

LIMITED LICENSE AGREEMENT FOR ST MATERIALS EVALUATION

IMPORTANT-READ CAREFULLY:

This Limited License Agreement (“LLA”) for ST materials is made between you on behalf of yourself, or on behalf of any entity by which you are employed or engaged (collectively referred to in this LLA as “You” or “Licensee”) and STMicroelectronics International NV, a company incorporated under the laws of the Netherlands acting for the purpose of this LLA through its Swiss branch located at 39, Chemin du Champ des Filles, 1228 Plan-les-Ouates, Geneva, Switzerland (hereinafter “ST”). Affiliates shall mean any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with ST, for so long as such ownership exists. For the purposes of the foregoing, “own”, “owned,” or “ownership” shall mean ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

The ST materials licensed under this LLA shall mean the software and/or any hardware material which accompany or are otherwise made available by ST and/or its Affiliates upon agreeing to this LLA, including any associated media, Documentation (collectively the “Licensed Materials”). Documentation shall include any comments, annotations, instructions, manuals, and other materials, whether in printed or electronic form, including without limitation installation manuals, user’s guides, and programmer guides, related to any software and/or any hardware material made available under this LLA. The Licensed Materials include any software updates, hardware products and supplements that ST and/or its Affiliates may provide You or make available to You after the date You obtain the Licensed Materials to the extent that such items are not accompanied by a separate license agreement or other terms of use.

THE LICENSED MATERIALS ARE LICENSED TO YOU ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LLA. BY CLICKING ON THE “I ACCEPT” BUTTON OR BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE LICENSED MATERIALS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LLA. IF YOU DO NOT AGREE WITH ANY CONDITION OF THIS LLA, DO NOT INSTALL, ACCESS OR USE THE LICENSED MATERIALS.

1. LIMITED LICENSE

Subject to the terms and conditions of this LLA and applicable Open Source Terms (as defined hereafter) and during the term of this LLA, ST hereby grants You under intellectual property rights owned by ST and its Affiliates or under which ST and its Affiliates has the right to grant a license, a worldwide, non-exclusive, non-transferable, royalty-free, license, without the right to sub-license, to use internally the Licensed Materials solely and exclusively with ST chipsets or ST integrated circuits (collectively “ST Chipsets”) for the sole purpose of performing evaluation, simulation, testing and development of software/hardware applications and performing non-commercial demonstration of such Licensee’s software/hardware applications with ST Chipsets (“Limited License Purpose”).

To the extent the Licensed Materials are made available to You in source code and subject to the terms and conditions of this LLA, ST hereby grants You under intellectual property rights owned by ST and its Affiliates or under which ST and its Affiliates has the right to grant a license, during the term of this LLA, a worldwide, non-exclusive, royaltyfree, non-transferable license, without the right to sublicense, to use, reproduce and modify the source code form of the Licensed Materials and compile such modified source code into new object code, for the Limited License Purpose only.

Subject to the terms and conditions of this LLA, ST hereby grants You under intellectual property rights owned by ST and its Affiliates or under which ST and its Affiliates has the right to grant a license, a worldwide, non-exclusive, non-transferable, royalty-free, license without the right to sub-license, to use internally and make a reasonable number of copies of the Documentation provided by ST under this LLA, solely to support the Limited License Purpose.

Subject to all limitations described herein, You are authorized to have third party contractors exercise for You and on your behalf the license rights as set forth above. You are fully responsible vis-à-vis ST for any act or omission of your contractors and any breach by Your contractors shall be deemed a breach by You hereunder.

You acknowledge that the Licensed Materials have not been specifically designed to meet your individual requirements and that You have all information necessary to evaluate whether the Licensed Materials meet your requirements or not, and will be suitable for your intended use or application. Therefore the Licensed Materials shall be deemed accepted upon delivery to Licensee. You shall use, at your own risk, the Licensed Materials and any development that is obtained from such use. You acknowledge that ST and its Affiliates cannot in any way be held responsible for the consequences resulting from use of the Licensed Materials and any development made following such use of the Licensed Materials.

