



COMMERCIAL LICENSE AGREEMENT FOR RZ/V2M ISP SUPPORT PACKAGE

This Commercial License Agreement for RZ/V2M ISP Support Package (this “**Agreement**”) is entered into and made effective as of the Effective Date, by and between:

“Renesas”

Renesas Electronics Corporation, a Japanese corporation having a principal place of business at 2-24, 3chome, Toyosu, Koto-ku, Tokyo 135-0061, Japan; and

“LICENSEE”

Both the individual installing the Licensed Software and the company or other legal entity on behalf of which such individual is acting.

IT IS IMPORTANT THAT LICENSEE READS CAREFULLY AND UNDERSTANDS THIS AGREEMENT.

BY CLICKING THE “I ACCEPT” BUTTON LOCATED ON THIS PAGE OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE SOFTWARE, (I) LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT AND (II) A CONTRACT WILL BE FORMED BETWEEN LICENSEE AND RENESAS CONSISTING OF THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, LICENSEE SHALL EXIT WITHOUT DOWNLOADING THE SOFTWARE. IF LICENSEE IS ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, “LICENSEE” SHALL ALSO REFER TO THAT COMPANY OR LEGAL ENTITY.

SECTION 1. (DEFINITIONS)

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

- 1.1 “Documentation” means the Specification of the Licensed Software. Documentation will be provided as a part of the Licensed Software as identified in Exhibit B.
- 1.2 “End Product” means any of LICENSEE ’s components, products, devices, or systems that are manufactured by or on behalf of the LICENSEE and that operate, incorporate, integrate, or embed Products and the Licensed Software.
- 1.3 “Effective Date” means the date on which this Agreement become effective.
- 1.4 “Licensed Software” means the software identified in Exhibit B, and any updates provided by Renesas. License Software excluding the tool program and Documentation shall be referred to as “Licensed Program”

- 1.5 “Products” means the Renesas products set forth in Exhibit B.
- 1.6 "Open Source Software" means a software (including, but not limited to, GPL (GNU general public license)) which, as a condition of use of the software, a person who performs certain act (such as distribution or utilization of the software to a third party, including derivative software) is required to disclose the source code of the software to the third party. In this item, "third party" includes any and all person who has been disclosed or distributed, directly or indirectly, from a person who discloses or distributes the software.
- 1.7 “Support Period” means the period of twelve (12) months following the Effective Date.

SECTION 2. (LIMITED LICENSE)

- 2.1 Subject to the terms and conditions set forth herein, during the term of this Agreement, Renesas grants to LICENSEE a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and royalty-free rights:
- (1) to use, copy and modify the Licensed Program solely to design and develop an product to be incorporated, integrated, or embedded to an End Product;;
 - (2) to convert the Licensed Program (including the modified Licensed Program) into an executable format, duplicate, incorporate and use with the Product, and to distribute the Licensed Program incorporated on the End Product to Customer (defined below) subject to the terms and conditions stated in Section 3.5;
 - (3) to duplicate and distribute the Licensed Program (only in object code format) to LICENSEE’s development base or Customer through public transmission (including automatic public transmission) or by recorded media, for the purpose of update of the Licensed Program incorporated in the End Product subject to the terms and conditions stated in Section 3.5;
 - (4) to duplicate and distribute the the Licensed Program (including the modified Licensed Software) and the tool program of the Licensed Software to Customer only to the extent necessary for the purpose of Customer to evaluate the End Product, subject to the terms and conditions stated in Section 3.5
 - (5) to use and copy the tool program in the Licensed Software for the purpose to exercise the license granted in each item above.
 - (6) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in each item above.
- 2.2 LICENSEE shall obtain a prior consent by writing or email from Renesas to subcontract its rights granted under Section 2.1 to a third party that assists or supports LICENSEE in the development of End Products (hereinafter referred to as "Contractor") , LICENSEE shall cause the Contractor to comply with all the terms and conditions in this Agreement and shall be fully liable for any acts or omissions of the Contractor (including with respect to any breach of Section 9 of this Agreement) to the same extent as if such acts or omissions were performed by LICENSEE.

