



ST GITHUB COLLABORATIVE PLATFORM

Terms of Use

Version 1 – September 17, 2021

THESE TERMS OF USE APPLY TO YOU IF YOU ARE NOT AN ST's EMPLOYEE.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ST GITHUB COLLABORATIVE PLATFORM. BY ACCESSING AND USING ST GITHUB COLLABORATIVE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ANY TERMS AND CONDITIONS REFERENCED HEREIN AND THAT ALL SUCH TERMS SHALL BE DEEMED ACCEPTED BY YOU.

IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU SHALL NOT USE ST GITHUB COLLABORATIVE PLATFORM OR ANY CONTENTS THERE HOSTED, AND YOU SHALL EXIT ST GITHUB COLLABORATIVE PLATFORM FOLLOWING THE STANDARD GITHUB EXIT PROCESS.

STMicroelectronics ("ST") reserves the right to make any change to ST GitHub Collaborative Platform and to these Terms of Use at any time without prior notice. The current version of these Terms of Use is available in each ST GitHub Collaborative Platform.

Definitions

"GitHub" means the website located at github.com, owned by GitHub Inc.

"ST GitHub Organizations" means the workspaces hosted within the ST GitHub Enterprise subscription and used by ST to setup and manage multiple GitHub Private Repositories to serve as private collaboration areas between ST and its authorized partners.

"GitHub User Account" means the account provided by GitHub to an individual.

"GitHub Private Repository" means a GitHub repository which allows ST to control access to Contents there hosted.

Purpose of ST GitHub Collaborative Platform

The purpose of ST GitHub Collaborative Platform is to provide a managed collaboration space for ST and its authorized partners to exchange and share information, software source code, software packages or libraries, workflow automated actions, text, music, sound, video, photographs, graphics, messages and/or other relevant data ("Contents") within the framework of a specific software development project, or product development project, or any other kind of collaboration for which ST and its partners have entered into a legally binding agreement which includes non-disclosure/confidentiality provisions ("Specific Agreement").

Access and Security

A GitHub User Account is required to access ST GitHub Organizations.

Access to ST GitHub Organizations is subject to compliance with (a) any and all terms and conditions established by GitHub, such as the "GitHub Terms of Service", "GitHub Acceptable Use Policies" and "GitHub Privacy Statement", and (b) these Terms of Use, in this order of precedence.



By accessing and using ST GitHub Collaborative Platform, you also confirm that you are and will remain familiar with GitHub features, capabilities and limitations, and how it can and must be used.

Access to the ST GitHub Collaborative Platform is granted at ST's sole discretion.

ST shall be entitled to restrict, suspend or terminate and disable access right to the ST GitHub Organizations for any reason whatsoever at its sole discretion. Without limiting the generality of the foregoing, ST may in particular (a) refuse to grant you access if you or your employer has not entered into a Specific Agreement with ST and/or (b) terminate and disable your access right once the applicable Specific Agreement has expired or has been terminated for any reason whatsoever. Your permission to access and use ST GitHub Collaborative Platform shall also terminate and shall be automatically disabled if you have breached any of these Terms of Use.

Access to ST GitHub Collaborative Platform can be granted only once the following steps are completed:

1. Execution by your employer of a Specific Agreement with ST, unless otherwise agreed.
2. REGISTRATION. You shall complete the registration form at the ST web site by providing true, accurate, current and complete information and you shall at all times ensure that such information remains true, accurate, current and complete by promptly updating the same as necessary. Should ST believe at any time that such information is untrue, inaccurate, not current or incomplete, ST reserves the right to suspend or terminate and disable your access to ST GitHub Collaborative Platform or seek updated information from you.
3. INVITATION. Upon validation of your registration, ST will invite you to access ST GitHub Collaborative Platform by sending an invitation email to your registered mailbox.
4. AUTHENTICATION. You shall follow the instructions in the invitation email and finalize the authentication steps. This will allow your GitHub User Account to access ST GitHub Collaborative Platform.