You acknowledge you are receiving the Licensed Materials under a limited license and not as a purchaser of the Licensed Materials.

2. RESTRICTIONS

Unless otherwise expressly stipulated under Article 1, You shall not, and shall not permit any third party to: (i) copy, reproduce or duplicate the Licensed Materials; (ii) translate, modify, adapt, decompile, disassemble or reverse engineer and make derivative works of (any portion of) the Licensed Materials; (iii) rent, disclose, publish, sell, assign, lease, lend, sublicense, market, transfer, distribute or otherwise provide third parties access to (any portion of) the Licensed Materials for any purpose; (iv) attempt to derive the source code, algorithmic nature or structure of any object code portions of the Licensed Materials; (v) use the Licensed Materials to create any product that competes with the Licensed Materials or ST Chipsets; (vi) remove or circumvent any protection or other restrictive technology mechanism of the Licensed Materials or ST Chipsets; (vii) disclose the results of the Licensed Materials' performance to any third party; or (viii) otherwise use any portion of the Licensed Materials in any manner not expressly authorized by this LLA.

Other than the limited expressed license granted to You under Article 1 herein, no other rights or licenses are granted, or implied by estoppel or otherwise, under any intellectual property rights of ST and/or its Affiliates or any intellectual property of a third-party residing in the Licensed Materials or in any other confidential information furnished by ST and its Affiliates, including (i) for the combination of such Licensed Materials or other confidential information with one or more other items (including items acquired from ST and/or its Affiliates) even if such items have no substantial use other than as part of such combination (ii) with respect to any trademark, trade or brand name, domain name, corporate name of ST and/or Affiliates, or any other name or mark, or contraction abbreviation or simulation thereof, (iii) under any intellectual property rights covering any standard set by a standard setting body and any de facto standards.

You may not use the Licensed Materials for commercial purposes nor sell, or otherwise transfer it for value. Commercial purposes include the use of the Licensed Materials as a standalone product or in a product, to be distributed, marketed or otherwise offered for sale or for rent ultimately. For avoidance of doubt, nothing shall prevent the Licensee from distributing any of Licensee's software/hardware applications, provided that such Licensee's software/hardware applications do not contain any Licensed Material or part thereof and/or result in whole or in part from use of the Licensed Materials hereunder.

You may not use the Licensed Materials in safety critical applications such as life supporting devices or systems, and military, nuclear, automotive or aerospace applications or environments.

You shall limit access and use of the Licensed Materials to You and those individuals who may be employed by You who have a need to access the Licensed Materials for the Limited License Purpose and provided that You shall ensure that such individuals shall comply with the provisions of this LLA, and except as expressly permitted under Article 1 or as otherwise expressly agreed in writing by ST, You shall not allow any third-party to use the Licensed Materials. You shall be liable towards ST for any damages due to a failure by such third-party(ies) to comply with the provisions of this LLA.

ST and its Affiliates have no obligation to provide You with maintenance, technical support or updates for the Licensed Materials.

3. OWNERSHIP, COPYRIGHTS AND TRADEMARKS

The Licensed Materials are and will remain the exclusive property of ST and/or its Affiliates or its licensors, whether or not specifically recognized or perfected under the laws of the country where the Licensed Materials are used. You will not take any action that jeopardizes ST and its Affiliates or its licensors' proprietary rights or acquire any rights in the Licensed Materials, except the limited rights specified in Article 1.

All right, title and interest in and to the Licensed Materials, are owned or licensed by ST or its Affiliates or licensors. You shall ensure that all notices, including but not limited to all copyright and trademark notices of ST or its Affiliates or licensors are reproduced in any copy of the whole or any part of the Licensed Materials. You shall not remove, modify or alter any ST or its Affiliates' or licensors' copyright or trademark notice from any part of the Licensed Materials.

4. CONFIDENTIALITY

Confidential information shall include all information provided with the Licensed Materials which (a) is designated as "confidential", "proprietary" or with a similar legend, (b) is by its own nature of a type which would reasonably be considered confidential and/or (c) is source code ("Confidential Information"). You may only use the Confidential Information for the Limited License Purpose and shall protect the confidentiality of the Confidential Information provided by ST and its Affiliates under this LLA by using the same degree of care, but not less than a reasonable degree of care, to prevent its unauthorized use, dissemination, or publication as You use to protect your own confidential information of like nature.

