

Terms and Conditions of Software Evaluation License

This Terms and Conditions of Software Evaluation License (“Agreement”) is legally binding contract between Renesas Electronics Corporation (“RENESAS”) and you.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTANDS THIS AGREEMENT. BY DOWNLOADING, INSTALLING OR USING THE PROGRAM PRODUCT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHALL EXIT WITHOUT DOWNLOADING THE PROGRAM PRODUCT. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT IT HAS THE AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, “YOU” WILL REFER TO THAT COMPANY OR LEGAL ENTITY.

IF YOU HAVE ENTERED INTO AN INDIVIDUAL LICENSE AGREEMENT WITH RENESAS WITH RESPECT TO R-CAR S4 EVALUATION SOFTWARE PACKAGE, THE INDIVIDUAL AGREEMENT SHALL REPLACE AND SUPERSEDE THIS AGREEMENT.

Section 1. (Definition)

As used herein, the following terms shall have the meanings set forth below:

- 1.1 “Program” means the computer program for the RENESAS LSI as set forth in Appendix A.
- 1.2 “Documentation” means the documentation relevant to the Program as set forth in Appendix A.
- 1.3 “Program Product(s)” means the Program and the Documentation, collectively.
- 1.4 “RENESAS LSI” means RENESAS semiconductor product as set forth in Appendix A.
- 1.5 “Reference Platform” means reference platform as listed in Appendix A, which shall incorporate the RENESAS LSI.
- 1.6 “Open Source Software” means each of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models; and (ii) any software that requires as a condition of use, modification and/or distribution that such software or other software incorporated into, derived from or distributed with such software: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

Section 2. (License Grant)

- 2.1 Subject to the terms and conditions set forth in this Agreement, RENESAS hereby grants to you a personal, non-exclusive, non-transferable, royalty-free, with no rights to sublicense to others, for the sole purpose of internally evaluating the function of the Program Product on the Reference Platform:
 - (i) to use and copy the Program;
 - (ii) to modify the source code portion of the Program and compile into the object code; and
 - (iii) to develop the demonstration environment incorporating the Program on the Reference Platform (“Demo Environment”);

(iv) to display the Demo Environment on the occasion of exhibitions and

(v) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (i) through (iii) above.

- 2.2 You may delegate any portion of the activities permitted under Section 2.1 above to a third party (“Subcontractor”) subject to prior written consent (including consent by e-mail) of RENESAS, provided that you shall impose on such Subcontractor the same obligations and restrictions contained in this Agreement and shall remain responsible for such Subcontractor’s compliance with such obligations and restrictions.
- 2.3 You shall not reverse engineer, reverse compile or disassemble the object code portion of the Program.
- 2.4 You shall not sublicense, rent, assign, transfer or otherwise dispose of the Program Products and its license to any third party.
- 2.5 You shall not alter, remove or delete, and shall reproduce any copyright, patent or other proprietary rights notice or markings contained on or within the Program Products.
- 2.6 In addition to the license terms and conditions set forth herein, you agree to comply with the additional license terms and conditions set forth in Appendix B corresponding to the Program Product identified in Appendix A.
- 2.7 In the case that you use the Program Products with any Open Source Software, you acknowledge and agree that you shall continue to be bound by the terms and conditions set forth herein for use of the Program Products. You shall take all necessary measures to avoid the application of the terms and conditions of Open Source Software to the Program Products.
- 2.8 Except as expressly provided herein, no rights or licenses shall be granted to you in connection with the Program Products.

Section 3. (Ownership)

- 3.1 Nothing contained herein shall transfer or be deemed to transfer to you any title, interest or intellectual property rights in Program Products, which shall remain an exclusive property of RENESAS and/or licensor(s) of RENESAS.
- 3.2 The title, interest or intellectual property rights in the modification of the Program created by or for you hereunder shall be owned by you, subject to the underlying title, interest and/or intellectual property rights in Program Products retained by RENESAS and/or licensor(s) of RENESAS in accordance with Section 3.1 above.

Section 4. (Confidentiality)

- 4.1 You hereby agree that it shall treat the Program Products and related information (collectively as “Confidential Information”) furnished by RENESAS to you hereunder as strictly confidential, and shall neither disclose or divulge it, directly or indirectly, to any third party nor use such Confidential Information for any purpose other than the purpose of this Agreement. You further agree that it shall restrict the access to Confidential Information only to its employees who have confidentiality obligations and have a need to know such Confidential Information for the purpose of this Agreement.
- 4.2 Notwithstanding Section 4.1 above, you may disclose Confidential Information to Subcontractor to the extent reasonably necessary for the purpose permitted under Section 2.2 above and in such event, you shall enter into a written non-disclosure agreement with each such third party in advance that contains confidentiality and restricted use obligations at least as protective as those contained herein.

