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**BACKGROUND:**

STM32Cube.AI Developer Cloud is an STM32Cube software tool package that is part of the STM32 ecosystem partly hosted in the cloud. STM32Cube.AI Developer Cloud offers tools and services to validate Artificial Intelligence (AI) algorithms, to evaluate performance of targeted applications using STM32 microcontrollers and/or microprocessors, and to convert such AI algorithms to software libraries for STM32 microcontrollers and/or microprocessors.

The purpose of this Agreement is to enable you to (i) access and use the STM32Cube.AI Developer Cloud and Licensed Materials, and (ii) receive, use, and distribute the software libraries resulting from the STM32Cube.AI Developer Cloud, including derivatives, as set forth in this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

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“Affiliate” means, in regard to a party to this Agreement, any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with such party, for so long as such ownership exists. For the purposes of the foregoing, “own”, “owned,” or “ownership” means 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.

“Alpha Licensed Software Libraries” means Licensed Software Libraries intended for evaluation and demonstration use only, as indicated by a Software License Agreement Supplement to this Agreement.

“STM32Cube.AI Developer Cloud” means the set of online tools and services provided by ST under this Agreement, partly hosted in the cloud, accessible through an internet-enabled device that you own or control, providing further access to Licensed Materials, including but not limited to Licensed Software Libraries. STM32Cube.AI Developer Cloud includes, without limitation, optimization and validation of Artificial Intelligence (AI) algorithms, benchmarks, and other performance evaluation for STM32 Micro boards. STM32Cube.AI Developer Cloud automatically converts your pre-trained models and/or the included pre-trained models, which may also include Your Inputs, into Licensed Software Libraries targeting application(s) for execution on STM32 Micros in Permitted Products. Additionally, STM32Cube.AI Developer Cloud may (i) train AI algorithms from Your Inputs and pre-process them to generate pre-trained models before converting them into Licensed Software Libraries, and/or (ii) STM32Cube.AI Developer Cloud supports Licensed Software Libraries validation with datasets.

“Documentation” means any comments, annotations, instructions, manuals, guides, and other written materials delivered with the STM32Cube.AI Developer Cloud or the Licensed Materials.

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“Licensed Software Libraries” means (i) the software libraries delivered in the form of object and/or source code as the case may be resulting from the STM32Cube.AI Developer Cloud and (ii) modifications thereof.

“Development Purpose” means the sole purpose of internally performing during the term of this Agreement evaluation, simulation, testing, modification, development and demonstration (but not distribution, license, or other commercialization) of Licensed Software Libraries for execution on one or more STM32 Micros in Permitted Products, during the term of this Agreement.

“Permitted Product” means your or your customer’s product or system, and all the related documentation, that includes or works in combination with an executable version of Licensed Software Libraries (including permitted derivatives), and provided further that such Licensed Software Libraries executes solely and exclusively on STM32 Micros.

“Production Purpose” means the sole purpose of loading and executing the Licensed Software Libraries in object code on one or more STM32 Micros.

“STM32 Micro” means an STM32 microcontroller and/or microprocessor device manufactured by or for ST.

“Your Inputs” means your models, your datasets and your other entries provided to the STM32Cube.AI Developer Cloud as part of the inputs used by the STM32Cube.AI Developer Cloud during its processing.

### 3. LIMITED LICENSE

Subject to the terms and conditions of this Agreement and any applicable Open Source Terms and Third Party Terms, ST hereby grants to you, during the term of this Agreement, under intellectual property rights that are owned and freely licensable by ST, a worldwide, non-exclusive, non-transferable license, without the right to sublicense:

- (i) to access and use internally the STM32Cube.AI Developer Cloud and the Licensed Materials (if the Licensed Software Libraries are provided in source code, this includes the right to modify and compile into object code the Licensed Software Libraries) for the Development Purpose;

- (ii) to use and make a reasonable number of copies of the Documentation provided by ST under this Agreement, to support the Development Purpose;

- (iii) to distribute the Licensed Software Libraries (but not Alpha Licensed Software Libraries) in source code and object code forms for the Production Purpose, subject to written contract (which may be formatted as a click-through contract) obligating such recipient to comply with the Production Purpose and Sections 4, 5, 7, 8, 9, 10 and 12 (limited to Supplemental Terms in force as of such distribution) of this Agreement; provided however that for distribution of such Licensed Software Libraries that are distributed after being loaded on Permitted Products for execution on STM32 Micros, there is no requirement for such written contract.

