



THE LICENSE TERMS AND CONDITIONS FOR USING R-Car Series Evaluation Software Package for Linux

These license terms and conditions ("Agreement") are legally binding contract between Renesas Electronics Corporation ("Renesas") and you. Before you start using Renesas Deliverables (defined below), please read this Agreement carefully. This Agreement applies to the R-Car Series Evaluation Software Package for Linux software described in the definition of Renesas Deliverables below.

For more information about R-Car Series Evaluation Software Package for Linux, please visit;

<http://elinux.org/R-Car>

By using the Renesas Deliverables, you accept all terms and conditions of this Agreement. If you do not accept any term and condition of this Agreement, do not use the Renesas Deliverables. And you shall uninstall and/or destroy the Renesas Deliverables. If you already have a valid written license agreement with Renesas granting you a license to use of the Renesas Deliverables, that agreement supersedes this Agreement and governs your use of them.

1. Definitions

1.1 "Renesas Deliverables" means codec files and associated drivers for Renesas SoC products ("Software") including related documentation ("Documentation").

1.2 "Reference Platform" means Reference Platform for Renesas SoC products listed below.

(i) R-CarH3 System Evaluation Board

(ii) R-Car Starter Kit Premier

1.3 "Excluded License" means any license that requires as a condition of use, modification and/or distribution of software subject to that license, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

2. License

2.1 As long as you comply with this Agreement, Renesas grants to you a non-exclusive, royalty-free, personal, non-transferable and non-assignable license to:

(i) use and copy the Software;

(ii) modify the source code portion of the Software and compile such source code portion to the object code;

(iii) build runtime image incorporating Software and run it on any of the Reference Platform; and

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

3. Restrictions on using the Renesas Deliverables

3.1 Unless expressly allowed under this Agreement, you shall not:

(i) reverse engineer, reverse compile or disassemble the object code portion of the Renesas Deliverables;

(ii) alter, remove or delete any copyright, patent or other proprietary rights notice or markings contained on or within the Renesas Deliverables;

(iii) disclose or distribute the Renesas Deliverables to any third party;

- (iv) leave the Renesas Deliverables vulnerable to being copied or downloaded by any third party; or
- (v) modify or incorporate the Renesas Deliverables to become subject to any of Excluded License.

3.2 In addition to the restrictions above, you shall acknowledge and agree the following on use of OpenCL and OpenGL ES library.

- (i) You acknowledge that Imagination Technologies Limited ("IMG") has certain intellectual property rights in the OpenCL and OpenGL ES software for PowerVR GPU core and the Renesas Deliverables provided by Renesas hereunder includes certain intellectual property rights owned by IMG.
- (ii) You acknowledge that IMG is a third party beneficiary to this Agreement and as such IMG shall be entitled to bring an action against you for any breaches of this Agreement which cause damage to IMG.

4. NO WARRANTY

The Renesas Deliverables is being delivered to you "AS IS" and Renesas, whether explicitly or implicitly makes no warranty as to its use or performance. RENESAS AND ITS LICENSOR(S) DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE RENESAS DELIVERABLES, AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL RENESAS AND ITS LICENSOR(S) BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF RENESAS OR ITS SUPPLIER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.

6. Export Control

You shall represents and warrants that you shall not use the Renesas Deliverables 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. You shall also represent and warrant that you shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the 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. Furthermore, you shall represent and warrant that you shall not directly or indirectly, export, re-export, transship or otherwise transfer the Renesas Deliverables 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.

7. Term

This Agreement is effective until it is terminated. This Agreement will terminate automatically if you fail to comply with any terms and conditions provided herein. You may also terminate this Agreement at any time by uninstalling and destroying the Renesas Deliverables. Upon termination of this Agreement, you shall stop all use of the Renesas Deliverables and destroy the Renesas Deliverables and/or all portions thereof and notify so to Renesas. However, the provisions Section 3 through 9 of this Agreement shall survive any termination hereof.

8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of Japan. The Tokyo District Court in Japan shall have exclusive jurisdiction for the first-instance trial to settle any dispute which may arise out of, under, or in connection with this Agreement.

9. General Provisions

9.1 Severability

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

9.2 Modification

This Agreement may only be modified by a writing signed by an authorized officer of you and Renesas.

9.3 No Waiver

The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.

9.4 Elimination of Anti-Social Forces

Renesas may terminate this Agreement at any time without any prior notification in the event that your 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.

9.5 Entire Agreement

This is the entire agreement between Renesas and you relating to the Renesas Deliverables and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Renesas Deliverables.