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LICENSE

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The Source Code and related documentation shall only be used upon the aggregate of the following conditions: i) exclusively by Your employees with a need-to-know for the purpose of this Agreement ii) exclusively on access-controlled, password protected computers located within Your premises as hereinafter defined iii) adopting any other measure that could be reasonably deemed needed in order to protect the Source Code and ST's IP Rights related thereto from any misuse not expressly authorized by this Agreement and against public disclosure. You shall not under any circumstances copy, duplicate or otherwise reproduce the Source Code in any manner, except as reasonably necessary to exercise Your rights hereunder and to make one back-up copy which copy shall be marked as an archival copy and as ST Confidential Information. You will not under any circumstances permit the Source Code in any form or medium (including, but not limited to, hard copy or computer print-out) to be moved from Your premises. You will lock the Source Code of the Software and all copies thereof in a secured storage inside Your premises at all times when the Source Code of the Software is not being used as permitted under this Agreement. You will inform all Your employees who are given access to the Source Code of the foregoing requirements, and You will take all best precautions to ensure and monitor their compliance with such requirements. You agree to promptly notify ST in the event of a violation of any of the foregoing, and to cooperate with ST to take any remedial action appropriate to address the violation. You shall keep accurate records with respect to Your use of the Source Code and upon ST prior written request shall promptly provide to ST the list of its employees that had and have access to the Source Code. In the event ST suspects that the Source Code has been used or distributed in violation of this Agreement ST may, by written notification to You, require certification as to whether and how such unauthorized use or distribution has occurred. You shall promptly cooperate and assist ST in its determination of whether there has been unauthorized use or distribution of the Source Code and will take all the appropriate steps to remedy to any unauthorized use or distribution.

For the purpose of this Agreement, "Source Code" shall mean the part of the Software in human-readable, high-level language form, which when compiled or assembled, becomes the machine-executable code of a software program. All references to Source Code in this Agreement shall include both human readable (listing) and machine readable (source files) forms and all

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tools and documentation needed to build such software, as well as program documentation as it becomes available, including flow charts, programmers' comments and design specifications for such software.

(c) Solely to the extent that you are permitted to distribute the machine executable code under paragraph (a), you are permit to sub-license the machine executable code under a written agreement that includes at least the following terms:

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You may only disclose the Confidential Information to Your regular employees with a need to know the information for evaluation of the Software as permitted under this Agreement and who are under a written obligation to be bound to the nondisclosure terms of this Agreement.

Without limiting the foregoing, You agree that You will exercise at least the same standard of care in protecting the confidentiality of ST's Confidential Information as You do with Your own Confidential Information of a similar nature, but never less than a reasonable standard of care.

The obligations under this section with regard to the Confidential Information shall remain in effect during the term of this Agreement and for five (5) years thereafter.

As used herein, "Confidential Information" means (i) the Software in all forms and formats including without limitation the techniques, algorithms, and processes contained in the Software or any part thereof (including any Source Code in the case in which it is provided by ST), (ii) any information provided by ST to You hereunder that is designated or marked as confidential, restricted, proprietary, or the like, as well as (iii) other information that is provided to or obtained by You and that is valuable to ST and not generally known by the public.

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IN NO EVENT SHALL ST'S LIABILITY ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE EXCEED THE AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS ($100.00).

INDEMNIFICATION

You shall, at Your expense, indemnify ST and its Affiliates against any costs, damages, expenditures, liabilities, and losses suffered by, incurred by or awarded against ST or its Affiliates (including if agreed to in any settlement) resulting from or relating to any claim or action brought by a third party for infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right to the extent resulting from (1) combination of the Software with any other software or device that was not provided to you by ST, (2) modification of the Software other than by ST, or (3) use of the Software in a manner not expressly permitted under this Agreement.

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TERMINATION

ST may terminate this Agreement upon notice if You breach this Agreement. You may terminate this Agreement by destroying all copies of the Software in your possession and ceasing any use of the Software. Upon termination, all terms of this Agreement except rights and licenses granted to You shall survive, and You shall immediately destroy all copies of the Software (including any Source Code in the case in which it is provided by ST) and certify in writing to ST that You have done so.

GENERAL

Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no amendment to the terms of this Agreement will be effective unless in writing and signed by both parties hereto.

Force Majeure. Notwithstanding anything herein to the contrary, ST shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.

Relationship of the Parties. This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither ST nor You will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

Audits. You agree that ST shall have the right upon 10 (ten) days prior notice to enter, at any time, into Your premises in order to verify Your compliance with this Agreement.

Severability. The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court of competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement, and all other provisions shall remain in effect.

Notices. All notices and communications required or permitted under this Agreement will be in writing and will be sent to ST by registered or certified mail, postage prepaid, return receipt requested, with confirmation of delivery. For purposes of notice, ST's address is:

STMicroelectronics International NV

39, Chemin du Champ-des-Filles.

1228, Plan Les Ouates, Geneva, Switzerland.

Attention of: General Manager of the Analog, MEMS & Sensors (AMS) Product Group

Copy (which shall not constitute notice) **to:**

STMicroelectronics International N.V

39, Chemin du Champ-des-Filles

1228, Plan Les Ouates,

Geneva, Switzerland

Attention of: General Counsel

Assignment. You shall not assign, sublicense, or otherwise transfer this Agreement or the license granted to You herein, or any of its rights or obligations under this Agreement, to any party without the prior written consent of ST. For purposes of this provision, acquisition of a majority of ownership of You shall be deemed an assignment of this Agreement.

Data Protection. Insofar as personal data are generated during the use and access to the Software, You shall be responsible for ensuring that such personal data has been collected, stored and processed in accordance with applicable data privacy laws. ST shall collect process and use Your employees' personal data only to the extent necessary for the provision of the right for You to use and access the Software pursuant to this Agreement and in accordance with applicable data privacy laws.

COMPLIANCE

You agree to use the Software only in compliance with all applicable laws, statutes, ordinances, regulations and obligations. Specifically but without limiting the generality of the foregoing, You acknowledge that the Software could be subject to export controls and You agree to enquire about any such possible export controls with the competent authorities prior to exporting or re-exporting the Software, comply with any applicable export control law or regulation including but not limited to the respective export regulations of Europe and the US, and to obtain any necessary export license or other documentation prior to exportation or re-exportation of the Software.

You shall be responsible for the due and proper compliance with the terms and conditions of this Agreement by Your customers.

GOVERNING LAW - JURISDICTION

This Agreement 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 Agreement shall be exclusively settled by the competent courts located in the Canton of Geneva, Switzerland. Notwithstanding the aforesaid, You agree that any breach of this Agreement may cause ST substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, ST shall have the right to seek any interim or final injunctive or equitable relief from any court of competent jurisdiction.

Revision history

Table 1. Document revision history

Date	Version	Changes
21-Jan-2021	1	Initial release