SECTION 3. (LICENSEE’S OBLIGATION)

- 3.1 LICENSEE shall not reverse engineer, disassemble, decompile or otherwise analyze the Licensed Software in the object code format.
- 3.2 LICENSEE shall attach the same copyright, trademark or other proprietary notices in the Licensed Software on and into its copies, and shall not erase, rewrite, remove or alter any such copyrights or indications.
- 3.3 LICENSEE shall comply with any additional provisions for the use of the Licensed Software attached to the Exhibit to this Agreement. In the event of a conflict between the additional provisions and other terms in the Agreement, the terms in the additional provisions shall prevail. If LICENSEE is required to obtain licenses from a third party to use the technology owned by such third party incorporated in the Licensed Software, LICENSEE shall obtain and maintain such licenses during the term of this Agreement and comply with any applicable terms and conditions between the third party licensor for such licenses (such technologies owned by the third party is referred to as "Specific Technology".)
- 3.4 LICENSEE acknowledges and agrees that the Licensed Software may contain certain Open Source Software subject to the terms and conditions of the applicable open source licenses. LICENSEE acknowledges and agrees that LICENSEE's use of such Open Source Software is governed by the applicable open source license terms and that, subject to applicable law, Renesas has no obligation or liability with respect to such Open Source Software under this Agreement. In addition, LICENSEE will not (and will not permit any third party to) use any Open Source Software in a manner that would require the Licensed Software (or any portion thereof) to be distributed or made available free of charge, in source code form, or under any open source license terms. To the extent that any of the terms and conditions of this Agreement that govern LICENSEE's use of the Licensed Software conflict with, or are in addition to, the terms and conditions of any Open Source Software, the conflicting or additional terms and conditions will not apply to such Open Source Software and the terms and conditions of the applicable Open Source Software will take precedence.
- 3.5 Subject to Section 2.1, LICENSEE may provide the Licensed Software to its customer (hereinafter referred to as "Customer"), provided that LICENSEE shall cause the Customer to comply with all the terms and conditions of this Agreement and shall be fully liable for any acts or omissions of the Customer (including but not limited to with respect to any breach of Section 3.1 and Section 9 of this Agreement) to the same extent as if such acts or omissions were performed by LICENSEE.
- 3.6 LICENSEE shall not use, copy or duplicate, modify, distribute, sub-license or in any other manner dispose the Licensed Software unless expressly permitted under this Agreement.

SECTION 4. (OWNERSHIP)

- 4.1 Renesas and its licensors will own all right, title and interest in and to the Licensed Software and any derivative works thereof, including all intellectual property rights thereto, subject only to the limited license set forth in this Agreement. LICENSEE

shall not acquire or own any other rights, express or implied, in the Licensed Software other than those rights expressly granted under this Agreement.

- 4.2 Unless explicitly stated in this Agreement, LICENSEE shall retain the intellectual property rights in and to the modified part of the Licensed Software made by LICENSEE under Section 2.1 (1), provided however, when requested, LICENSEE shall disclose such modified part to Renesas and grant a non-exclusive, transferrable, sublicensable through multiple tiers, royalty-free, worldwide, perpetual, and irrevocable license to use, in any manner for any purpose, the modified part. All right, title and interest, including copyright and any other intellectual property rights, on the Licensed Software provided by Renesas shall be retained by Renesas or its licensor.

SECTION 5. (SPECIFIC TECHNOLOGY)

- 5.1 LICENSEE specifically acknowledges and agrees that LICENSEE shall not be hereby granted any rights or licenses with respect to the Specific Technology other than those expressly granted under this Agreement. RENESAS disclaims any and all kind of warranty in connection with the Specific Technology, including without limitation any warranties of merchantability, fitness for a particular purpose and non-infringement.
- 5.2 LICENSEE agrees and warrants that LICENSEE shall defend, indemnify and hold RENESAS harmless from any claims in connection with Specific Technology arising from LICENSEE's default of its obligations under this Agreement.

SECTION 6. (DELIVERY)

Renesas shall provide Licensee with the Licensed Software via electronic means.

