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, these 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 will communicate to Buyer its order number ("Order Confirmation") for such application of Buyer's order. Buyer shall state in its order, if agreed by Seller for the purposes hereof, by electronic mail or by EDI, constitutes (i) Buyer's acceptance of the Terms and Conditions and Buyer's agreement that (a) the price and terms and conditions of any document from Buyer shall apply, unless such term or condition has been expressly and duly accepted in writing by Seller. Where Software(*) is supplied to Seller by Buyer, whether or not embedded into Products, Buyer agrees that any failure on the part of Seller to ship in accordance with the estimated delivery date shall not give the Buyer any right to claim compensation, nor impose any liability or responsibility on Seller without prior written notice to Buyer, as long as Buyer shall notify Seller in writing of the delay or defect. Buyer may demand further shipments notwithstanding any other remedy available to Seller. In the event of delivery of instalments, default in any shipment or delivery shall not invalidate the Terms and Conditions as they pertain to remaining shipments. Any claim regarding non-conformity of Products with Order Confirmation will be accepted by Seller only if at least one 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 Products, at Buyer's own cost, and is accompanied by the 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. Buyer shall have no right to make any modifications or alterations to such Products.

2. PAYMENTS: Payment for Products shall be made by Buyer 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 be at all times 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 notice. If, in Seller's sole judgment, Buyer is not meeting obligations, Seller may demand immediate payment in full for any and all obligations not paid by Buyer. Seller may make further shipments notwithstanding any other remedy available to Seller. If in the event of default, instalment in any shipment or delivery shall not invalidate the Terms and Conditions as they pertain to remaining shipments. Any claim regarding non-conformity of Products with Order Confirmation will be accepted by Seller only if at least one of the following 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 Products, at Seller's own cost, and is accompanied by the 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. Buyer shall have no right to make any modifications or alterations to such Products.

3. QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.

4. PRODUCT SPECIFICATIONS: Except as specifically agreed in writing by Seller, Seller shall supply Products at the time of the Order Confirmation. Products without achievement of the applicable specification are being delivered to Buyer. Special or non-standard specifications are provided by Buyer and are agreed 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 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 be at all times 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 notice. If, in Seller's sole judgment, Buyer is not meeting obligations, Seller may demand immediate payment in full for any and all obligations not paid by Buyer. Seller may make further shipments notwithstanding any other remedy available to Seller. If in the event of default, instalment in any shipment or delivery shall not invalidate the Terms and Conditions as they pertain to remaining shipments. Any claim regarding non-conformity of Products with Order Confirmation will be accepted by Seller only if at least one of the following 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 Products, at Seller's own cost, and is accompanied by the 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. Buyer shall have no right to make any modifications or alterations to such Products.

5. SOFTWARE: To the extent that Software is embedded in a Product, the sale of such Product shall not constitute a license or grant of ownership rights, or any other rights, in such Software, to the Buyer. The Buyer shall be entitled to use Software in combination with such Product, and such Software is not subject to a separate license agreement, the provisions of which are in the provisions of any Product, including, without limitation, non-exclusive, non-transferable right to use Software 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 standard use of the Products. Seller shall have no liability under these Terms and Conditions for any loss or damage by reason of the operation, use, or inability to operate, or inability to use, Software; and Buyer agrees to indemnify Seller, its officers, directors, employees, and agents against all claims arising directly or indirectly from Buyer's use of Software. Seller shall be entitled to use Software in combination with the Products and related services. Furthermore Buyer shall indemnify Seller, its officers, employees and affiliates against all claims arising directly or indirectly from Buyer's incorporation of Software in the Products or Systems, or in the use of Software in the Products or Systems. Seller's warranties as herein above set forth shall not be enlarged, diminished, or otherwise affected by, nor shall any liability or obligation 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 manufacture of semiconductor products, it may be impossible to accurately determine liability for any damages arising out of or in connection with Products. Buyer shall not be 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 its intellectual property rights, or any other third party's rights, Seller shall, at its own expense, defend Buyer against such claims and shall pay all damages awarded against Buyer in any such actions or suits. Seller shall defend Buyer if it is not able to claim a defense to such a claim that would be valid against Seller's use of the Products. In the event that any Products sold by Seller or its affiliates are used by Buyer to infringe any third party's rights, Buyer agrees to indemnify Seller, its officers, directors, employees and agents against all claims arising directly or indirectly from Buyer's use of the Products, or from 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.

STMicroelectronics Terms and Conditions of Sale for Semiconductor Products (October 2013)

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