

## **COMMERCIAL LICENSE AGREEMENT**

This Commercial License Agreement (this “Agreement”) is entered into and made effective as of the Effective Date, by and between:

“RENEASAS”

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 downloading, installing, accessing or otherwise copying or using all or any portion of 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 DOWNLOADING, INSTALLING, ACCESSING OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE SOFTWARE, OR CLICKING THE “ACCEPT AND DOWNLOAD” BUTTON LOCATED ON THIS PAGE, AS APPLICABLE, (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 NOT DOWNLOAD, INSTALL, ACCESS OR OTHERWISE COPY OR USE ANY PORTION OF THE SOFTWARE, OR EXIT WITHOUT CLICKING THE BUTTON, AS APPLICABLE. 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 THAT COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, “LICENSEE” WILL 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 User’s Manual for installation and use of the Licensed Software identified in Exhibit A.
- 1.2 “Effective Date” means the date on which LICENSEE download, install, access or otherwise copy or use any portion of Licensed Technology, or click the “accept and download” button, as applicable, and this Agreement become effective.

- 1.3 “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, those set forth in Exhibit A
- 1.4 “Licensed Software” means the software identified in Exhibit A (including its copies).
- 1.5 “Licensed Technology” means the Licensed Software and Documentation, collectively.
- 1.6 “Products” means the Renesas products set forth in Exhibit A.
- 1.7 "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.

## **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 install, use, copy and modify the Licensed Software on its computer;
  - (2) to compile the Licensed Software (including the modified Licensed Software) to object code format,
  - (3) to incorporate the Licensed Software in object code format to End Product, and distribute the Licensed Program incorporated to the End Product to its customers; and
  - (4) to use, store, display, copy, print or translate the Documentation only to the extent reasonably necessary to exercise the rights granted in Subsections (1) through (3) above.
- 2.2 LICENSEE may exercise the rights set forth in the preceding Section 2.1 only for the purpose of using the Licensed Software in the End Product. For clarity, LICENSEE may not use the Licensed Software on any device or product other than the Product set forth in Exhibit A.
- 2.3 LICENSEE shall obtain a prior written consent from Renesas to subcontract its rights granted under Section 2.1 and 2.2 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 by the Contractor (including with respect to any breach of Section 7 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 Technology.

- 3.2 LICENSEE shall attach the same copyright, trademark or other proprietary notices in the Licensed Technology on and into its copies, and shall not erase, rewrite, remove or alter any such copyrights or indications.
- 3.3 LICENSEE acknowledges and agrees that the Licensed Technology 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 Technology (or any portion thereof) to be distributed or made available free of charge, in any 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 Technology 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.
- 3.4 LICENSEE shall not sub-license, rent, assign, transfer or otherwise dispose the End Products to any third party.
- 3.5 LICENSEE shall not use, copy or duplicate, modify, distribute, sub-license or in any other manner dispose the Licensed Technology unless expressly permitted under this Agreement.

**SECTION 4. (OWNERSHIP)**

Renesas and its licensors will own all right, title and interest in and to the Licensed Technology 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 Technology other than those rights expressly granted under this Agreement.

**SECTION 5. (DELIVERY)**

- 5.1 Renesas shall deliver the Licensed Technology to LICENSEE in a manner separately agreed with LICENSEE.

**SECTION 6. (REPRESENTATIONS & WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION)**

- 6.1 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.

- 6.2 THE LICENSED TECHNOLOGY ARE PROVIDED “AS IS” AND RENASAS 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 Technology will be uninterrupted or error-free.
- 6.3 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 RENASAS 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 RENASAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE; AND (B) IN NO EVENT WILL RENASAS’ AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE LICENSED SOFTWARE, THE DOCUMENTATIONS OR OTHER SUBJECT MATTER HEREOF EXCEED ZERO DOLLARS (\$0). The parties acknowledge that the limitations of liability in this Section 6.3 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.
- 6.4 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 Technology or LICENSEE’s breach or alleged breach of this Agreement.

**SECTION 7. (CONFIDENTIALITY)**

- 7.1 LICENSEE shall, during the period of this Agreement and thereafter, maintain in strict confidence:
- (1) any part of Licensed Program and Documentation; and
  - (2) any technical, commercial or other information disclosed by Renesas which is (i) if disclosed by Renesas in writing or other tangible form, marked “confidential” or in a similar manner, or (ii) if disclosed by Renesas in oral or other intangible form, clearly

identified by Renesas as confidential at the time of disclosure and is summarized in writing marked “confidential” or in a similar manner and provided to LICENSEE within thirty (30) days after the disclosure (“Confidential Information”);

and shall not disclose any of the same except to (i) employees of LICENSEE who have a legitimate need to access that software or information for the purpose of this Agreement, and who are bound by an express confidentiality and restricted use obligations and who have executed a written non-disclosure agreement that contains confidentiality and restricted use obligations at least as protective as those contained herein. LICENSEE shall be liable for any breach of any confidentiality and restricted use obligations by employees of LICENSEE.

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; (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.

- 7.2 Without limiting the generality of the foregoing, the Confidential Information shall include the Licensed Technology, regardless of the indication of its confidentiality.
- 7.3 The confidentiality obligation under Section 7.1 shall continue to survive during the term of this Agreement and for 5 years after the termination or expiration of this Agreement, provided however, LICENSEE’s confidentiality obligation for the Licensed Technology under Section 7.1 and 7.2 shall survive permanently after the termination or expiration of this Agreement.
- 7.4 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.
- 7.5 Subject to Section 2.3, LICENSEE may disclose the Confidential Information disclosed by Renesas to Contractor to the extent reasonably necessary for the performance of its obligation, provided that LICENSEE shall cause Contractor to comply with all of the terms and conditions of this Agreement and LICENSEE shall be fully liable for any acts or omissions of Contractor (including with respect to any breach of this Agreement) to the same extent as if such acts or omissions were performed by LICENSEE.

## **SECTION 8. (COMPLIANCE WITH EXPORT CONTROL)**

LICENSEE represents, warrants, and covenants that LICENSEE will not use the Licensed Technology 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 Technology 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 Technology, or any direct product thereof, to or use the Licensed Technology 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 9. (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 10. (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 7 of this Agreement, or if LICENSEE takes any action in derogation of Renesas’ rights in and to the Licensed Technology, Renesas may immediately terminate this Agreement.

**SECTION 11. (TERM)**

This Agreement becomes effective 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 party 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 12. (EFFECTS OF TERMINATION)**

Upon any termination of this Agreement, the license and rights granted to LICENSEE under this Agreement will terminate, LICENSEE will immediately cease all use of the Licensed Technology, and within 1 month from the termination, LICENSEE will destroy all copies of the Licensed Technology, 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, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25.

**SECTION 13. (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 14. (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 15. (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 16. (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 17. (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 18. (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 RENASAS in connection with LICENSEE's acceptance of the terms of this Agreement..

**SECTION 19. (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 20. (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 21. (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 22. (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 23. (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 24. (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 25. (ENTIRE AGREEMENT AND AMENDMENT)**

- 25.1 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.
- 25.2 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.

Exhibit A

1. Product

RH850/C1M-A2

2. Deliverables from Renesas

No.	Description	P/N
(1) Licensed Software	Sample Software (Fundamental) Sample Model (Fundamental)	RTM7RHC1MADMTR0500JD02J
(2) Documentations	Application Note (Fundamental)	RTM7RHC1MADMTR0500JD02J

3. End Product

Inverter development kits