**ST-UP ACCELERATOR PROGRAM**

**PARTICIPATION TERMS AND CONDITIONS**

**Between:**

(A) **STMicroelectronics International N.V**. a company incorporated under the laws of the

Netherlands, having its registered address at WTC Schiphol Airport, Schiphol Boulevard 265, 1118 BH Schiphol Airport, Amsterdam, the Netherlands, acting for purposes of this agreement through its Swiss branch, located in 39, Chemin du Champ-des-Filles, 1228 Plan-les-Ouates, Switzerland , on behalf of itself and its affiliates ("**ST**"); and

(B) **Participant**, i.e.:

|  |  |
| --- | --- |
| Company's name |  |
| Company's Registration no. |  |
| With registered address at |  |

ST and Participant shall be each referred to as a "Party" and, together, as "Parties".

1. General
	1. These Terms and Conditions ("T&Cs") constitute an agreement by and between ST and Participant which regulates the participation in the ST-Up Accelerator Program (the “ST-Up Accelerator Program” or the "Program"). The Parties agree that the T&Cs will govern the relationships between the Parties concerning the Program. Participant further agrees that the participation to the Program from the Roadshow Phase (as described below) onward shall be subject to the condition of signing these T&Cs.
2. The Program
	1. ST-Up Accelerator Program is described in s described in *[please add a link to the description of the program in the website]* as an integral part thereof (”Program Description”). Participant agrees to the terms of the Program as described in the Program Description, including its phases as described below, and agrees that its participation in the Program shall be subject to such terms. For avoidance of doubts, in case of discrepancies between these T&Cs and the Program Description, these T&Cs shall prevail.
	2. ST reserves the right to modify the terms of the Program at any time at its sole discretion. In such event, ST shall make effort to ensure that such modification will not adversely affect the successful performance under the Program. Without limiting the foregoing, the dates and schedule of the Program are indicative only and are subject to possible adjustment by ST, at its sole discretion.
	3. The Program includes five (5) phases: (i) the Screening Phase; (ii) the Roadshow Phase; (iii) the Proof of Concept (PoC) Phase; (iv) the Acceleration Phase and the (v) Demo Day; all as defined and detailed in DescripFtion Program. Participant, who has passed the Screening Phase and has been admitted to the Roadshow Phase, acknowledges and agrees that the Roadshow Phase is a selection phase, during which ST determines, at its sole discretion, the suitability of Participants to continue to the subsequent phases of the Program; and, further, that during or upon completion of such Roadshow Phase, ST may, at its sole discretion and without any liability whatsoever to Participant, terminate Participant's participation in the Program. In such event, these T&Cs shall terminate and the provisions of Section 10.4 below shall apply.
	4. Participant acknowledges and agrees that the PoC Phase (Phase 3) depends on the Parties having agreed on, and having entered into, a Statement of Work (“SoW”) structured as the frame attached hereto as Annex A that will detail the specifications, schedule, the Parties' respective tasks, as well as other terms, including specific legal terms which will govern the joint project.
	5. Participant acknowledges and agrees that its selection by ST to the Program, its participation in the Program, including, without limitation, the successful completion of the Program, do not constitute or imply, directly or indirectly, and shall not be construed to constitute, any proposal, intent or commitment by, of, or on behalf of, ST to pursue any business relations or to enter into a business or technical cooperation or a commercial agreement of any sort with Participant. Any business opportunity shall be explored and negotiated by the Parties, following PoC validation, in Phase 3, and shall be subject to entering into a separate partnership/collaboration agreement between the Parties. Should the Parties not find a mutually satisfactory partnership/collaboration agreement, Participant, in any case, undertakes to grant ST, for 1 (one) year from termination or expiration of the Project, a preferential right to be the supplier of any ST product, in ST’s availability needed to be used along with a technical solution developed under the Program.
	6. Each Party shall bear its own costs and expenses associated with the performance of the Program.
3. Obligations of Participant
	1. Participant acknowledges and agrees that ST invests significant resources, efforts and time in operating and executing the Program. In view of such investment, Participant undertakes and agrees as follows: (i) to participate in all phases of the Program (other than if terminated according to the provisions of Section 10 of these T&Cs), and to refrain from unilaterally withdrawing from the Program; (ii) to perform its undertakings under these T&Cs in good faith and to otherwise cooperate with ST, and use best efforts, for the success of the Program; and without limiting the generality of the foregoing, Participant shall attend the events, activities, training, mentorship sessions, and workshops of the Program, and devote the requisite time, manpower and other resources for the Program; and (iii) for as long as it participates in the Program, and for 6 months thereafter, to refrain from applying to, joining, participating or otherwise engaging in any other acceleration, incubation, or similar programs, which are aimed at similar scope or target, or which are otherwise initiated by third parties whose business is similar to, or competing with, ST's business.
	2. Participant agrees to send its team to attend the Roadshow Phase at ST's facilities in Europe (as shall be designated by ST), at its expense. Participant further agrees that to the extent the successful performance of the Program reasonably requires that Participant's team makes additional or more trips to ST’s facilities in Europe (such as during the PoC Phase, or the Demo Day) Participant shall bear the travel and accommodation costs associated with such trips.
4. Participant shall designate a representative to serve as primary point of contact for ST and the Mentors (as such term is defined in Section [7](#bookmark33) below) in connection with all aspects of the Program and its performance. The identity of the representative shall be notified to ST in writing.
5. In the event that Participant’s Background IP expected to be used by Participant, or licensed by it to ST hereunder, for or in connection with the performance of the Program ("Contributed Background IP") has been funded, in whole or in part, by a governmental grant, Participant will ensure that the terms of such grant do not restrict it from participating in the Program, and shall provide ST if reasonably required, with assurances that the terms of such grant are not in conflict with Participant’s participation in the Program.
6. In the performance of, and during, the Program, Participant shall, and shall ensure that its

