



License Agreement for Automotive BMS Application Model and Software

This License Agreement for Automotive BMS Application Model and Software (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 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.

1. Definitions

- a. **“Confidential Information”** shall mean 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 Technology and any copies thereof.
- b. **“Documentation”** shall mean documents relevant to Sample Model and Sample Software in writing, electric media or other tangible form as set forth in Exhibit A.
- c. **“Effective Date”** shall mean 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.
- d. **“Licensed Technology”** shall mean the Sample Software, Sample Model and Documentation, collectively.
- e. **“Sample Model”** shall mean development/verification model for Automotive BMS Application as set forth in Exhibit A.
- f. **“Sample Software”** shall mean the softwares provided in object code format or source code format to be used on RENESAS’s Device (defined below), as set forth in Exhibit A.

2. License

- a. Subject to and conditioned on the terms and conditions of this Agreement, RENESAS hereby grants to LICENSEE a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the term of this Agreement: (a) to install, use, copy and modify the Sample Model to its computers, compile the Sample Model into executable format and run on its computers, (b) to install, use, copy and modify the Sample Software to its computer, compile the Sample Software into executable format and run with the specific RENESAS's devices specified in Exhibit A("RENESAS's Device"); and (c) to use, copy and translate the Documentation only to the extent reasonably necessary to exercise the license granted in Subsections (a) and (b) above.
- b. LICENSEE hereby acknowledges and agrees that LICENSEE will not install, copy, modify or in any other manner use the Licensed Technology except as expressly set forth in Section 2.a, and that LICENSEE will use the Licensed Technology in accordance with all applicable laws, rules, and regulations. Except as expressly provided in Section 2.a, LICENSEE will not, and will not permit any third party to: (a) copy, or allow any third party to copy, all or any portion of the Licensed Technology; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by mandatory law that is applicable notwithstanding a contractual obligation to the contrary) the object code portion of the Licensed Technology; (c) modify, translate, or create any derivative works based upon the portion of the object code portion of the Licensed Technology; (d) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Technology; (e) permit the Licensed Technology to be used for purposes of or in connection with services or arrangements for processing data or other information or for providing services on behalf of any third party; (f) to sell or distribute the Licensed Technology or any portion thereof, or the Development Environment, for commercial or production purpose; or (g) use the Licensed Technology for any purpose other than in accordance with the terms and conditions of this Agreement.

3. No Support or Maintenance

RENESAS shall have no obligation to provide any support or maintenance for any part of the Licensed Technology. In case LICENSEE desires any support or maintenance service of the Licensed Technology, RENESAS and LICENSEE will agree in writing to specific conditions of such services including support fees.

4. Delivery

RENESAS will deliver to LICENSEE the Licensed Technology on a date and in a manner mutually agreed upon the parties.

5. Ownership Rights

RENESAS and its licensors will own all right, title and interest in and to all parts of 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.

6. Confidential Information

- a. 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 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 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 6.
- b. 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.

- c. If LICENSEE is requested or required by any legal or investigative process to disclose any part of the 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. Warranty Disclaimer

- a. THE LICENSED TECHNOLOGY, AND EACH PART THEREOF, 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 Technology, or any part thereof, will be uninterrupted or error-free.
- b. LICENSEE shall promptly notify RENESAS of any proceedings involving any infringement or threatened infringement of all or any part of Licensed Technology, and any other issues experienced in relation to Licensed Technology.

8. Limitation of Liability

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 TECHNOLOGY OR OTHER SUBJECT MATTER HEREOF EXCEED ZERO US DOLLARS (US \$0). The parties acknowledge that the limitations of liability in this Section 8 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.

9. Term and Termination

- a. The term of this Agreement shall be for a period of one (1) year from the Effective Date, 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.
- b. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party and such breach is not remedied within fifteen (15) days after receipt of the notice of breach from the other party. Also, RENESAS may immediately terminate this Agreement if (a) LICENSEE becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against LICENSEE, or a receiver is appointed with respect to any of the assets of LICENSEE, or liquidation proceeding is commenced by or against LICENSEE or if in the opinion of RENESAS the LICENSEE does any act which prejudices RENESAS' rights; or (b) LICENSEE undergoes a substantial change in ownership (whether resulting from merger, acquisition, consolidation

or otherwise), or any other person or company de facto controls the operations or policies of LICENSEE or if LICENSEE takes any action in derogation of RENESAS' rights in and to the Licensed Technology.

- c. Upon expiration or termination of this Agreement, the license and rights granted to LICENSEE under this Agreement will terminate, LICENSEE shall cease all use of the Licensed Technology, return or destroy all copies of the Licensed Technology in LICENSEE's possession or control, and so certify to RENESAS within fifteen (15) days after such expiration or termination of this Agreement.
- d. The following Sections will survive any termination of this Agreement: 1, 2.b, 5, 6, 7, 8, 9 and 10. LICENSEE's obligations not to disclose any part of the Licensed Technology to any third party shall remain in force for an indefinite period.

10. General

- a. This Agreement, together with its Exhibit(s), constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes and replaces all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral, between the parties. Any modification of this Agreement will be effective only if made in writing and signed by authorized representatives of the parties. It is expressly agreed that any terms appearing on the face or reverse side of any form, including an invoice, order form, acknowledgement or confirmation, that are different from or in addition to the terms provided in this Agreement are not binding on the parties, even if signed and returned, and the parties object to any such different or additional terms. Any offer by either party and any acceptance of such an offer by the other party is limited to the terms in this Agreement only, and each party's acceptance of any offer is expressly made conditional on assent to the terms of this Agreement.
- b. 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.
- c. 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.
- d. 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.
- e. LICENSEE recognizes that the covenants contained in Section 2 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, without limiting the generality of Section 10.c above, 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. LICENSEE represents, warrants, and covenants that LICENSEE will not use the Licensed technology, or any part thereof, 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, or any part thereof, 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 part thereof, or any direct product thereof, to or use the Licensed Technology, or any part thereof, 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. The parties also agree to comply with all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit both direct and indirect corrupt offers of anything of value to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage.
- k. 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.
- l. LICENSEE acknowledges that the Licensed Technology, and parts thereof, are not intended or authorized for use in products or systems that may cause a direct threat to human life or bodily injury (including, without limitation, artificial life support device systems or surgical implantations), or that may cause serious damage to property (including, without limitation, nuclear reactor control systems or military equipment). IN NO EVENT SHALL RENESAS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN CONNECTION WITH SUCH UNINTENTIONAL USE OF THE LICENSED TECHNOLOGY, OR PARTS THEREOF.

Exhibit A

1. Licensed Technology

No.	Description	P/N
1.	• Sample Model • Sample Software • Documentation (Application Note)	RTM7RHF1KMPBATS010JD02J

2. RENESAS's Device

- Micro Controller Unit RH850/P1M or RH850/F1KM
- Cell Monitor IC ISL78714