

## ST-UP ACCELERATOR PROGRAM PARTICIPATION TERMS AND CONDITIONS

Upon execution of these Terms and Conditions ("T&Cs") by the undersigned party ("**Participant**"), these T&Cs shall constitute an agreement by and between Participant and **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 ("**ST**"); this agreement regulates the participation of Participant in the ST-Up Accelerator Program (the "**Program**"). By executing these T&Cs, Participant agrees that the T&Cs will govern the relationships between the Parties concerning the Program.

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

### 1. Definitions

In addition to the terms defined in the body of these T&Cs, the following capitalized terms shall have the meaning ascribed to them below.

1.1 "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.

1.2 "Background IPR" means technology, inventions (whether or not patentable), developments, software in any form including source codes, 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 SOW; or (ii) created, owned or controlled by a Party, or in which a Party has acquired rights, after the commencement of the POC SOW but in such case outside the scope of and independently of the Program. For the avoidance of doubt, ST's Background IPR includes Process IPR.

1.3 "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.

1.4 "Contributed Background IPR" means Background IPR 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.

1.5 "Foreground IPR" means technology, inventions (whether or not patentable), developments, software in any form including source codes, data and documents and other

Confidential Information and Intellectual Property Rights, conceived, created or developed by either Party, under or in connection with the Program and in particular under the POC SOW if applicable.

1.6 “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), trade secrets, rights, but specifically excluding any trademarks, trade names, logos, service marks or symbols, or internet domain names.

1.7 “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>.

1.8 “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).

1.9 “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 minimal, charge.

## 2. The Program

2.1 ST-Up Accelerator Program, including its five phases, is described in [ST-Up - STMicroelectronics] (“Program Description”). The Program Description is incorporated by reference into these T&Cs. Participant agrees to the content and terms of the Program Description. For avoidance of doubts, in case of discrepancies between these T&Cs and the Program Description, these T&Cs shall prevail.

2.2 The Parties agree that ST may perform its obligations under these T&Cs through its Affiliates, provided that ST shall ensure that its Affiliates comply with the provisions of these T&Cs.

2.3 Participant acknowledges and agrees that the selection of Participant (out of the other candidates to the Program) to participate in the Program, and if selected – the determination of the possibility to progress from each phase of the Program to the next phase (as such phases are described in the Program Description) are not automatic, and that they are subject to ST’s determination at its discretion, and without liability to Participant.

2.4 In the event that, as part of the Program, the Parties decide to conduct a Proof of Concept (POC), the Parties will enter into a statement of work, substantially in the form of Annex A attached hereto, which will govern the performance of the POC (“POC SOW”). The POC SOW will detail

the specifications, schedule, the Parties' respective tasks, as well as other terms, including specific legal terms which may govern the POC.

2.5 Participant acknowledges and agrees that nothing herein or in its participation in the Program, constitutes or implies, directly or indirectly, any proposal, intent or commitment of or by ST to pursue any business relations or commercial collaboration beyond the Program, or entering into any agreement following the Program and/or its completion. Any potential business opportunity that Parties may identify during the performance of the Program shall be explored and negotiated by the Parties separately from the Program, and shall depend on entering into a separate written agreement between the Parties.

2.6 Each Party shall bear its own costs and expenses associated with the performance of the Program.

### 3. Cooperation by Participant

3.1 Participant shall designate (in writing) a representative to serve as primary point of contact for ST and the Mentors (as such term is defined in Section 7 below) in connection with all aspects of the Program and its performance.

3.2 Participant will cooperate with ST towards the success of the Program, including without limitation by attending and participating in, events, activities, training, mentorship sessions, and workshops of the Program, and devoting the requisite time, manpower and other resources for the Program. Participant acknowledges and agrees that ST invests significant resources, efforts and time in operating and executing the Program, and accordingly expects Participant to use best efforts to participate in all phases of the Program which are available to it.

3.3 Without limiting the foregoing, Participant acknowledges that, as part of the Program, and in order to ensure its success, it may need to send its representatives, at least once during the term of the Program, to certain ST's facilities in Europe (as shall be designated by ST) for example in connection with the review of potentially conducting a POC, or otherwise as described in the Program Description. Such trips, if occur, shall be at Participant's sole expense (including without limitation, travel and accommodation costs associated with such trips).