You shall be liable towards ST for any damages incurred due to a failure by any employee having access to the Licensed Materials and/or the Confidential Information to comply with the provisions in this LLA. You shall immediately notify ST of any unauthorised use or disclosure of, or of any unauthorised access to, or of any theft or loss of the Licensed Materials or Confidential Information or part thereof, which comes to your notice.

The confidentiality obligations shall not apply to Confidential Information, which can be shown by documentary evidence: (i) entered the public domain through no fault of the Licensee; or, (ii) was known to the Licensee prior to receipt from ST and its Affiliates; or, (iii) was disclosed to the Licensee by a third party having the right to disclose; or, (iv) was independently developed by the Licensee without use of the Licensed Materials or Confidential Information, the onus of proof of independence being on the Licensee.

These confidentiality obligations shall survive any termination or expiration of the LLA for whatever cause.

5. DISCLAIMER OF WARRANTY

YOU ACKNOWLEDGE THAT THE LICENSED MATERIALS AND ANY AND ALL PARTS THEREOF ARE PROVIDED "AS IS". ST AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS AND OR PARTS THEREOF WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ST AND ITS

AFFILIATES MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE USE OF THE LICENSED MATERIALS AND OR PARTS THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, AND OR (II) ANY USE OF THE LICENSED MATERIALS AND OR PARTS THEREOF, WHETHER INTEGRATED INTO OTHER EQUIPMENT OR NOT, ARE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. IT SHALL BE YOUR SOLE RESPONSIBILITY TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. CONSEQUENTLY, ST AND ITS AFFILIATES DISCLAIM ANY LIABILITY IN CASE ANY SUCH USE INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. FURTHERMORE ST AND ITS AFFILIATES HEREBY DISCLAIM ANY WARRANTY AND LIABILITY WHATSOEVER FOR ANY DEVELOPMENT CREATED BY OR FOR YOU OR YOUR CUSTOMERS.

YOU ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS LLA AND THAT NO WARRANTIES ARE MADE BY ST OR ITS AFFILIATES OR GRANTED BY LAW WHENEVER IT IS PERMITTED BY LAW.

6. OPEN SOURCE

Some portion of the Licensed Materials might contain Open Source Software subject to Open Source Terms (as defined below) applicable for each such portion, as further specified in the Licensed Materials. Such Open Source Software is supplied to You under the applicable Open Source Terms and is not subject to the terms of this LLA to the extent the terms of this LLA are in conflict with such applicable Open Source Terms.

Except for Open Source Software, You have no rights under this LLA to, and may not under any circumstances use the Licensed Materials or any parts thereof such that they become subject to any Open Source Terms. These actions include but are not limited to combining the Licensed Materials by means of incorporation or linking or otherwise.

For the purpose of this LLA, "Open Source Terms" shall mean any open source license which requires as part of distribution of software that the source code of such software is distributed therewith, or any other open source license that complies with the Open Source Definition specified at www.opensource.org and any other comparable open source license such as for example GNU General Public License (GPL), Eclipse Public License (EPL), Apache Software License, BSD license and MIT license. "Open Source Software" shall mean any software that is licensed or distributed under Open Source Terms as specified in the Licensed Materials.

7. COMPLIANCE

You agree not to use the Licensed Materials in violation of any law, statute, ordinance or other regulation or any obligation by which You are bound. You agree to comply with all applicable laws and regulations regarding the use of the Licensed Materials. Specifically but without limiting the generality of the foregoing, You acknowledge that the Licensed Materials are subject to export controls restrictions and You agree to comply with the European export regulations and US similar regulations, and to obtain any necessary export license or other documentation prior to exportation or re-exportation of the Licensed Materials.

Some Licensed Materials may (i) require licenses from third parties claiming intellectual property rights covering use or implementation of the Licensed Materials or (ii) be based on industry recognized standards or software programs published by industry recognized standards bodies and certain third parties may claim to own intellectual property rights that cover implementation or use of those standards. You agree that You will obtain any necessary licenses from such third parties prior to execution of the license rights granted by ST to You herein.

