INFINEON'S MODEL TERMS OF USE

BY DOWNLOADING AND/OR USING THIS INFINEON MODEL ("MODEL"), THE USER (INCLUDING YOU) AGREES TO BE BOUND BY THE TERMS OF USE HERE STATED. IF USER DOES NOT AGREE TO ALL TERMS OF USE HERE STATED, USER SHALL NOT DOWNLOAD, USE OR COPY THE MODEL BUT IMMEDIATELY DELETE IT (TO THE EXTENT THAT IT WAS DOWNLOADED ALREADY).

1. SCOPE OF USE

1.1 Any use of this Model provided by Infineon Technologies AG is subject to these Terms of Use.

1.2 This Model, provided by Infineon, does not fully represent all of the specifications and operating characteristics of the product to which this Model relates.

1.3 This Model only describes the characteristics of a typical product. In all cases, the current data sheet information for a given product is the final design guideline and the only actual performance specification. Although this Model can be a useful tool to evaluate the product performance, it cannot simulate the exact product performance under all conditions and it is also not intended to replace bread-boarding for final verification.

2. IMPORTANT NOTICE

2.1 Infineon Technologies AG ("Infineon") is not and cannot be aware of the specific application of the Infineon's Model by User. However, Model may from time to time be used by User in potentially harmful and/or life-endangering applications such as traffic, logistic, medical, nuclear or military applications or in other applications where failure of the Model may predictably cause damage to persons' life or health or to property (hereinafter "Critical Applications").

2.2 User acknowledges that Infineon has not specifically designed or qualified the Model for Critical Applications that the Model may contain errors and bugs and that User is required to qualify the Model for Critical Applications pursuant to the applicable local quality, safety and legal requirements before permitting or giving access to any such use.

3. CONFIDENTIAL INFORMATION

User shall treat ideas, concepts and information incorporated in the Model, the documentation and the content of this Terms of Use (together hereinafter "Confidential Information") confidential, not disclose it to any third party unless otherwise agreed in writing between User and Infineon, not use it for any other purposes than using the Model for simulation and testing purposes only.

4. WARRANTY

4.1 User acknowledges that the Model is provided by Infineon under this Terms of Use is provided free of charge and "AS IS" without any warranty or liability of any kind and Infineon hereby expressly disclaims any warranties or representations, whether express, implied, statutory or otherwise, including but not limited to warranties of workmanship, merchantability, fitness for a particular purpose, defects in the Model, or non-infringement of third parties intellectual property rights.

4.2 Infineon reserves the right to make corrections, deletions, modifications, enhancements, improvements and other changes to the Model at any time or to move or discontinue any Model without notice.

5. LIABILITY

5.1 Nothing in this Terms of Use shall limit or exclude Infineon's liability under mandatory liability laws, for injuries to life, body or health, for fraudulent concealment of defects in the software, or in cases of Infineon's intentional misconduct or gross negligence.

5.2 Without prejudice to Sections 5.1, in cases of Infineon's slight negligent breach of obligations that restrict essential rights or duties arising from the nature of this Terms of Use in a way that there is a risk of non-achievement of the purpose of this Terms of Use or of an obligation whose observance

User regularly may trust in and whereas compliance with only makes proper execution of this Terms of Use possible, Infineon's liability shall be limited to the typically, foreseeable damage.

5.3 Without prejudice to Sections 8.1 and 8.2, Infineon's liability under this Agreement shall be excluded in all other cases.

6. EXPORT REGULATIONS

The User shall comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. The User also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Infineon, in violation of any applicable laws or regulations of the competent authorities. Further, the User shall neither use any products, information, software and technology offered by Infineon in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

7. TERMINATION OF USE PERMIT

If the User violates these Terms of Use, such User’s permit to use this Model terminates automatically. In addition, Infineon may terminate the User’s permit to use this Model at its discretion and at any time regardless of any violation of these Terms of Use. In any of the foregoing events, the User is obliged to immediately destroy any content that has been downloaded or printed from Infineon’s website.

8. MISCELLANEOUS

8.1 These Terms of Use are subject to the laws of the Federal Republic of Germany with the exception of the United Nations on Purchase Contracts on the International Sale of Goods dated April 11, 1980 (CISG). The exclusive place of jurisdiction is Munich, Germany.

8.2 Should any provision in these Terms of Use be or become invalid, the validity of all other provisions or agreements shall remain unaffected thereby.