3.4 For as long as it participates in the Program, Participant agrees to refrain from applying to, joining, participating or otherwise engaging in any other program initiated by a third party whose business is competing with, ST's business with respect to the same technology.

3.5 In the performance of, and during, the Program, Participant represents that (i) neither it nor any of its Affiliates, nor any of its 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. Participant further represents that it shall, and shall cause each of its Affiliates to, cease all

of its or their respective activities, as well as remediate any actions taken by Participant, its Affiliates, or any of its or their respective Representatives, in violation of the ABC Laws. Participant further represents that it shall, and shall cause each of its 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, Participant agrees that, at all times in connection with and throughout the duration of the Program, it and its Affiliates shall, comply with, and take reasonable measures to ensure that their Representatives or any other third party involved in the performance of the Program, 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 these T&Cs in full. A copy of the Code of Conduct is available at [https://www.st.com/content/ccc/resource/corporate/company/policy\\_statement/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015\\_0216.pdf/files/BRSTCODE1015\\_0216.pdf/jcr:content/translations/en.BRSTCODE1015\\_0216.pdf](https://www.st.com/content/ccc/resource/corporate/company/policy_statement/group0/27/23/5e/6d/ad/99/47/f6/BRSTCODE1015_0216.pdf/files/BRSTCODE1015_0216.pdf/jcr:content/translations/en.BRSTCODE1015_0216.pdf), or upon written request to ST's Compliance Office.

If Participant has evidence, reason to believe, or reasonably suspects that its or its Affiliates' Representatives or any other third party has breached any of the principles set out in ST's Code of Conduct, Participant 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.

#### 4. Representations and Warranties by Participant

4.1 Participant hereby represents and warrants that:

4.1.1 The Participant is a corporation duly organized and validly existing under the laws of Israel.

4.1.2 Participant and has full corporate power and authority to enter into and be bound by these T&Cs.

4.1.3 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.

4.1.4 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.

4.1.5 Participant has all right, including Intellectual Property Rights, required to enable it to participate in the Program, and is fully entitled to license the Contributed Background IPR 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.

4.1.6 The Contributed Background IPR does not and will not infringe upon third parties' non-patent Intellectual Property Rights, and to the best knowledge of Participant using reasonable inquiry, – does not and will not infringe upon third parties' patents.

4.1.7 The Contributed Background IPR 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 IPR 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.

4.1.8 None of the Background IPR and/or use thereof, including for creating the Foreground IPR under the Program, shall in any manner infringe or misappropriate any third-party rights.

4.1.9 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 IPR 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.

4.2 For the purpose of this Section 4, a reference to a Participant, shall include the Participant and its Affiliates.

## 5. Intellectual Property Rights Ownership and License; Feedback

5.1 IPR Ownership. Unless otherwise specifically and expressly stated in an applicable POC SOW, or in other agreements executed by the Parties under the Program, the following provisions shall apply with respect to the Parties' respective ownership of IPR.

5.2 Background IPR. 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 IPR. Other than the licenses specifically set herein, neither Party is granted any right or license with respect to the Background IPR of the other Party.

5.3 Foreground IPR. Participant shall solely own all right, title and interest including, without limitation, any and all IPR, with regard to the Foreground IPR developed by Participant under the Program, if any.

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

5.4 Feedback. The Parties acknowledge and agree that in the course of the Program, or in connection therewith, each Party (“Provider”) may provide the other Party (“Recipient”) feedback, input, ideas, concepts, or advice with respect to the Recipient’s IPR (“Feedback”). Provider hereby grants Recipient, a perpetual, irrevocable, sub-licensable, fully paid up right and license to use such Feedback in connection with the Recipient’s respective IPR. Such use in itself shall not constitute a breach of the NDA.

## 5.5 Licenses

5.5.1 License to Contributed Background IPR. During the term of Participant's participation in the Program, each Party hereby grants the other Party and its Affiliates, a world-wide, non-exclusive, royalty-free license, without the right to transfer, assign or sublicense, to use its Contributed Background IPR, solely as strictly required for the performance of the Program and, in particular, for the performance of the POC SOW, if applicable.