SECTION 7. (SUPPORT)

If, during the Support Period, Licensee finds that the Licensed Software does not conform to the written specifications in the Documentation ("non-Conformance"), Renesas will, at its option acting in its sole discretion, either repair the Licensed Software or provide an available replacement software for the Licensed Software during the Support Period, provided that all of the following conditions have been satisfied: (a) Licensee promptly notifies Renesas of any non-Conformance upon discovery of such non-Conformance (but in no event later than ten (10) days following the end of the Support Period); (b) Licensee provides sufficient information about any alleged non-Conformance to allow Renesas to determine the existence and cause of such alleged non-Conformance; and (c) Renesas determines that the alleged non-Conformance was not caused by misuse, abuse, vandalism, neglect, improper operation or installation, unauthorized modification or alteration, accident or damage due to causes not within the control of Renesas or its distributor, or equipment or other devices not provided to Licensee by Renesas or its distributor in its capacity as such. Without limiting Section 2.1, Renesas will have no obligations under this Section 7 for Licensed Software that Licensee has modified in any way. THIS SUPPORT SERVICE IS EXTENDED TO LICENSEE ONLY AND (WITHOUT LIMITING SECTION 2) IS NOT TRANSFERABLE TO SUBSEQUENT USERS OF THE PROGRAM. THIS SECTION 7 STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMANCE, AND RENESAS WILL HAVE NO LIABILITY TO LICENSEE WITH RESPECT THERETO.

SECTION 8. (REPRESENTATIONS & WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION)

- 8.1 Each party represents, warrants and covenants to the other party that: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, if applicable; and (b) the individual signing this Agreement has the power, authority and legal right to enter into this Agreement on behalf of LICENSEE; and (c) this Agreement, when executed and delivered by the representing and warranting party in accordance with the terms of this Agreement, will be the legal, valid, and binding obligation of such party, and enforceable in accordance with its terms.
- 8.2 THE LICENSED SOFTWARE IS PROVIDED “AS IS” AND RENESAS MAKES NO, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Except as otherwise prohibited by applicable law, Renesas does not warrant that the operation of the Licensed Software will be uninterrupted or error-free.
- 8.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT WILL RENESAS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS, CUSTOMERS, USE, PROFITS, REVENUE, SAVINGS OR DATA, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY LICENSEE OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND EVEN IF RENESAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE; AND (B) IN NO EVENT WILL RENESAS’ AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE LICENSED SOFTWARE OR OTHER SUBJECT MATTER HEREOF EXCEED ZERO DOLLARS (\$0). The parties acknowledge that the limitations of liability in this Section 8.3 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Renesas would not have entered into this Agreement.
- 8.4 LICENSEE shall indemnify, defend, and hold harmless Renesas and its affiliates and its and their officers, directors, shareholders, employees, agents, licensors, distributors and suppliers from and against any and all claims, demands, actions, losses, liabilities, settlements, expenses (including without limitation attorneys’ fees and other costs of litigation), and causes of action arising out of or relating to LICENSEE’s use or misuse of the Licensed Software or LICENSEE’s breach or alleged breach of this Agreement.

SECTION 9. (CONFIDENTIALITY)

- 9.1 “**Confidential Information**” means any non-public information in written, oral, graphic, electronic, or machine-readable form which is furnished by Renesas and which is marked as confidential or proprietary or provided under circumstances reasonably indicating it is confidential or proprietary. Without limiting the generality of the foregoing, Confidential Information shall include the Licensed Software.
- 9.2 LICENSEE shall maintain the Confidential Information in confidence and use the Confidential Information only as required to exercise LICENSEE’s rights or perform LICENSEE’s obligations under this Agreement. Without limiting the generality of the foregoing, LICENSEE agrees (a) to instruct and contractually require all of its employees and Contractors who have access to the Confidential Information to maintain the confidentiality thereof in a manner consistent with this Agreement, (b) to exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as LICENSEE would exercise to safeguard its own confidential and/or proprietary information, and (c) to disclose the Confidential Information only to those of its employees and Contractors that have a “need to know” such Confidential Information for the purposes of this Agreement and who are bound by obligations of confidentiality no less restrictive than those in this Section.
- 9.3 Notwithstanding the foregoing, the restrictions on use and disclosure will not apply to any information which, LICENSEE can clearly demonstrate by its contemporaneous written records, (a) is or becomes publicly known through no act of LICENSEE, its employees, or its Contractors; (b) LICENSEE rightfully received from a third party that owes no obligations of confidentiality in respect thereof; (c) was already known to LICENSEE prior to the time of disclosure; (d) is independently developed by LICENSEE without reference to or use of the Confidential Information; or (e) Renesas consents to disclosure by prior written approval.
- 9.4 If LICENSEE is requested or required by any legal or investigative process to disclose any Confidential Information, LICENSEE will provide Renesas with prompt prior notice of each such request and the information requested and cooperate with Renesas to seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, LICENSEE will disclose only such information that Renesas and LICENSEE agree that LICENSEE is legally required to disclose.
- 9.5 Licensee shall keep and maintain complete and accurate books, records and accounts relating to this Agreement and shall implement such internal controls as are reasonably required to verify continuing full compliance with this Agreement. Renesas shall have the right, from time to time, to audit, or have an independent auditor audit Licensee to verify Licensee’s compliance with the terms and conditions of this Agreement. Any such audit shall be at Renesas’ expense; provided that if such audit reveals non-compliance with Section 2 or Section 3 of this Agreement, or any other material breach of this Agreement, Licensee shall promptly pay to Renesas all costs and expenses of such audit.

