

## **STMicroelectronics**

### **EVALUATION BOARD TERMS OF USE**

By using this evaluation board or kit (together with all related software, firmware, components, and documentation provided by ST, "Evaluation Board"), You ("You") are agreeing to be bound by the terms and conditions of this Evaluation Board Terms of Use ("Agreement"). Do not use the Evaluation Board until You have read and agreed to this Agreement. Your use of the Evaluation Board constitutes Your acceptance of this Agreement.

#### **OWNERSHIP AND COPYRIGHT**

Title to the design of Evaluation Board and all related intellectual property rights worldwide remains with ST and/or its licensors. You may not remove any copyright or other proprietary rights notices on the Evaluation Board without prior written authorization from ST.

You agree to prevent any unauthorized copying in whole or in part of the Evaluation Board.

#### **RESTRICTIONS AND WARNINGS**

The Evaluation Board offers limited features and is conceived to be used only to evaluate and test ST products in a research and development setting.

The Evaluation Board is not intended for consumer or household use.

The Evaluation Board shall not be, in any case, directly or indirectly assembled as a part in any production of Yours as it is solely developed to serve evaluation and testing purposes and has no direct function and is not a finished product.

If the Evaluation Board is incorporated in an evaluation system, the evaluation system may be used by You solely for Your evaluation and testing purposes. Such evaluation system may not be offered for sale or lease or sold, leased or otherwise distributed for commercial purposes and must be accompanied by a conspicuous notice as follows: "This device is not, and may not be, offered for sale or lease, or sold or leased or otherwise distributed for commercial purposes".

Before You handle or use the Evaluation Board, You must carefully review any related documentation provided by ST. Such documentation may contain important warnings. You shall comply with all such warnings and other instructions and employ reasonable safety precautions in using the Evaluation Board. Failure to do so may result in death, personal injury, or property damage. If You have any questions regarding the safe usage of the Evaluation Board, You should contact ST for guidance.

You shall not sell, assign, sublicense, lease, rent or otherwise distribute the Evaluation Board for commercial purposes, in whole or in part, or use Evaluation Board in a production system.

Except as provided in this Agreement or as explicitly permitted in the documentation of the Evaluation Board, You may not reproduce the Evaluation Board or modify, reverse engineer, de-compile or disassemble its software and/or firmware, in whole or in part.

You shall not use the Evaluation Board in any safety critical or functional safety testing, including but not limited to testing of life supporting, military or nuclear applications. ST expressly disclaims any responsibility for such usage which shall be made at Your sole risk, even if ST has been informed in writing of such usage. Unless expressly designated in writing by ST as suitable for use in testing automotive or aerospace applications, You shall not use the Evaluation Board in such testing.

Any software and/or firmware in the Evaluation Board shall not be subject to the terms and conditions set forth herein but rather shall be subject to a separate end user license agreement ("EULA") that accompany such software and/or firmware. You may make one copy of the software and/or firmware in the Evaluation Board only for back up or archival purposes provided that You reproduce and apply to such copy any copyright or other proprietary rights notices included on or embedded in the software and/or firmware.

#### **COMPLIANCE WITH EU DIRECTIVES AND REGULATIONS**

ST and the Evaluation Board are in compliance with all applicable European Union directives and regulations. Applicable EU legislation and ST's compliance with them may be provided upon request.

#### **WARRANTY**

ST WARRANTS THAT IT HAS THE RIGHT TO PROVIDE THE EVALUATION BOARD TO YOU. THIS WARRANTY IS PROVIDED BY ST IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR UNINTERRUPTED OR ERROR-FREE OPERATION, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE EVALUATION BOARD IS PROVIDED "AS IS".

YOU WARRANT TO ST THAT THE EVALUATION BOARD WILL BE USED ONLY BY ELECTRONICS EXPERTS WHO UNDERSTAND THE DANGERS OF HANDLING AND USING ELECTRICAL MECHANICAL COMPONENTS, SYSTEMS, AND SUBSYSTEMS. YOU ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY IMPROPER OR UNSAFE HANDLING OR USE OF THE EVALUATION BOARD BY YOU, YOUR EMPLOYEES, AFFILIATES, CONTRACTORS, AND DESIGNEES.

#### **LIMITATION OF LIABILITIES**

IN NO EVENT SHALL ST BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER ST HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT SHALL ST'S

LIABILITY ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE EXCEED THE HIGHER OF THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT FOR THE PURCHASE OF THE EVALUATION BOARD, OR TEN UNITED STATES DOLLARS (\$10.00).

#### **INDEMNIFICATION**

You will defend, indemnify and hold ST and its Affiliates, its licensors and their representatives harmless from and against any and all claims, damages, losses, expenses, costs and liabilities arising out of or in connection with any handling or use of the Evaluation Board that is not in accordance with these terms.

You shall, at Your expense, defend ST and its Affiliates against a claim or action brought by a third party for infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of a third party to the extent resulting from (1) Your combination of the Evaluation Board with any other component, system, software, or firmware, (2) Your modification of the Evaluation Board, or (3) Your use of the Evaluation Board in a manner not permitted under this Agreement. You shall indemnify ST and its Affiliates against and pay any resulting costs and damages finally awarded against ST or its Affiliates or agreed to in any settlement, provided that You have sole control of the defense and settlement of the claim or action, and ST cooperates in the defense and furnishes all related evidence under its control at Your expense. ST will be entitled to participate in the defense of such claim or action and to employ counsel at its own expense.

"Affiliates" means any corporation or other entity directly or indirectly controlled by, controlling or under common control with the entity in question, for so long as such ownership exists. "Control" means the direct or indirect beneficial ownership of more than fifty (50%) percent of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body. Any such corporation or other legal entity shall be deemed to be an Affiliate of such entity only as long as such Control exists.

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

This Agreement shall be governed, construed and enforced in accordance with the laws of Switzerland, without regard to its conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Courts of Geneva, Switzerland. Any breach of this Agreement by You may result in irreparable damage to ST for which ST will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, You acknowledge and agree that ST may immediately seek enforcement of this Agreement in any jurisdiction by means of specific performance or injunction, without any requirement to post a bond or other security.

#### **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. In addition, any unenforceable or invalid provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the unenforceable or invalid provision.

#### **WAIVER**

The waiver by either You or ST of any breach of 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.

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

Nothing in this Agreement shall create, or be deemed to create, any joint venture, partnership, principal-agent, employer-employee or other relationship between You and ST, except that of independent contractors. Neither You nor ST 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.

#### **SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination of this Agreement shall survive the termination of this Agreement.

#### **WASTE AND RECYCLING**

**The Evaluation Board is not to be disposed as an urban waste. At the end of its life cycle, differentiated waste collection must be followed.** In the countries belonging to the European Union, the Evaluation Board is subject to differentiated recycling at the end of its life cycle; therefore, it may be forbidden to dispose the Evaluation Board as an undifferentiated waste or with other domestic wastes. Consult the local authorities for more information on the proper disposal channels and recycling centers.

Disposing incorrectly the Evaluation Board may cause damage to the environment and it may be subject to fines based on specific countries' rules.