8. DISCLAIMER OF DAMAGES

IN NO EVENT SHALL ST AND ITS AFFILIATES BE LIABLE TO THE LICENSEE AND ITS CUSTOMERS FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, LOSS OF BARGAIN OR OPPORTUNITY,

PROFESSIONAL FEES OR EXPENSES, BUSINESS INTERRUPTION, LOST REVENUES OR SALES, DAMAGE TO PRODUCT OR EQUIPMENT OR TO FACILITIES, COSTS OF SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, REWORK CHARGES, COSTS ASSOCIATED WITH DOWN TIME, LOSS OF GOODWILL, LOSS OF DATA OR FOR ANY DAMAGES COSTS OR EXPENSES ASSOCIATED WITH WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER OR NOT SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS LLA – EVEN IF LICENSEE HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. ST AND ITS AFFILIATES AGGREGATE AND CUMULATIVE LIABILITY TOWARDS LICENSEE UNDER THIS LLA SHALL NOT EXCEED 100 USD (ONE HUNDRED USD). THE LIMITATIONS SET FORTH ABOVE IN THIS ARTICLE 8 SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION

This LLA shall be valid for an initial period of one year from acceptance by You of this LLA, Thereafter, it shall automatically renew for an unlimited period of time until terminated by either ST or Licensee upon one (1) month prior written notice to the other. Notwithstanding the foregoing, Licensee may terminate this LLA at any time by destroying all Licensed Materials, Documentation and other Confidential Information or by returning those to ST. ST may terminate this LLA at any time if (i) You fail to comply with the terms and conditions of this LLA, or (ii) You file litigation against ST or its Affiliates, (iii) ST or its Affiliates receive notice of any claim, suit or proceeding that alleges that the Licensed Materials or your use of the Licensed Materials infringes any third-party intellectual property rights or (iv) to the extent permitted by laws, a voluntary or involuntary petition in bankruptcy or winding up is filed against Licensee, any proceedings in insolvency or bankruptcy are instituted against Licensee, a trustee or receiver is appointed over Licensee, or any assignment is made for the benefit of creditors of Licensee. Upon termination, You shall delete, destroy, or return to ST all Licensed Materials in your possession and You shall stop using the Licensed Materials for any purpose whatsoever. The rights and obligations under Articles from 2 to 11 will survive the termination or expiration of this LLA.

10. MISCELLANEOUS

If a court or agency of competent jurisdiction holds any term of this LLA invalid, illegal, or unenforceable for any reason, the remainder of this LLA shall be valid and enforceable and You and ST shall discuss in good faith a substitute, valid, enforceable provision which most nearly effects the parties intent in entering into this LLA.

The failure by ST to enforce any provisions of this LLA or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

No agency, joint venture, partnership or other business organization shall be created or be construed as being created by reason of this LLA. You will not have the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of ST and its Affiliates or bind ST and its Affiliates in any respect whatsoever. You and ST are independent parties. Nothing in this LLA shall be construed as making You an employee, agent or legal representative of ST.

This LLA contains the entire and sole agreement between You and ST on the subject matter of this LLA, and supersedes all representations, undertakings and agreements previously made between You and ST and/or its Affiliates and shall prevail over the terms and conditions set forth in any document from You with respect to the subject matter of this LLA. Any amendment to this LLA shall be agreed in writing and be duly signed by You and ST or signed or agreed solely by You on the format proposed by ST and shall make reference to this LLA.

11. APPLICABLE LAW

This LLA is governed by the laws of Switzerland, without regard to its conflict of law rules. All disputes or questions arising out of or in connection with this LLA shall be finally settled by the competent courts of

Geneva, Switzerland. Notwithstanding the aforesaid, nothing in this LLA shall prevent ST from seeking any interim or final injunctive or equitable relief by a court of competent jurisdiction.

Revision history

Table 1: Document revision history

Date	Version	Changes
11-Nov-2015	1	Initial release.