Section 5. (Warranty Disclaimer)

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE PROGRAM PRODUCTS ARE PROVIDED "AS IS". RENESAS AND/OR ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), IN WHOLE OR IN PART WITH RESPECT TO THE PROGRAM PRODUCTS WHICH MAY BE PROVIDED BY RENESAS TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT RENESAS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING OR WARRANTY THAT THE USE OF THE PROGRAM PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS AND ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY YOU OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF PROGRAM PRODUCTS PROVIDED BY RENESAS TO YOU.

Section 6. (Limitation of Liability)

WITHOUT LIMITING ANY OTHER PROVISIONS IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS BE LIABLE TO YOU (OR ANY PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR ANY OTHER ECONOMIC DAMAGE, PROPERTY DAMAGE, OR PERSONAL INJURY WHETHER BASED ON BREACH OF ANY TERM OF THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER RENESAS WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

Section 7. (Export Control)

You represents and warrants that you shall not use the Program Products for the purposes of disturbing international peace and security, including (i) the design, development, production, stockpiling or use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles, (ii) other military activities, or (iii) any use supporting these activities. You also represents and warrants that you shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Program Products to any third party, whether directly or indirectly, with knowledge or reason to know that the third party or any other party will engage in the activities described above. Furthermore, you represent and warrant that you shall not directly or indirectly, export, re-export, transship or otherwise transfer the Program Products in violation of any applicable export control laws or regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or their transactions.

Section 8. (Term and Termination)

- 8.1 This Agreement shall continue in force for one (1) year from the date you agreed to the terms and conditions of this Agreement unless sooner terminated pursuant to Section 8.2.
- 8.2 RENESAS may immediately terminate this Agreement by giving a written notice of termination to you:

- (i) if you defaults in any of the provisions of this Agreement and does not remedy the default within one (1) month after a written notice is given requesting to remedy the default;
- (ii) if you becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against you, or a receiver is appointed with respect to any of the assets of you, or liquidation proceeding is commenced by or against you or if in the opinion of the RENESAS you do any act which prejudices its rights; or
- (iii) if there is a change of control of you.

8.3 In the event that this Agreement is terminated pursuant to Section 8.1 or 8.2 above, you shall promptly take the following steps;

- (i) You shall destroy the Program Products and any information regarding the Program Products provided by RENESAS pursuant to this Agreement. You also shall not use or provide the Program Products and such information to any third party.
- (ii) You shall promptly submit a certificate of such destruction to RENESAS.

Section 9. (Survival)

The parties agree that the rights and obligations set forth in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 3 through 7, 8.3, and 9 through 13 shall survive the termination of this Agreement by any reason including Section 8 of this Agreement.

Section 10. (Separability)

If any part of this Agreement is found to be illegal or unenforceable, then such illegal or unenforceable part will be stricken, but the remainder of this Agreement will continue in full force and effect.

Section 11. (Governing Law)

This Agreement shall be governed by the laws of the state of California. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Santa Clara, California and shall be conducted in the English language. The arbitration award shall be final and binding upon the parties hereto and shall not be subject to appeal to court; and judgment on the award may be entered in any court having jurisdiction thereof.

Section 12. (Assignment)

Except as expressly provided herein, you shall not assign any rights, or subcontract or otherwise delegate any duties, under this Agreement to any third party without the prior written consent of RENESAS. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

Section 13. (Entire Agreement)

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Any change, modification or amendment of the terms of this Agreement shall not be effective unless reduced to writing and authorized by RENESAS.

Appendix A

1. Program

Description	Part number	Specified additional license terms
ICUMX IPL for R-Car Gen4	RTM8RC4000ZLPL0S00J PZ0E	
R-Car S4 ICUMHB Firmware	RTM8RC779FZEIHBD00 JPZ0E	
R-Car S4 ICUMXB Firmware	RTM8RC779FZEIXBD00 JPZ0E	
R-Car S4 AES ACC Library	RTM8RC779FZESEDD00 JP4E	
R-Car S4 SHIP-S Library	RTM8RC779FZETS0Q00 JPL3E	
ICCOM for Linux	RTM8RC0000ZCCCMD0 0JPL3E	
ICCOM for QNX	RTM8RC0000ZCCCMD0 0JPQ4E	
OSAL for Linux Reference	RTM8RC0000ZSAL3S00J PL3E	
OSAL for QNX ASIL D	RTM8RC0000ZSAL3D00 JPQ4E	

2. Documentation

Technical documentation for the Program as stated above

3. RENESAS LSI

R8A779F0LA80BG (R-Car S4-8)

4. Reference Platform

R-CarS4 System Evaluation Board Set(Spider)