You are responsible for any activities in ST GitHub Collaborative Platform occurring under your GitHub User Account, whether performed interactively or not.

You shall not access ST GitHub Collaborative Platform using a public computer or a computer that your employer has not explicitly authorized you to use for your work in connection with the relevant Specific Agreement with ST. You shall immediately notify ST via email at csirt@st.com any unauthorized use of your GitHub User Account in ST GitHub Organizations or any other security incident or anomaly affecting ST GitHub Collaborative Platform that is known or suspected by you.

Contents; Use restrictions.

You may upload or make available on ST GitHub Organizations only contents necessary or useful for the purpose of the relevant Specific Agreement ("Project Content"), provided that the rights you have upon such contents allow you to do so.

You shall not download, use, copy, translate, publish, disclose, modify, create derivative works of, license, transmit or distribute in any way any Project Content or any other contents on ST GitHub Collaborative Platform, except for the sole purpose of, and only as specified in, the relevant Specific Agreement.

You shall not upload, transmit, post, email or otherwise make available on the ST GitHub Collaborative Platform any contents, information or other materials in any format that (i) is false, inaccurate, misleading, fraudulent, unlawful; (ii) contains viruses, worms, Trojan horses, time bombs, Easter eggs, corrupted files or any other similar software or programs designed to interrupt, interfere, intercept, expropriate, destroy

or limit the functionality of any data, information, computer software or hardware or telecommunications equipment, or (iii) does not comply with these Terms of Use. ST reserves the right to refuse or remove from ST GitHub Collaborative Platform any such contents, information or other materials.

Once your permission to access and use ST GitHub Collaborative Platform ceases for any reason, you shall securely erase any Project Content that you might have downloaded from ST GitHub Collaborative Platform and stored elsewhere, except as expressly otherwise agreed in a Specific Agreement.

GitHub Marketplace; Use restrictions.

You shall not use any apps or actions acquired from the GitHub Marketplace (“Developer Products”) unless is expressly part of the Specific Agreement, without ST’s prior written consent, except as expressly otherwise agreed in a Specific Agreement.

Your use of any such Developer Products, even once consented or agreed by ST, remains subject to the applicable terms and conditions established by GitHub and/or any third-party providing such Developer Products on the GitHub Marketplace.

Disclaimer of warranties

ST intends for the Project Content and any other information and materials made available by ST on ST GitHub Collaborative Platform to be accurate and reliable. However, you acknowledge that they may contain technical inaccuracies, typographical errors or other mistakes which ST reserves the right, but has no obligations, to correct at any time.

Furthermore, except as expressly otherwise agreed in a Specific Agreement, ST makes no representation or warranty of any kind, whether express, implied or otherwise, including without limitation any warranty against infringement or any implied warranties of merchantability or fitness for a particular purpose, all of which are expressly disclaimed, and disclaims any liability whatsoever with respect to any Project Content or any other information or materials made available on ST GitHub Organizations and your use of the same.

Limitation of liability

In no event shall ST be liable for any direct, indirect, special, incidental or consequential damages (including without limitation any loss of profits, business, contract, revenue, data) arising out of or in connection with your use, or inability to use ST GitHub Collaborative Platform, Project Content or any other information or materials made available on ST GitHub Collaborative Platform, under any theory of liability (whether in contract, tort or otherwise), even if ST is aware or has been advised of the possibility of such damages.

General

These Terms of Use shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of laws rules. You agree to the exclusive jurisdiction of the competent courts of Geneva canton, Switzerland with respect to any claim or dispute arising out of or related to ST GitHub Collaborative Platform or your use of ST GitHub Collaborative Platform, provided that such exclusivity does not apply to any legal action which may be brought by ST, being understood that ST shall be entitled to seek immediate injunctive relief prohibiting any breach of these Terms of Use and to enforce the terms and provisions of these Terms of Use from any jurisdiction ST deems appropriate to do so.

If you have a concern or a question, please contact us at github.admin@st.com .