In these Terms and Conditions of Sale (these "Terms and Conditions"), Seller shall mean the STMICROELECTRONICS legal entity utilizing the components or the intellectual property rights pertaining therein, 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 sold by Seller to Buyer, infringe such third party's intellectual property rights, Buyer under no exception and cost to defend the claim or seek a compromise; if an unfavorable and final, non-appellable 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 infringing the third party's intellectual property rights, at Seller's sole cost and expense; or (iii) if Seller shall not be able to license or modify the Products, return the purchase price paid by 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) gives合理的售出产品，包括但不限于产品的技术和知识产权的所有权。由于本协议的性质，卖方不保证产品不会侵犯第三方的知识产权。在任何第三方声称产品侵犯其知识产权的情况下，买方应负责在合理范围内应对索赔或获取和解。如果产品最终被判侵犯知识产权，且卖方无法从第三方获取许可或修改产品，则卖方应退还买方支付的购买价格，直到不超过买方支付的金额为止。卖方需要在一定时间和费用范围内，通过与第三方的协商或法律途径解决索赔问题。