You are authorized to have third party contractors exercise on your behalf the license rights as set forth above, provided that (a) such contractors are obligated by written agreement with you to maintain the

confidentiality of the STM32Cube.AI Developer Cloud and Licensed Materials to at least the degree required of you under this Agreement, (b) you shall ensure such contractors comply with the terms of this Agreement, (c) you shall be liable for any breach by such contractors, and (d) you shall indemnify and hold harmless ST and its Affiliates for any harm resulting from such contractor's use of the STM32Cube.AI Developer Cloud and Licensed Materials.

You acknowledge that the STM32Cube.AI Developer Cloud and Licensed Materials have not been specifically designed to meet your individual requirements and that you have all information necessary to evaluate whether or not the STM32Cube.AI Developer Cloud and Licensed Materials meet your requirements and will be suitable for your intended use or application. Therefore the STM32Cube.AI Developer Cloud and Licensed Materials shall be deemed accepted upon delivery to you. You shall use, at your own risk, the STM32Cube.AI Developer Cloud and Licensed Materials and any development that is obtained from such use. You acknowledge that ST and its Affiliates cannot in any way be held responsible for the consequences resulting from use of the STM32Cube.AI Developer Cloud and Licensed Materials and any development made following such use of the STM32Cube.AI Developer Cloud and Licensed Materials, and you shall indemnify and hold harmless ST and its Affiliates for any harm resulting from your use of the STM32Cube.AI Developer Cloud and Licensed Materials or your software and hardware applications in any manner not permitted under this Agreement.

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You shall limit access and use of the STM32Cube.AI Developer Cloud and Licensed Materials to you and those individuals employed by you who have a need to access the STM32Cube.AI Developer Cloud and Licensed Materials for the Development Purpose and, if applicable, the Production Purpose. You agree that, (i) such individuals shall be obligated by written agreement with you or other legally enforceable obligation to maintain the confidentiality of the STM32Cube.AI Developer Cloud and Licensed Materials to at least the degree required of you under this Agreement, (ii) you shall ensure such individuals comply with the terms of this Agreement, (iii) you shall be liable for any breach by such individuals, and (iv) you shall indemnify and hold harmless ST and its Affiliates for any harm resulting from such individual's use of the Licensed Materials.

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THE LIMITATIONS SET FORTH ABOVE IN THIS SECTION 9 SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 10. TERM AND TERMINATION

This Agreement shall become effective upon your acceptance of the terms and conditions of this Agreement and shall continue in force until terminated by a party as provided under this Agreement.

You may terminate this Agreement at any time by doing all of the following: deleting all copies of the Licensed Materials in your possession or control, deactivating your credentials to access the STM32Cube.AI Developer Cloud, and ceasing any use of the STM32Cube.AI Developer Cloud and Licensed Materials for any purpose whatsoever.

If (i) you fail to comply with the terms and conditions of this Agreement, (ii) you threaten or file litigation against ST or its Affiliates, (iii) ST or its Affiliates receive notice of any claim, suit or proceeding that alleges that the STM32Cube.AI Developer Cloud or Licensed Materials or your use of the STM32Cube.AI Developer Cloud or Licensed Materials may infringe any third-party intellectual property rights, or ST or its Affiliates reasonably believe there may be risk of receiving such claim, suit or proceeding, or (iv) to the extent permitted by laws, a voluntary or involuntary petition in bankruptcy or winding up is filed against you, any proceedings in insolvency or bankruptcy are instituted against you, a trustee or receiver is appointed over you, or any assignment is made for the benefit of your creditors, then ST may terminate this Agreement at any time thereafter by disabling any or all of your access and use of the STM32Cube.AI Developer Cloud with or without notice and/or by sending you written notice of termination.

Upon termination or expiration of this Agreement for any reason, you shall delete all copies of ST's Licensed Materials in your possession or control, deactivate your credentials to access the STM32Cube.AI Developer Cloud, and cease any use of the STM32Cube.AI Developer Cloud and Licensed Materials for any purpose whatsoever.

Sections 4 to 14, inclusive, shall survive the termination or expiration of this Agreement.