5.5.2 Future Licenses. Non Assertion on Foreground IPR. Licenses to each Party's IPR in excess of the licenses granted under Section 5.5.1 above, will be negotiated on a case by case basis under a collaboration/commercial agreement, if entered into between the Parties as set in Section 2.5 above. Participant shall not assert its Foreground IPR against ST in connection with ST lawfully using its Process IPR.

## 6. Confidentiality

The provisions of the Non-Disclosure Agreement executed between the Parties in connection with the Program ("NDA") shall govern the exchange of information by the Parties hereunder.

## 7. Disclaimers, Waivers and Limitation of Liability

7.1 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, also on behalf of 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.

7.2 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 in connection therewith. Participant and its Releasing Parties hereby release, waive and forever discharge ST and its Released Parties from any and all liability for damage, loss, injury, expense and from any and every claim, demand, action or cause of action arising or resulting from 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 release, waive and forever discharge ST and its Released Parties from any and all liability for damage, loss, injury, expense and from any and every claim, demand, action or cause of action



arising or resulting from such evaluation of, reliance on, and implementation of such Input, by Participant.

7.3 Without limiting the generality of any other disclaimer and waiver above, Participant acknowledges and agrees that ST does not guarantee or warrant that Participant would be selected to participate in the Program or any phases of the Program. Participant acknowledges and agrees that the assessment of Participant's suitability to participate in the Program or any phases of 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. Neither Party guarantees the results and/or outcomes of the Program, nor its success or value to Participant, and neither Party shall be liable towards the other in connection with the success or failure of the POC anticipated by the POC SOW.

7.4 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 and its Affiliates' 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\$1.000,00 (one thousand U.S. Dollars).

## 8. Indemnification

8.1 Participant agrees to indemnify, defend and hold harmless ST and its Released Parties from any and all liability arising out of any third party's claims 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; and (ii) any acts or omissions of Participant under the Program.

## 9. Publicity

9.1 Participant may not make public statement or release any press release or publications with respect to the Program, without ST's prior written approval.

## 10. Term and Termination

10.1 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 unless earlier terminated in accordance with the provisions of this Section 10.

10.2 Unless otherwise set forth in a POC SOW, each Party may terminate this agreement for any reason, upon thirty (30) days prior written notice to the other Party. In addition, each Party may terminate this agreement upon fourteen (14) days' 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.

10.3 Upon termination pursuant to this Section 10, this agreement 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 these T&Cs 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 (Intellectual Property Rights Ownership and License; Feedback); 6 (Confidentiality); 7 (Disclaimers, Waivers and Limitation of Liability); 8 (Indemnification); 9 (Publicity), 10 (Term and Termination) and 11 (Miscellaneous).

#### 11. Miscellaneous

11.1 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.

11.2 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.

11.3 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.

11.4 Entire Agreement. Amendment. These T&Cs and the annexes (including without limitation the Impact Labs Agreements) 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. ST reserves the right to modify the terms of the Program at any time at its sole discretion. In such event, ST shall make reasonable 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.

11.5 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 by courier – on the day of delivery to the receiving Party.

11.6 Personal Data. Within the framework of the Program, if personal data must be exchanged for the purpose of processing such data, the Parties shall agree upon the terms and conditions related to the processing of such personal data for the purposes related to the performance of the Program and in accordance with applicable data privacy laws.

11.7 Sustainability. ST has a longstanding commitment to sustainability and desires to do business with entities who share in its core values. Sustainability includes topics ranging from protection of the environment and responsible sourcing, to promoting a culture of diversity, equity



and inclusion. ST issues an annual sustainability report detailing our on-going programs as well as a sustainability charter setting out our goals for the coming years, which report and charter can be accessed through our public website at [www.st.com](http://www.st.com) (see “Sustainability” link at bottom). Participant confirms that it too has active programs in place related to improving sustainability and that it supports sustainability initiatives.

11.8 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.

11.9 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.

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

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_