SOFTWARE LICENSE AGREEMENT ("Agreement")

The Licensed Software as defined below may contain various software that are subject to different license agreements. The terms and conditions of those license agreements are available below, as well as in the header files and documentation file accompanying this delivery.

(i) SUBJECT TO THE PROVISIONS HERE BELOW FOR THE LICENSED SOFTWARE PROVIDED IN SOURCE AND IN OBJECT CODE : THE TERMS OF ST SOFTWARE LICENSE AGREEMENT (REPRODUCED BELOW) SHALL APPLY;

(ii) FOR THE LICENSED SOFTWARE OR ANY PART THEREOF WHICH CONTAINS OPEN SOURCE SOFTWARE: THE APPLICABLE OPEN SOURCE TERMS SHALL APPLY. OPEN SOURCE TERMS MEANS ANY 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. SUCH OPEN SOURCE SOFTWARE IS NOT SUBJECT TO THE TERMS OF THIS AGREEMENT TO THE EXTENT THE TERMS OF THIS AGREEMENT ARE IN CONFLICT WITH SUCH APPLICABLE OPEN SOURCE TERMS. EXCEPT FOR OPEN SOURCE SOFTWARE, YOU HAVE NO RIGHTS UNDER THIS AGREEMENT TO, AND MAY NOT UNDER ANY CIRCUMSTANCES USE THE SOFTWARE OR ANY PARTS THEREOF TO MAKE THEM SUBJECT TO ANY OPEN SOURCE TERMS. THESE ACTIONS INCLUDE BUT ARE NOT LIMITED TO COMBINING THE SOFTWARE BY MEANS OF INCORPORATION OR LINKING OR OTHERWISE;

(iii) THE LICENSED SOFTWARE OR ANY PARTS THEREOF MAY (I) REQUIRE LICENSES FROM THIRD PARTIES CLAIMING INTELLECTUAL PROPERTY RIGHTS COVERING USE OR IMPLEMENTATION OF THE LICENSED SOFTWARE 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 ARE RESPONSIBLE FOR OBTAINING ANY SUCH LICENSE WHICH MAY BE NEEDED, AND NO SUCH LICENSE IS PROVIDED BY ST OR ITS AFFILIATES TO YOU .SUCH THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ARE NOT SUBJECT TO THE TERMS OF THIS AGREEMENT TO THE EXTENT THE TERMS OF THIS AGREEMENT ARE IN CONFLICT WITH SUCH APPLICABLE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY INSTALLING, COPYING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE IN THIS DELIVERY, YOU ACKNOWLEDGE THAT YOU HAVE READ THE VARIOUS LICENSE AGREEMENTS APPLICABLE TO EACH SOFTWARE IN THIS DELIVERY AND YOU AGREE TO BE BOUND BY THE TERMS OF THOSE LICENSES. IF YOU DO NOT AGREE WITH ANY CONDITION OF THOSE LICENSES, DO NOT INSTALL, DOWNLOAD, ACCESS OR USE THE SOFTWARE IN THIS DELIVERY.

ST SOFTWARE LICENSE

By using this Licensed Software, You are agreeing to be bound by the terms and conditions of this Agreement. Do not use the Licensed Software until You have read and agreed to the following terms and conditions and with the other terms and conditions that may apply according with (ii) and (iii) here above. The use of the Licensed Software implies automatically the acceptance of the following terms and conditions.

DEFINITIONS

Affiliates: means 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.

Compiled Code: means a machine-executable code in binary format.

IP Rights: means all patents, patent applications, including with respect to patents, any patent rights granted upon any reissue, division, continuation or continuation-in-part applications now or hereafter filed, utility models issued or pending, registered and unregistered design rights, copyrights (including the copyright on software in any code), semiconductor mask works, trade secrets, know-how, and other similar statutory intellectual property or industrial rights, as well as applications for any such rights.

Feedback: means any recommendations, suggestions, comments and corrections, including but not limited to code enhancement, code modifications or bug fixes, related to the Licensed Software and any elements and parts thereof.