personnel shall: (i) comply with all applicable laws and regulations, (ii) comply with ST's Code of Conduct, Anti-Bribery and Corruption Policy available at

[http://investors.st.com/phoenix.zhtml?c=111941&p=irol-govHighlights;](http://investors.st.com/phoenix.zhtml?c=111941&p=irol-govHighlights) and (iii) refrain from taking any act or omission which is reasonably likely to diminish, or to badly reflect on, ST's reputation and goodwill.

1. Representations and Warranties by Participant

All capitalized terms shall have the meaning ascribed to them in Section 3.8 below. Participant hereby represents and warrants that:

* 1. The Participant is a corporation duly organized and validly existing under the laws of its place of incorporation. Participant and has full corporate power and authority to enter into and be bound by these T&Cs.
	2. Entering into these T&Cs and participating in the Program, does not and will not conflict with or violate (i) terms and conditions of any other arrangement, agreement and/or commitment to which Participant is bound or may be bound in the future, (ii) the applicable law, and/or (iii) third parties’ rights. No notice to, consent, approval, order, license, permit, action by or authorization of any governmental authority or agency (including without limitation, in connection with governmental grants or incentives), or any third party, is required on the part of the Participant to participate in the Program, and to comply with its undertakings under the Program.
	3. Participant has all right, including Intellectual Property Rights (as such term is defined below) required to enable it to participate in the Program, and is fully entitled to license the Contributed Background IP pursuant to the provisions of these T&Cs, including without limitation as may be required in order to conduct a POC under a POC SOW.
	4. The Contributed Background IP does not and will not infringe upon third parties’ Intellectual Property Rights.
	5. The Contributed Background IP does not include any Open Source Software of any type, except as conveyed in advance and in writing to ST. In the event the Contributed Background IP does include Open Source Software, (i) Participant is in compliance in all material respects with the terms of use of any and all licenses which govern the use thereof; and (ii) the Open Source Software does not contain Viral OSS.

For the purpose hereof, “Open Source Software” means software which requires, as part of distribution thereof, that the source code of such software, HDL or other materials is distributed therewith, or any open source license that complies with the Open Source Definition specified at <http://www.opensource.org>. “Viral OSS” means any Open Source Software that requires as a condition of use, modification, and/or distribution of software incorporated into, derived from, or distributed with such software (a) to be disclosed or distributed in source code form; (b) to be licensed for the purpose of making derivative works; or (c) to be redistributable at no, or at a minimal, charge.

None of the Background IP and/or use thereof, including for creating the Foreground IP (as defined below) under the Program, shall, in any manner, infringe or misappropriate any third-party rights.

* 1. There are no outstanding legal proceedings before any court or authority or arbitrator (including, without limitation, arbitration and mediation proceedings, administrative proceedings or other proceedings in front of a governmental agency) against the Participant or initiated by the Participant in connection with the Participant or its business and/or the Background IP or any portion thereof, and there are no legal proceedings that any third parties (including, without limitation, governmental authorities) have threatened in writing to initiate against the Participant in relation thereto.
	2. For the purpose of this Section 3, a reference to a Participant, shall include the Participant and its Affiliates.
	3. Definitions. As used herein, the following capitalized terms shall have the meaning ascribed to them below.

“Affiliate” means any corporation or other legal entity which, either directly or indirectly, now or hereafter, Controls, is Controlled by, or is under common Control with, a Party; provided that an entity is deemed an Affiliate of a Party only for so long as such Control exists. For purposes of this definition, “Control” means the ownership of more than 50 % of the rights or interests in an entity that entitle to vote for the election of directors or an equivalent governing body of such entity; and the words “Controlling” and “Controlled shall be construed accordingly.

“Background IP” means technology, inventions (whether or not patentable), developments, software, data and documents, and other Confidential Information and Intellectual Property Rights of a Party (or licensed to a Party from a third party with the right to sublicense) which are either (i) created, owned or controlled by that Party prior to the commencement of the PoC Phase; or (ii) created, owned or controlled by that Party after the commencement of the Effective Date but in such case outside the scope of and independently of the Program. For the avoidance of doubt, ST's Background IP includes Process IPR (as defined below).

“Contributed Background IP” means Background IP used by a Party or licensed by it to the other Party under these T&Cs, for or in connection with the performance of the Program.

“Foreground IP” means technology, inventions (whether or not patentable), developments, software, data and documents and other Confidential Information and Intellectual Property Rights, created or developed by ST and/or the Participant, under or in connection with the PoC.

 “Intellectual Property Right” or “IPR” means all present and future intellectual or industrial property rights and protections pursuant to the laws of any jurisdiction throughout the world including without limitation any and all present and future 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 and databases, models, copyrights (including the copyright on software in any code), Confidential Information (as defined below), trade secrets, rights, but specifically excluding any trademarks, trade names, logos, service marks or symbols, or internet domain names.

“Confidential Information” shall mean non-public technology and business related information of a Party, including without limitation, know-how, techniques, methods, processes, compositions, formulae, plans, drawings, images, specifications, programs, software, codes, designs, algorithms, semiconductor mask work, and mask reticles.

“Process IPR” means any and all IPR which relates to the manufacturing of silicon technology process (including but not limited to masks, foundry, sorting, assembly and testing of such manufacturing silicon technology process).

1. Intellectual Property Rights Ownership and License
	1. IP Ownership. Unless otherwise specifically and expressly stated in an applicable SoW in the PoC Phase, or in other agreements executed by the Parties under the Program, the following provisions shall apply with respect to the Parties' respective ownership of IP :
		1. Background IP. Each Party is the sole owner of, and shall solely retain, all right, title and interest including, without limitation, any IPR, in and to its respective Background IP. Other than the licenses specifically set herein, neither Party is granted any right or license with respect to the Background IP of the other Party.
		2. Foreground IP. Participant shall solely own all right, title and interest including, without limitation, any and all IPR, with regard to the Foreground IP.

