

## Terms & Conditions Governing ST Developers Conference 2016

**1. DEFINITIONS.** "Event" means the specific conference identified on the front hereof. "Hall" means the facility in which the Event is conducted. "Organizer" means STMicroelectronics, Inc., together with each of its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Sponsor" means the applicant identified on the front hereof, together with each of its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, as applicable. "Agreement" means these Terms and Conditions, along with the Sponsorship Agreement to which they are attached, the terms of which are incorporated by reference herein as though set forth in full.

**2. LIMITATION OF LIABILITY.** By submitting a sponsorship application for the Event, Sponsor releases Organizer, the Hall, and their respective affiliates, representatives, employees and agents from any and all liability for, any damage, loss, harm or injury to the person or any property of Sponsor or any of its officers, directors, employees, agents, representatives or invitees resulting from, or arising out of submission of an application and/or sponsorship of the Event (including the negligence of Organizer or the Hall, or its affiliates, representatives, employees and agents, or the negligence of any other person present at the Event, or from theft, fire, water, accident or any other cause). In no event shall Organizer or the Hall, or any of their respective affiliates, representatives, employees or agents, be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement, whether or not apprised of the possibility of any such damages. The liability of Organizer and its affiliates, representatives, employees and agents and Sponsor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Organizer hereunder. Sponsor agrees that Organizer will not be liable in the event of any errors or omissions in any materials provided by Organizer. Sponsor acknowledges and agrees that Organizer makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

**3. BROADCASTS; COPYRIGHTED MATERIALS.** No visual or audio recording or transmission will be made of the Event without Organizer's prior written consent. Sponsor shall not violate any copyrights with respect to writings, music or other materials used by it at the Event or at any function which is part of, affiliated with, or held in conjunction with, the Event.

**4. PROMOTIONAL MATTERS; ELECTRONIC MESSAGES; RELEASE.** Sponsor hereby grants Organizer a fully-paid, perpetual, non-exclusive worldwide license to use, display and reproduce Sponsor's name, trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images in any directory (any media) of Event Sponsors and to use same in Event promotional materials. By providing Organizer with its e-mail address(es), Sponsor hereby consents to receiving unsolicited commercial e-mail messages from Organizer, its affiliates, partners and assigns, and third parties licensed to send such messages to Sponsor by any of the foregoing. Sponsor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Sponsor agrees to execute or obtain any additional releases from individuals authorized to represent Sponsor at the Event, in connection with such activity, as necessary to give effect to this provision. Sponsor hereby releases Organizer and Organizer's designees from and waives all claims it has or may have, now or in the future, in connection with all activities contemplated by this paragraph 4, and waives any statutory restriction on waivers of future claims or moral rights.

**5. INDEMNIFICATIONS; INSURANCE.** Sponsor agrees to indemnify, defend and hold harmless Organizer and the Hall, and their respective officers, directors, employees, agents and representatives, from any and all claims, demands, suits, liability, damage, loss, cost, attorneys' fees and expenses of whatever kind or nature which might arise out of Sponsor's participation in the Event, or any action or failure to act of Sponsor or any of its officers, directors, employees, agents or representatives (including claims of damage or loss to property or harm or injury to a person or persons). Sponsor agrees to maintain adequate insurance to fully protect Organizer and its affiliates, co-sponsors, service contractors and the Hall from any and all claims, arising from Sponsor's activities. This coverage must be evidenced by a certificate of insurance, naming Organizer, the Event and the Hall as additional insureds. Sponsor understands that neither Organizer nor the Hall maintains insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. Sponsor is responsible for any and all damages caused by Sponsor or Sponsor's agents, employees or guests.

**6. TAXES AND LICENSES.** Sponsor shall be responsible for obtaining any licenses, permits or approvals required under Federal, state or local law applicable to its activity at the Event. Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Event.

**7. CHANGE OF SPACE/RATES; EVENT LOCATION AND DATES.** Organizer may rename or relocate the Event or change the dates on which it is held, without the consent of Sponsor. In such event, no refund will be due Sponsor, and Organizer will adjust the sponsorship rights afforded hereunder as it reasonably determines, and Sponsor agrees to accept such adjusted rights under the terms of this Agreement.

**8. TERMINATION OF AGREEMENT.** Organizer reserves the right to terminate this Agreement immediately upon written notice if Sponsor breaches any of the representations, warranties, covenants, terms or conditions set forth herein, including the failure to make any payment when due.

**9. CANCELLATION OF EVENT.** Organizer may cancel all or part of the Event or reduce the amount of space allocated to the Event for any reason in its sole discretion and for acts beyond its control (e.g., acts of God, war, government regulation or advisory, acts and/or threats of terrorism, civil disorder, fire, flood, explosion, earthquake, disasters, accidents or other calamity or casualty, labor dispute, strikes or threats of strikes, and curtailment of transportation facilities). If the Event is canceled by Organizer in its entirety, this Agreement shall terminate and Organizer shall refund to Sponsor no more than a prorated amount of the aggregate exhibit fees received after deducting expenses incurred and to be incurred by Organizer, plus reasonable compensation to Organizer (but in no case shall the amount of the refund exceed the amount of the sponsorship fee paid) in full satisfaction of all liabilities of Organizer to Sponsor. Refunds shall not be made for partial cancellations or reductions in the size or scope of the Event. If Sponsor cancels this Agreement prior to any cancellation of the Event by Organizer, it shall not be entitled to any refund pursuant to this paragraph.

**10. CANCELLATION BY SPONSOR.** If Sponsor desires to cancel this Agreement, Sponsor may do so by giving written notice thereof to Organizer, which notice to be effective upon Organizer's receipt thereof. Sponsor shall be liable for 100% of its sponsorship fee.

**11. ASSIGNMENT.** Organizer may assign this Agreement without the prior written consent of Sponsor, and any such assignee shall become "Organizer" for all purposes hereunder and shall acquire all of rights and obligations of Organizer hereunder. Sponsor cannot assign this Agreement, in whole or in part, without the prior written approval of Organizer.

**12. APPLICABLE LAW AND VENUE; COSTS.** This Agreement shall be governed by New York law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in the borough of Manhattan, New York City, New York, and the parties submit to the exclusive jurisdiction of any such court.

**13. SEVERABILITY.** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**14. COSTS, EXPENSES AND ATTORNEYS' FEES.** If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

**15. RESERVATION OF RIGHT.** Organizer reserves the right to take any action that is reasonably necessary, in the sole judgment of Organizer, for the protection of the Event, the participant (including but not limited to sponsors), and/or attendees.

**16. ENTIRE AGREEMENT.** This Agreement, when executed by Sponsor, shall constitute a valid and binding contract, and contains the entire agreement of the parties concerning the subject matter hereof. This Agreement may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged. The rights of Organizer hereunder shall not be waived except in a writing signed by a duly authorized officer of Organizer. This Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement does not constitute a partnership or joint venture or principal agent relationship between the parties. The interpretation of the provisions of this Agreement is reserved solely to Organizer, whose interpretations shall be final, binding and conclusive in all respects.

SPONSOR'S AUTHORIZED SIGNATORY INITIALS: