

## **DEMO PRODUCT LICENSE AGREEMENT**

**By using this Demonstration Product, You are agreeing to be bound by the terms and conditions of this agreement. Do not use this Demonstration Product until You have read and agreed to the following terms and conditions. The use of the Demonstration Product implies automatically the acceptance of the following terms and conditions.**

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**You warrant to ST that the Demo Product will be used and managed solely and exclusively in a laboratory by skilled professional employees of Yours with proven expertise in the use and management of such products and that the Demo Product shall be used and managed according to the terms and conditions set forth in the related documentation provided with the Demo Product.**

**According to European Semiconductor Industry Association (ESIA) letter, "ESIA Response on WEEE Review (May 2008) of the Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE)"; Semiconductor products and evaluation & demonstration boards are not in the scope of the Directive 2002/96/EC of the European Parliament and of the Council on waste electrical and electronic equipment (WEEE). Consequently aforementioned products do not have to be registered nor are they subject to the subsequent obligations.**

**NO WARRANTY.** The Demo Product is provided "as is" and "with all faults" without warranty of any kind expressed or implied. ST and its licensors expressly disclaim all warranties, expressed, implied or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights. ST does not warrant that the use in whole or in part of the Demo Product 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 Demo Product will be suitable for your intended use or application or will achieve your intended results.

ST shall not have any liability in case of damages, losses, claims or actions anyhow caused from combination of the Demo Product with another product, board, software or device.

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All other warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

**LIMITATION OF LIABILITIES.** In no event ST or its licensors shall be liable to You or any third party 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 Demo Product, the documentation or this Agreement, even if ST has been advised of the possibility of such damages.

In no event shall ST's aggregate liability to You or any third party under this agreement for any cause action, whether based on contract, tort, or any other legal theory, relating to or in

connection with the Demo Product, the documentation or this agreement shall exceed the purchase price paid for the Demo Product if any.

**TERMINATION.** ST may terminate this license at any time if You are in breach of any of its terms and conditions. Upon termination, You will immediately destroy or return all copies of the demo software and documentation to ST.

**APPLICABLE LAW AND JURISDICTION.** In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Courts of Geneva, Switzerland. The applicable law shall be the law of Switzerland. The UN Convention on contracts for the International Sales of Goods shall not apply to these General Terms and Conditions of Sale.

**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.

**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.

**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.

**RECYCLING.** The Demo Product is not to be disposed as an urban waste. At the end of its life cycle, differentiated waste collection must be followed, as stated in the directive 2002/96/EC.

In all the countries belonging to the European Union (EU Dir. 2002/96/EC) and those following differentiated recycling, the Demo Product is subject to differentiated recycling at the end of its life cycle, therefore:

It is forbidden to dispose the Demo Product as an undifferentiated waste or with other domestic wastes. Consult the local authorities for more information on the proper disposal channels.

It is mandatory to sort the demo product and deliver it to the appropriate collection centers, or, when possible, return the demo product to the seller.

An incorrect Demo Product disposal may cause damage to the environment and is punished by the law.