

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is legally binding contract between Renesas Electronics Corporation (“**RENESAS**”) and you (“**Company**”).

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE OR DOCUMENTS, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHALL EXIT WITHOUT DOWNLOADING ANY DOCUMENT. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE 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 DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY, DO NOT SELECT THE “I ACCEPT” BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT AND DO NOT DOWNLOAD, OPEN, ACCESS OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE DOCUMENT. RENESAS PERMITS YOU TO DOWNLOAD, OPEN, ACCESS, OR OTHERWISE COPY, OR USE THE DOCUMENT ONLY IN ACCORDANCE WITH THIS AGREEMENT.

Therefore, in such event, please destroy all the download files containing the document immediately.

### **Section 1. Definitions**

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

(a) “**Purpose**” means the following:

To evaluate, maintain and demonstrate Company’s software or hardware using Renesas’ LSI (R-Car series) incorporating the graphics IP core owned by Imagination Technologies Limited. (“**IMG**”).

(b) “**Confidential Information**” means any and all data and other information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) during the Term in connection with the Purpose, (i) which is disclosed in writing, electronic media or other tangible form and clearly marked with a legend identifying it as confidential or proprietary, or (ii) which is disclosed orally, visually or in a manner that makes it physically impractical or extremely difficult to mark with a legend identifying it as confidential or proprietary and designated as confidential at the time of such disclosure and, further, within thirty (30) days after such disclosure the summary of which is furnished to Recipient in writing clearly marked with a legend identifying it as confidential or proprietary.

Notwithstanding the foregoing, Confidential Information shall not include information that:

- (i) is publicly available at the time of disclosure or becomes publicly available through no fault of Recipient;
  - (ii) is already in the lawful possession of Recipient at the time of disclosure;
  - (iii) is legitimately obtained by Recipient without restriction from a source other than Discloser;  
or
  - (iv) is at any time developed independently by Recipient.
- (c) “**Effective Date**” means the date on which Company agreed to the terms of this Agreement.

## **Section 2. Disclosure and Protection Periods**

- 2.1 This Agreement shall remain in force for a period of five (5) years from the Effective Date (the "Term").
- 2.2 In any event, including in case of termination of this Agreement, the obligations imposed on Recipient under the provisions in Section 3, 4.1, 4.2, 4.4, 4.5, 5.2 and 6 shall survive the expiration or termination of this Agreement indefinitely.

## **Section 3. Obligations**

- 3.1 Recipient shall use Discloser's Confidential Information solely for the Purpose. Recipient shall make no other use of Discloser's Confidential Information without Discloser's prior written consent.
- 3.2 Recipient shall treat Discloser's Confidential Information as proprietary property of Discloser and maintain such Confidential Information in strict confidence.
- 3.3 Recipient shall not disclose any of Discloser's Confidential Information to any third party or person except the officers and employees of Recipient who have a legitimate need to know such Confidential Information for the Purpose. Recipient shall take reasonable and appropriate action by instruction to or agreement with such officers and employees of Recipient who are permitted access to Discloser's Confidential Information to satisfy its obligations hereunder.
- 3.4 Notwithstanding Section 3.3 above, Recipient may disclose Discloser's Confidential Information to its respective third party(ies) set forth in Appendix A ("**Third Party**"), provided that Recipient shall impose on its Third Party the same obligations and restrictions contained in this Agreement and shall be responsible for its Third Party's compliance with such obligations and restrictions.
- 3.5 Recipient may make copies, in whole or in part, of Discloser's Confidential Information only to the extent necessary for the Purpose, provided that Recipient shall reproduce and include Discloser's proprietary and confidentiality notice on each such copy.
- 3.6 Company acknowledges that Confidential Information disclosed by Renesas hereunder includes certain intellectual property rights owned by IMG. Company further acknowledges that IMG is a third party beneficiary to this Agreement and as such IMG shall be entitled to bring an action against Company for any breaches of this Agreement which cause damage to IMG.
- 3.7 Notwithstanding Section 3.3 above, Recipient may disclose Discloser's Confidential Information pursuant to the order or legal requirement of a court or other governmental body, provided that Recipient shall provide prompt notice to Discloser so that Discloser can seek a protective order or otherwise protect its interests.
- 3.8 Recipient shall return to Discloser or destroy all the materials containing Discloser's Confidential Information immediately after (i) the completion of the Purpose, (ii) the termination or expiration of this Agreement or (iii) receipt of the written request by Discloser.

## **Section 4. Disclaimers**

- 4.1 DISCLOSER DISCLAIMS ANY WARRANTY (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT) REGARDING DISCLOSER'S CONFIDENTIAL INFORMATION.
- 4.2 No license is hereby granted by either party to the other party, directly or indirectly, under any patent, trademark, trade secret, copyrights or other intellectual property rights.
- 4.3 Nothing in this Agreement shall be construed as obligating either party to disclose its confidential information.
- 4.4 Neither party has an obligation under this Agreement to purchase any product or service from the other party or to develop, manufacture or market any product.
- 4.5 Nothing contained herein shall be construed as restricting either party from developing any products or systems without violating its obligation hereunder.

## **Section 5. Termination of this Agreement and Compensation**

- 5.1 If a party ("**Defaulting Party**") breaches any term or condition of this Agreement, the other party may forthwith terminate whole or part of this Agreement without notice to the Defaulting Party.
- 5.2 If either party causes losses to the other party by failing to fulfill obligations under this Agreement,

such party shall compensate the other party for any damages.

The extent and compensation for such damages shall be determined in good faith between the parties.

**Section 6. Miscellaneous**

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of Japan.
- 6.2 The parties do not intend that any agency or partnership relationship be created between them under this Agreement.
- 6.3 Both parties shall adhere to all applicable laws, regulations and rules relating to the export, re-export or transfer of technical information, and shall not export, re-export nor transfer any technical information received hereunder and, the product resulting from such technical information in violation of such applicable laws, regulations and rules.
- 6.4 No rights or obligations hereunder shall be assignable without the prior written consent of the other party.
- 6.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no understandings or representations of any kind with respect to such subject matter except as expressly set forth herein. This Agreement shall not be altered, changed, supplemented or amended except by written instrument or instruments signed by the parties hereto.

Appendix A  
Respective Third Party

A) Third Party for Renesas

- 1) Imagination Technologies KK
- 2) Imagination Technologies Limited.
- 3) Renesas Electronics Europe GmbH
- 4) Renesas Electronics America Inc.
- 5) Renesas Electronics (China) Co., Ltd.
- 6) Renesas Electronics (Shanghai) Co., Ltd.
- 7) Renesas Electronics Taiwan Co., Ltd.
- 8) Renesas Electronics Singapore Pte. Ltd.
- 9) Renesas Electronics India Pvt. Ltd.
- 10) Renesas Electronics Korea Co., Ltd.
- 11) Renesas Design Vietnam Co., Ltd.

B) Third Party for Company

None