It is acknowledged and agreed that ST does not anticipate to develop, create or conceive any Foreground IP under the Program. However, and notwithstanding the foregoing, to the extent Foreground IP is created under the Program in connection with Process IPR, then, notwithstanding the above, such Foreground IP shall be solely owned and retained by ST.

* 1. Licenses
		1. License to Contributed Background IP. During the term of Participant’s participation in the Program, each Party hereby grants the other Party and its Affiliates, a world-wide, non­exclusive, royalty-free license, without the right to transfer, assign or sublicense, to use its Contributed Background IP, solely as strictly required for the performance of the Program and, in particular, for the performance of the PoC Phase of the Program.
		2. License to the Foreground IP. The licenses on the Foreground IP to ST will be negotiated on a case by case basis under the SoW or the collaboration/partnership agreement provided for under article 2.5.
1. Confidentiality
	1. The provisions of the Non-Disclosure Agreement executed between the Parties shall govern the exchange of information by the Parties ("NDA").
2. Disclaimers, Waivers and Limitation of Liability
	1. Participant made itself acquainted with all the terms of the Program and had the opportunity to ask for and receive any and all material information with respect thereof, prior to signing these T&Cs. Participant agrees (on behalf of itself, its Affiliates, officers, successors and assigns(collectively, the "Releasing Parties") that it participates in the Program at its sole risk, and hereby waives and forever discharges ST, each of the Mentors (as defined below), and their respective representatives, Affiliates, officers, manages, employees, sub-contractors, successors and assigns (collectively, the "Released Parties"), from and against any and all demand, claim, suit, liability, damages, losses, costs and expenses ("Liability"), in connection with the Program, its content, its management, operation, and all aspects of its performance.
	2. During the Program, ST creates opportunities for the Participant to meet, work and/or consult with, be mentored by, or to otherwise contact, the manager of ST's Program, other ST personnel, and mentors, i.e. third parties professionals and consultants selected by ST at its sole discretion ("Mentors"). Participant acknowledges and agrees: (i) Mentors, their views, opinions, statements, feedback, the content of their advice, training, or seminars, and/or the materials and information they may share with Participant (collectively, "Input"), are not endorsed by ST, and ST shall not be liable any sort of Liability, in connection therewith. Participant and its Releasing parties hereby waive and forever discharge ST and its Released Parties from any Liability in connection with the Mentors and their Input; (ii) Participant should ensure it adequately protects its Confidential Information before any discussion with any Mentor; and (iii) Participant is solely responsible for the evaluation of any Input provided by ST and/or the Mentors during the Program and for its own business decisions relying thereon. Participant and its Releasing parties hereby waive and forever discharge ST and its Released Parties from any and all Liability in connection with such evaluation of, reliance on, and implementation of such Input, by Participant.
	3. Without limiting the generality of any other disclaimer and waiver above, Participant acknowledges and agrees that: (i) ST does not guarantee or warrant that Participant would be selected at the Roadshow Phase to continue and participate in the subsequent phases of the Program. Participant acknowledges and agrees that the assessment of Participant's suitability to participate in the Program will be at ST’s sole discretion and ST is not obligated to provide Participant with reasons in the event that Participant is not selected; (ii) while both Parties shall execute their tasks and perform their obligations according to the SoW under the PoC Phase, on best efforts basis, neither Party guarantees the results and/or outcomes of such SoW, and neither Party shall be liable towards the other in connection with the success or failure of the project anticipated by the SoW; and (iii) attendance and entry at any premises from which the Program, including the facilities of ST in Europe, is being operated is at the sole risk and expense of Participant. The Participant and its Releasing Parties, hereby waves and forever discharges ST and its Released Parties from any and all Liability in connection therewith.
	4. Neither Party will be liable to the other for any indirect or consequential loss or damages or for loss of use or data or production or lost profits, savings or revenues of any kind under the Program or these T&Cs. In no event shall ST's entire liability under or in connection with the Program, these T&Cs (including their annexes), the performance of the foregoing and/or the participation of Participant in it, exceed an aggregate amount of US$100,000 (one thousand U.S. Dollars).
3. Indemnification
	1. Participant agrees to indemnify, defend and hold harmless ST and its Released Parties from any Liability arising out of third parties' brought against ST, the Mentors and their respective Released Parties, based on, alleging, or arising in connection with: (i) any violation of Participant's obligations or representations and warranties under these T&Cs; (ii) an infringement or an alleged infringement of third parties' IPR by Participant's Contributed Background IP and Foreground IP; and/or (iii) any acts or omissions of Participant under the Program.
4. Publicity
	1. Participant may not make public statement or release any press release or publications with respect to the Program, without ST's prior written approval.
5. Term and Termination
	1. These T&Cs shall enter into force upon their execution and shall remain in force for as long as the Participant participates in the Program according to the date set forth in Program Description unless earlier terminated in accordance with the provisions of this Section 10.
	2. ST may terminate these T&Cs at its sole discretion at the Roadshow Phase upon written notice to Participant as detailed in Section 2.3 above.
	3. Each Party may terminate these T&Cs upon thirty (30) days prior written notice in the event the other Party materially breaches any of the provisions of these T&Cs if the breaching Party fails to cure the breach within the notice period.
	4. In case of termination or expiration for whatever cause of these T&Cs, Participant shall not engage in similar acceleration programs for following 6 months thereafter.
	5. Upon termination, these T&Cs shall expire and Participant shall be automatically deemed