Licensed Field: means all markets and applications worldwide, excluding: (i) life supporting devices or systems, (ii) automotive safety, nuclear, military and aerospace markets and applications, (iii) open-source applications in case the Licensed Software is not already contaminated by ST.

Licensed Software: means the enclosed SOFTWARE/FIRMWARE, EXAMPLES, PROJECT TEMPLATE and all the related documentation and design tools licensed and delivered in the form of object and/or source code as the case may be.

Product: means Your and Your end-users' product or system, and all the related documentation, that includes or incorporates the Licensed Software in Compiled Code and the ST Device and provided further that such Licensed Software or derivative works of the Licensed Software execute solely and exclusively on ST Device.

ST Device: means the combination of: a) one ST microcontroller and b) one ST integrated circuit chosen by You provided that a) and b) are manufactured and sold by or for ST.

LICENSE

STMicroelectronics International NV a Dutch company with headquarter at 39, Chemin du Champ des filles, 1228 Plan-les-Oates Geneva ("ST") grants to You under IP Rights owned by ST and its Affiliates or under which ST and its Affiliates has the right to grant a license a non-exclusive, worldwide, non-transferable (whether by assignment or otherwise unless expressly authorized by ST) non sub-licensable, revocable, royalty-free limited license to use the Licensed Software to:

(i) make copies, prepare derivative works of the source code version of the Licensed Software for the sole and exclusive purpose of developing versions of such Licensed Software only for use within the Product exclusively in Compiled Code;

(ii) make copies, prepare derivative works of the object code versions of the Licensed Software for the sole purpose of designing, developing and manufacturing the Products;

(iii) make copies, prepare derivative works of the documentation part of the Licensed Software (including non-confidential comments from source code files if applicable), for the sole purpose of providing documentation for the Product and its usage;

(iv) make, have made, use, sell, offer to sell, import and export or otherwise distribute Products also through multiple tiers.

OWNERSHIP AND COPYRIGHT

Title to the Licensed Software, related documentation and all copies thereof remain with ST and/or its licensors. You may not remove the copyrights notices from the Licensed Software and to any copies of the Licensed Software. You agree to prevent any unauthorized copying of the Licensed Software and related documentation. You grants to ST and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty free, fully paid up, sub-licensable and transferable license to use, copy, modify and distribute any Feedback You may have.

You agree that no press releases or announcements or any marketing, advertising or other promotional materials related to this Agreement or referencing or implying ST or its trade names, trademarks, or service marks can be released without ST prior written approval.

RESTRICTIONS

Unless otherwise explicitly stated in this Agreement, You may not sell, assign, sublicense, lease, rent or otherwise distribute the Licensed Software for commercial purposes, in whole or in part. You acknowledge and agree that any use, adaptation, translation or transcription of the Licensed Software or any portion or derivative thereof, for use with (i) product that does not include ST Device and/or (ii) with device, having similar functionalities to ST Devices, manufactured by or for an entity other than ST, is a material breach of this Agreement and requires a separate license from ST. No source code relating to and/or based upon Licensed Software is to be made available or sub-licensed by You unless expressly permitted under the Section "License". You acknowledge and agree that the protection of the source code of the Licensed Software warrants the imposition of reasonable security precautions. In the event ST demonstrates to You a reasonable belief that the source code of the Licensed Software has been used or distributed in violation of this Agreement, ST may, by written notification, request certification as to whether such unauthorized use or distribution has occurred. You shall cooperate and assist ST in its determination of whether there has been unauthorized use or distribution of the source code of the Licensed Software and will take appropriate steps to remedy any unauthorized use or distribution.

NO WARRANTY

TO THE EXTENT PERMITTED BY THE LAWS, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND EXPRESSED OR IMPLIED AND ST AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING BUT NOT

LIMITED TO , WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTIES INTELLECTUAL PROPERTY RIGHTS.

