Seller shall always be permitted to bring any action or proceeding against Buyer in any other court of competent jurisdiction, and/or seek injunctive or equitable relief. (*) For purposes of the foregoing, the applicable laws and jurisdiction shall be those of the location of the STMicroelectronics selling company.

(1) "Software" means computer programs, software and firmware whether in printed or machine readable form, including related documentation.