to have ceased its participation in the Program. Notwithstanding the above, terms which by their nature survive termination or expiration of this Agreement shall remain in full force and effect thereafter (regardless of the reason for the termination or expiration), including without limitation rights and obligations under Sections 2.6 (Costs); 5 (IP and Licenses); 6 (Confidentiality); 7 (Liability); 7.4; 8 (Indemnification); 9 (Publicity), 10 (Term and Termination) and 11

(Miscellaneous).

1. Miscellaneous
	1. Assignment. The Participant may not assign these T&Cs, in whole or in part, without the prior written consent of ST. Any assignment in violation of this provision shall be deemed null and void.
	2. Relationship. Nothing contained in these T&Cs shall be construed as creating or establishing any employment, fiduciary, partnership, joint venture or similar relationship between ST and the Participant.
	3. Severability. If any provision of these T&Cs would at any time be in conflict with any law or regulation compulsorily applicable to these T&Cs, or invalid or unenforceable in any respect, the Parties shall endeavor to amend such provision, so that the intent of these T&Cs may be carried out to the extent legally possible In any case, the illegality, invalidity or unenforceability of any provision thereof shall not affect or impair the legality, validity or enforceability of the other provisions.
	4. Entire Agreement. These T&Cs and the annexes attached hereto are intended as the complete, final and exclusive statement of the terms of the agreement between the Parties regarding the participation in the Program and supersede any and all other prior or contemporaneous agreements or understandings (other than the NDA) , whether written or oral, between them relating to the Program except that the Parties may enter into a SoW under the PoC Phase. In the event of any discrepancy between the provisions of these T&Cs, its annexes and the SoW, the terms of these T&Cs shall prevail unless such documents expressly provide otherwise. All additions or modifications to these T&Cs may be made only by the agreement in writing by the Parties.
	5. Notices. Any notice required or permitted to be given by either Party under these T&Cs shall be in writing and may be delivered by courier, sent by registered airmail letter, telefacsimile or electronic mail. When the notice is sent by telefacsimile or electronic mail, the sender shall confirm the notice by also sending the notice by courier or registered airmail letter. All notices shall be addressed to the addresses of the Parties as set forth in the signature page below. Such notice shall be deemed to be given: (i) if sent by registered airmail letter - five (5) days after the day of dispatch; if sent by facsimile or e-mail - on the day of their dispatch; and (iii) if sent b courier - on the day of delivery to the receiving Party.
	6. Governing Law. This Agreement and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of Switzerland, excluding its conflict of laws provision.
	7. Dispute Resolution: In the event of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall attempt to resolve such dispute through amicable negotiation in good faith and by all reasonable and appropriate means. If the Parties are unable to resolve the dispute, then it shall be finally settled by the competent Court of Geneva, Switzerland.