IN PARTICULAR: A) ST DOES NOT WARRANT THAT THE USE IN WHOLE OR IN PART OF THE LICENSED SOFTWARE WILL BE INTERRUPTED OR ERROR FREE, WILL MEET YOUR REQUIREMENTS, OR WILL OPERATE WITH THE COMBINATION OF HARDWARE AND SOFTWARE SELECTED BY YOU. YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE LICENSED SOFTWARE WILL BE SUITABLE FOR YOUR INTENDED USE OR APPLICATION OR WILL ACHIEVE YOUR INTENDED RESULTS. ST WILL NOT BE LIABLE TO YOU AND/OR TO ANY THIRD PARTY FOR THE DERIVATIVE WORKS OF THE LICENSED SOFTWARE DEVELOPED BY YOU. ST HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY FOR THE LICENSED SOFTWARE, AND ANY TECHNICAL, APPLICATIONS OR DESIGN INFORMATION OR ADVICE, QUALITY CHARACTERIZATION, RELIABILITY DATA OR OTHER SERVICES PROVIDED BY ST SHALL NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY ST OR ALTER THIS DISCLAIMER OR WARRANTY, AND IN NO ADDITIONAL OBLIGATIONS OR LIABILITIES SHALL ARISE FROM ST'S PROVIDING SUCH INFORMATION OR SERVICES. ST DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS LICENSED SOFTWARE.

B) NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS:

(i) A WARRANTY OR REPRESENTATION BY ST TO MAINTAIN PRODUCTION OF ANY ST DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED SOFTWARE MAY BE USED OR TO OTHERWISE MAINTAIN OR SUPPORT THE LICENSED SOFTWARE IN ANY MANNER; AND

(ii) A COMMITMENT FROM ST AND/OR ITS LICENSORS TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT OF ANY OF THE RIGHTS LICENSED HEREBY, OR CONFERRING ANY RIGHTS TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT. HOWEVER, ST HAS THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON RECEIVING NOTICE OF ANY CLAIM, SUIT OR PROCEEDING THAT ALLEGES THAT THE LICENSED SOFTWARE OR YOUR USE OR DISTRIBUTION OF THE LICENSED SOFTWARE INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITIES AND INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE LAW IN NO EVENT ST , ITS AFFILIATES, ITS LICENSORS AND SUBCONTRACTORS INCLUDING THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM ("ST PARTIES") SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY THAT YOU MAY BIND TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE DAMAGES OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO, THE COST OF LABOUR, RE-QUALIFICATION, DELAY, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR THE LIKE) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, RELATING TO OR IN CONNECTION WITH THE LICENSED SOFTWARE, THE DOCUMENTATION OR THIS AGREEMENT, EVEN IF ST PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ST'S LIABILITY TO YOU OR ANY THIRD PARTY THAT YOU MAY BIND TO THIS AGREEMENT, UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM OR IN CONNECTION WITH THE LICENSED SOFTWARE AND/OR ANY PART THEREOF AND THE USE OF THEM) FOR ANY CAUSE OF ACTION EXCEED IN THE AGGREGATE 100 US$. THIS SECTION DOES NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

YOU AGREE TO INDEMNIFY ST PARTIES FOR ANY DAMAGE OR LOSS THAT ANY AND ALL OF THE ST PARTIES MAY SUFFER BECAUSE OF ANY THIRD PARTIES CLAIM THAT MAY ARISE FROM OR THAT IS IN CONNECTION WITH THE USE YOU HAVE MADE OF THE LICENSED SOFTWARE.

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.

COMPLIANCE

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 any applicable export control and personal data protection law or regulation including but not limited to the European export and personal data regulations and US similar regulations, and to obtain any necessary export license, authorizations or other documentations prior to the exportation or re-exportation of the Licensed Software and/or prior to apply the usage concerned. You shall promptly procure and shall deliver to ST any declaration and/or certificate that ST may reasonably require in order to be compliant with any export control law and regulation. It is also understood that ST is entitled to refuse the delivery of the Licensed Software in case ST should reasonably suspect that such delivery or the usage by You is in breach of any applicable export control law and regulation or any other applicable law.

APPLICABLE LAW AND JURISDICTION

This Agreement shall be construed, governed and enforced in accordance with the law of Switzerland without regards to its conflict of law provisions. For sake of clarity the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply.

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-Feb-2018	1	Initial release