SLA0077
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TERMINATION

This Agreement shall be effective as of the moment in which You accept this terms and conditions and shall terminate 10 (ten) years thereafter. ST may terminate this Agreement: a) 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 upon occurrence of such breach b) upon 60 days prior notice to You. Upon termination, You will immediately destroy or return all copies of the Licensed Software and related documentation to ST. After termination, You will be entitled to use the Licensed Software used into Products that include ST Device manufactured by or for ST, purchased by You before the date of the termination.

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You agree not to use the Licensed Software in violation of any applicable law, statute, ordinance or other regulation or any obligation and to procure any information that may be needed for such a purpose. You agree to comply with all applicable laws and regulations affecting the use of the Licensed Software. Specifically but without limiting the generality of the foregoing, You acknowledges that the Licensed Software and/or some of its possible usage could be subject to export controls restrictions and/or personal data law protection and You agree to enquire about any such possible export controls restrictions or data protection restriction law and regulation with the competent authorities, comply with

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Any dispute arising out of or in connection with this Agreement shall be exclusively settled by the Courts of Geneva, Switzerland.. Notwithstanding the aforesaid, nothing in this Agreement shall prevent ST from seeking any interim or final injunctive or equitable relief by a court of competent jurisdiction.

SEVERABILITY

If any provision of this agreement or any part thereof is or becomes, at any time or for any reason, unenforceable or invalid, no the remaining part of any 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 or parts thereof had not been inserted in this Agreement.

ENTIRE AGREEMENT

The terms and conditions contained herein constitute the entire agreement between You and ST and shall supersede all previous communications either oral or written, between You and ST with respect to the subject matter hereof. No oral explanation or oral information by You, ST and its Affiliates hereto shall alter the meaning or interpretation of this Agreement. This Agreement may not be modified or any right of You or ST waived, except by means of an amendment which expressly references this Agreement and is duly executed by duly authorised representatives of You, ST and its Affiliates.

WAIVER

The waiver by either party of any breach of any provisions 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 (which shall not be unreasonably withheld). 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. Notwithstanding the foregoing, ST may assign this Agreement as well as its rights and obligations in whole or in part to any of its Affiliates as well as to any person or entity, in connection with any transfer of any ST business or part of business to which this Agreement pertains, by merger, consolidation, reorganization or otherwise.

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
22-May-2017	1	Initial release.
29-May-2017	2	Minor text changes.