*[Signature Page to Follow]*

Attached:

Annex A - Frame of SoW

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first set forth above.

**STMicroelectronics International N.V**

By:

Title:

Date:

Signature:

***[Name of Participant]***

By:

Title:

Date:

Signature:

Addresses, facsimile numbers and e-mail addresses for Notices:

ANNEX A

POC FORM SOW

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1 HIGH LEVEL POC DEVELOPMENT

**The following plan was agreed between the two parties**

POC

***Description***

Start of Development DATE

Workshop DATE

Involved ST products and/or Technologies

A B C D

•

•

•

•

Involved XXX products and/or Technologies

A B C D

•

•

•

•

NOTE

1. POC Organization

XXX will work closely with STM to organize a POC development team.

Specific individuals will be assigned responsibilities for the POC in order to provide continuity and efficiency in planning, implementation, accountability, and reporting. Each Party shall designate individual(s) to act as Program /POC Managers (PM) in connection with their performance under this SOW and such individuals shall be reasonably dedicated to managing such Party’s performance under this Agreement. The XXX and the STM’s Program/POC Manager shall be responsible for responding to the other Party. The Parties agree that having the PM’s and other team members assigned to perform the services pursuant to this SOW and the applicable Agreement is essential for the timely completion of the POC.

In the event that a change of personnel is required, then the Party making the change shall: (i) promptly notify the other Party of such a change, (ii) ensure that a full knowledge transfer occurs between new and incumbent personnel, and (iii) ensure that any new personnel will have skills and experience of a substantially similar nature to those of the incumbent.

1. POC members and interfaces

Table 1

|  |  |  |
| --- | --- | --- |
| Team Leaders | XXX | STM |
| Program Management |  |  |
| POC Leader |  |  |
| Quality Leader |  |  |
| Process Engineer / Production |  |  |
| Hardware and Mechanical Leader |  |  |
| Software Leader |  |  |

1. POC Controls and Reporting

The POC control process will be established and maintained by the ST Program Manager. The control process shall consist of written approvals from ST for each POC phase and confirmation that XXX has performed/completed the tasks in each phase to ST satisfaction and is approved to move to the next phase.

1. POC Plan

The POC Plan is a comprehensive, detailed plan that describes the process that will be implemented in order to meet POC objectives. It includes schedules, procedures, guidelines, and process flow illustrations that form the basic foundation of the POC.

This POC Plan will be valid only if the MOU is signed before yyy. .

1. GLOSSARY OF TERMS

2 JOINT POC PLAN

1. POC Schedule
2. **XXX shall:**
* Develop and adhere to the schedule
* Review and provide regular updates regarding the schedule during all phases of the POC
1. **STM shall:**
* Review and approve schedule
* Review and approve the progress during all phases of POC
1. POC Hardware definitions

Table below shows the definition of each prototype level according to the Design Phases.

1. Co-design concept

The POC is designed by both STM and XXX with the following areas of responsibility.

2.3.1 Responsibility sharing by functional module:

* **Hardware**
* **Software**
1. Meetings and Reports

XXX POC Manager shall conduct design review meetings and track action items, submit reports, regard POC status, schedule, problem areas the following month’s plan and any unresolved issues.

In addition, XXX POC Manager will maintain a risk mitigation plan and notify STM immediately if a risk trigger has occurred. Identified risks may include but not limited to; design, tooling, component, material, process, manufacturing, and testing.

(TBD)

1. Documentation

XXX shall provide STM with the Product Specifications and supporting documentation, in English, necessary to design, develop, test, manufacture, qualify, and ship finished Product. The latest version of each document shall be provided initially, and shall be made available.

STM shall provide XXX with all the documentation concerning description of architecture, system design, interface specification, exact type name and description of the substantial hardware components contain (and/or references on appropriate data sheets), detailed test plan as well as test report.