SECTION 10. (COMPLIANCE WITH EXPORT CONTROL)

LICENSEE represents, warrants, and covenants that LICENSEE will not use the Licensed Software 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) the other military activities, or (iii) any use supporting these activities. LICENSEE further represents, warrants, and covenants that LICENSEE shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Licensed Software 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. LICENSEE further represents, warrants, and covenant that LICENSEE will comply fully with all relevant export laws and regulations (collectively "Export Controls"). Without limiting the generality of the foregoing, LICENSEE will not, and LICENSEE will require LICENSEE's representatives not to, export, direct or transfer the Licensed Software, or any direct product thereof, to or use the Licensed Software in any destination, person or entity restricted or prohibited by the Export Controls. LICENSEE represents and warrants that LICENSEE is not such a person and is not located in, under the control of, or a national or resident of any such destination or entity.

SECTION 11. (ELIMINATION OF ANTISOCIAL FORCES)

Renesas may terminate this Agreement at any time without any prior notification in the event that LICENSEE's affiliates, employees, directors or officers are found to: (a) belong to, or be otherwise involved in, organized crime groups, racketeers or any other entity related to organized crime group ("**Anti-Social Forces**"); (b) provide funds, or provide services, to any Anti-Social Forces; (c) have any other relationship with any Anti-Social Forces; or (d) use threatening behavior or violence in business transactions, disseminate false information, employ fraudulent means or methods that obstruct the business operations of Renesas, or use any other behavior that is similar to these actions. Where this Agreement is terminated for a reason set out in this provision, Renesas is not responsible for any losses or damages suffered by you as a result of such termination.

SECTION 12. (TERMINATION)

In the event of a material breach by either party of this Agreement, the non-breaching party may immediately terminate this Agreement. Notwithstanding anything herein to the contrary, in the event LICENSEE breaches any provision in Section 2, Section 3 or Section 9 of this Agreement, or if LICENSEE takes any action in derogation of Renesas' rights in and to the Licensed Software, Renesas may immediately terminate this Agreement.

SECTION 13. (TERM)

This Agreement will commence on the Effective Date and continue to be effect for a period of one year, and thereafter shall be automatically extended on a year-to-year basis unless or until either party gives the other a written notice of termination at least three (3) months prior to the expiration date of the original or each extended period of this Agreement..

SECTION 14. (EFFECTS OF TERMINATION)

Upon any termination of this Agreement, the license and rights granted to LICENSEE under this Agreement will terminate, LICENSEE will cease all use of the Licensed Software, and LICENSEE will destroy all copies of the Licensed Software, any other Confidential Information, and all related materials in LICENSEE's possession or control, and, at Renesas' request, so certify to Renesas. The following Sections will survive any termination of this Agreement: Section 3, 4, 5, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27.

SECTION 15. (ASSIGNMENT)

LICENSEE may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by merger, change of control, operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Renesas. Any purported assignment, transfer or delegation by LICENSEE will be null and void. Renesas may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

SECTION 16. (REMEDIES)

The rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by applicable law or at equity.

SECTION 17. (EQUITABLE RELIEF)

LICENSEE recognizes that the covenants contained in Section 2 and Section 3 hereof are reasonable and necessary to protect the legitimate interests of Renesas, that Renesas would not have entered into this Agreement in the absence of such covenants, and that LICENSEE's breach or threatened breach of such covenants shall cause Renesas irreparable harm and significant injury, the amount of which shall be extremely difficult to estimate and ascertain, thus, making any remedy at law or in damages inadequate. Therefore, LICENSEE agrees that Renesas shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief Renesas deems appropriate, without the necessity of posting of any bond or security. This right shall be in addition to any other remedy available to Renesas in law or equity.

