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In no event shall ST or its licensors be liable to You or any third party for any indirect, special, consequential, incidental, punitive damages or other damages (including but not limited to, the cost of labor, re-qualification, delay, loss of profits, loss of revenues, loss of data, costs of procurement of substitute goods or services or the like) whether based on contract, tort, or any other legal theory, relating to or in connection with the Licensed Software, the documentation or this Agreement, even if ST has been advised of the possibility of such damages.

In no event shall ST's liability to You or any third party under this Agreement, including any claim with respect of any third party intellectual property rights, for any cause of action exceed 100 US\$. This section does not apply to the extent prohibited by law. For the purposes of this section, any liability of ST shall be treated in the aggregate.

#### **TERMINATION**

ST may terminate this Agreement, including its licenses, at any time if You are in material breach of any of its terms and conditions and You have failed to cure such breach within 30 (thirty) days after receiving notification from ST of such breach. Upon termination, You will immediately destroy or return all copies of the Licensed Software (including without limitation any documentation) to ST. After termination, Your sole surviving right will be to continue to use the Licensed Software solely to the extent that it was already incorporated before Your material breach of this Agreement into Your Products, which were sold by You before the date of Your material breach.

#### **APPLICABLE LAW AND JURISDICTION**

This Agreement and matters connected with the validity, interpretation or performance thereof shall be governed, construed, interpreted, and applied in all respects by the law in place in Switzerland, without resort to conflict of laws principles. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to their relationship.

Dispute Resolution. The Parties consent to exclusive jurisdiction in the court of Canton of Geneva, Switzerland for purposes of any litigation arising from this Agreement. For the avoidance of doubt, nothing in this section shall prevent either Party seeking interim injunctive relief from a court or tribunal of appropriate jurisdiction.

#### **SEVERABILITY**

If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement.

#### **WAIVER**

The failure or delay of either party to enforce any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

#### **ASSIGNMENT**

This Agreement may not be assigned by You, nor any of Your rights or obligations hereunder, to any third party without prior written consent of ST. In the event that this Agreement is assigned effectively to a third party, this Agreement shall bind upon successors and assigns of the parties hereto.

#### **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

## Revision history

**Table 1. Document revision history**

Date	Version	Changes
05-Feb-2016	1	Initial release.
06-Jul-2020	2	Change of license terms.