#### 11. ANTI-BRIBERY; ANTI-CORRUPTION CLAUSE.



You represent that (i) neither you nor any of your Affiliates, nor any of your or their respective directors, officers, managers, employees, independent contractors, subcontractors, representatives or agents (“Representatives”), have contributed any item of value, directly or indirectly, to any third party, in violation of the United States Foreign Corrupt Practices Act, the U.K. Bribery Act, the French Sapin II law, the Italian Legislative Decree no. 231/2001 or any other applicable anti-bribery or anti-corruption law (together, “ABC Laws”), and (ii) it shall not, nor shall it permit any of its Affiliates or any of its or their respective Representatives to, promise, authorize or make any payment to, or otherwise contribute any item of value, directly or indirectly, to any third party, in violation of and ABC Laws. You further represents that you shall, and shall cause each of your Affiliates to, cease all of your or their respective activities, as well as remediate any actions taken by you, your Affiliates, or any of your or their respective Representatives, in violation of the ABC Laws. You further represent that you shall, and shall cause each of your Affiliates to, maintain policies and procedures, including systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems), designed to ensure compliance with the ABC Laws.

Furthermore, you agree that, at all times in connection with and throughout the term of this Agreement, you and your Affiliates will comply with, and take reasonable measures to ensure that their Representatives or any other third party involved in the performance of this Agreement, subject to its control or determining influence, will comply with the provisions of ST’s Code of Conduct, which Code of Conduct is hereby incorporated by reference as if written out in this Agreement in full. A copy of the Code of Conduct is available upon written request to ST’s Compliance Office or at:

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If you have evidence, reason to believe, or reasonably suspect that your or your Affiliates’ Representatives or any other third party has breached any of the principles set out in ST’s Code of Conduct, you will notify ST immediately, take all necessary remedial actions, and inform ST about the status of such remedial actions on a regular and timely basis. In such event, ST reserves its rights, including the right to immediately terminate this Agreement.

## 12. SUPPLEMENTAL TERMS

Supplemental Terms, if any, are hereby expressly incorporated by reference into this Agreement. “Supplemental Terms” include any terms and conditions presented to you as part of the STM32Cube.AI Developer Cloud or Licensed Materials, including, without limitation, as a text file or click-through agreement. Supplemental Terms may govern specific features or functions of the STM32Cube.AI Developer Cloud and Licensed Materials, or may set forth policies, procedures, or guidelines governing access to and use of certain parts of the STM32Cube.AI Developer Cloud and Licensed Materials. ST may present or update Supplemental Terms from time to time. Your continued access to and use of the STM32Cube.AI Developer Cloud and the Licensed Materials following notice of Supplemental Terms shall constitute your acceptance of the Supplemental Terms. If you do not accept Supplemental Terms as they are introduced or updated, this Agreement shall immediately terminate.

## 13. MISCELLANEOUS

If a court or agency of competent jurisdiction holds any term of this Agreement invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be valid and enforceable and you and ST shall discuss in good faith a substitute, valid, enforceable provision which most nearly effects the parties’ intent in entering into this Agreement.

The delay or failure by ST to enforce any provisions of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of any right of ST or obligation of yours.

No agency, joint venture, or other business relationship is created by this Agreement. You and ST are independent contractors.

This Agreement contains the entire and sole agreement between you and ST on the subject matter of this Agreement, and supersedes all representations, undertakings and agreements previously made between you and ST and/or its Affiliates and shall prevail over the terms and conditions set forth in any document from you with respect to the subject matter of this Agreement. Any amendment to this Agreement shall be agreed in writing and be duly signed by you and ST and shall make clear reference to this Agreement.

ST's Affiliates are intended to be third party beneficiaries of this Agreement.

You agree that in the event of any breach of this Agreement by you or your contractors, the resulting harm to ST and its Affiliates would likely be of a nature that monetary damages would not provide an adequate remedy, and therefore, ST and its Affiliates shall be entitled to seek specific performance, injunction, and other equitable relief.

ST shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond ST's reasonable control.

#### 14. APPLICABLE LAW

This Agreement is governed by the laws of Switzerland, without regard to its conflict of law rules. All disputes or questions arising out of or in connection with this Agreement shall be finally settled by the competent courts of Geneva, Switzerland. You hereby waive any objection to venue. 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.