SECTION 18. (WAIVER)

None of the conditions of this Agreement will be considered waived unless such waiver is in writing and signed by the waiving party. No such waiver will be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

SECTION 19. (PARTIAL INVALIDITY)

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity.

SECTION 20. (NOTICE)

Any written notices to be given hereunder by either party will be deemed effective upon personal delivery or upon mailing the notice to the party and in the case of Licensee, e-mail address provided to Renesas in connection with Licensee's acceptance of the terms of this Agreement.

SECTION 21. (RELATIONSHIP OF PARTIES)

Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

SECTION 22. (GOVERNMENT RIGHTS)

If LICENSEE is, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Licensed Software is “commercial computer software” and “commercial computer software documentation,” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Licensed Software are governed by the terms of this Agreement.

SECTION 23. (GOVERNING LAW AND JURISDICTION)

This Agreement will be governed by and construed in accordance with the laws of Japan without giving effect to any choice of law rule that would cause the application of the laws of any other country. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled under the Commercial Arbitration Rules of the Japan Commercial Arbitration Association in accordance with those rules. The arbitration shall take place in Tokyo, Japan and proceedings will be in the English language. The arbitration award shall be final and binding upon the parties. Any proceedings or awards resulting from arbitration hereunder shall be confidential information; provided, however, that a party shall not be precluded from obtaining enforcement of an award by a court of competent jurisdiction. Notwithstanding anything to the contrary above and irrespective of the tribunal’s powers to order interim or conservatory measures, either party may bring court proceedings in any court having jurisdiction to seek an injunction, specific performance, or other equitable relief to enforce any right or obligation under this Agreement. The parties agree that no bond need be posted to obtain injunctive or equitable relief, but if required by law or the court, the parties consent to a bond in the lowest amount permitted by law.

SECTION 24. (EXCLUSION OF TERMS)

The parties hereby acknowledge and agree that any provisions of any law adopting exactly or in modified form the Uniform Computer Information Transactions Act (“UCITA”) will not be applicable to this Agreement. Furthermore, both parties waive any and all rights arising from any such law. The provisions of the United Nations Convention on the International Sale of Goods will not apply.

SECTION 25. (INTERPRETATION)

The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular. Unless otherwise specifically stated, references to Sections refer to sections in the main body of this Agreement and the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to

any particular section or paragraph. The words “include,” “includes,” “including” and derivative forms of them will be deemed followed by the phrase “without limitation” regardless of whether such phrase appears there (and with no implication being drawn from its inconsistent inclusion or non-inclusion). Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This Agreement will not be construed against any party by reason of its preparation.

SECTION 26. (DISCUSSION)

LICENSEE or Renesas shall discuss and resolve in good faith any doubts that arise of regarding matters not stipulated in this Agreement or the interpretation of the provisions of this Agreement.

SECTION 27. (ENTIRE AGREEMENT AND AMENDMENT)

- 27.1 This Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and supersedes all previous agreements, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.
- 27.2 Any change, modification or amendment of the terms of this Agreement or any waiver of any rights and obligations of the parties hereto shall not be effective unless agreed in writing and signed by both parties hereto.

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EXHIBIT A

LICENSEE may be required to obtain license for the use of the below Specific Technologies from relevant parties.

In such case, LICENSEE shall properly obtain the applicable licenses for the Specific Technologies and shall maintain the validity of all such licenses through the period LICENSEE continue to manufacture, sell or use the End Product using the Licensed Software or Product, or in other way using the Licensed Software or Product. In addition, if LICENSEE manufactures or supplies any products which uses the Licensed Software or Product to sell under any other third party's trademark (OEM supply), LICENSEE shall inform such third party that they may be required to obtain licenses to use the Specific Technology.

Name of Specific Technology	License Condition
HDMI	The license from HDMI Licensing Administrator, Inc.
SD	The License from SD Card Association
H.264	The License from MPEG-LA
H.265	The License from MPEG-LA, HEVC Advance LLC, InterDigital, Inc. and Velos Media, LLC

Remark ; This table shows the Specific Technologies as of the date of this Agreement.

EXHIBIT B

1. Product

RZ/V2M (R9A09G011GBG#xCC)

2. Deliverables from Renesas

No.	Licensed Software
(1)	Firmware that controls ISP
(2)	Release Note
(3)	Patch for RZ/V2M Linux Package for ISP control
(4)	ISP Control SW Specifications
(5)	Image Quality Tuning Tool
(6)	Image Quality Tuning Tool Application note