

SAMPLE SOFTWARE LICENSE AGREEMENT
(RZ/T2, RZ/N2 PROFINET Demo Application)

This Software License Agreement (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 TOYOSU FORESIA, 3-2-24 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 "ACCEPT AND DOWNLOAD" 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 LICENSED SOFTWARE (DEFINED BELOW), LICENSEE AGREES TO BE BOUND BY 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 LICENSED SOFTWARE. IF LICENSEE DOES NOT AGREE TO THIS AGREEMENT, LICENSEE SHALL NOT BE REGISTERED TO USE OR ACCESS THE LICENSED SOFTWARE. IF LICENSEE AGREES TO 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" SHALL REFER TO THAT COMPANY OR LEGAL ENTITY.

1. DEFINITIONS

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

- 1.1. "**Affiliate**" means any entity that controls, is controlled by or is under common control with a party and which is not a competitor of the other party. For purposes of this definition, "control" means ownership of more than 50% of the outstanding shares or another ownership interest representing the right to vote for members of the board of directors or other managing officers of such entity.

- 1.2. "**Contractor**" means a contractor that assists or supports Licensee in the evaluation of the

Licensed Software or the Products.

- 1.3. "**Documentation**" means the standard user guides for installation and use of the Licensed Software that Renesas makes generally available in English to its similarly situated users. User Guides provided by Renesas in any language other than English are provided as translations for convenience only and do not constitute Documentation under the terms of this Agreement.
- 1.4. "**Effective Date**" means the date on which this Agreement is accepted by the Licensee by clicking the "Accept and download" button 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 Licensed Software.
- 1.5. "**Embedded Software**" means the software set forth in Exhibit A.
- 1.6. "**Licensed Software**" means the Embedded Software, any related Documentation, and any Releases.
- 1.7. "**Products**" means the Renesas products set forth in Exhibit A.
- 1.8. "**Release**" means any modifications, error corrections, bug fixes or other updates to or for the Licensed Software that may be provided or otherwise made available to Licensee by Renesas under this Agreement.

2. LICENSE

2.1. Limited License.

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 (except for sublicensing permitted in Section 2.3), revocable license free of charge during the term of this Agreement:

- (a) to use the Licensed Software solely in connection with Licensee's use and operation of a Product purchased, rented or leased by Licensee from Renesas only for the purpose of evaluating the Licensed Software or the Products; and
- (b) to use the Documentation in support of Licensee's use of the Licensed Software as set forth in this Section; and (c) to copy the Licensed Software for archival or

backup purposes and to make a sufficient number of copies for the intended use set forth in this Section.

2.2. Restrictions.

Licensee hereby acknowledges and agrees that Licensee shall not use or copy the Licensed Software except as expressly set forth in Section 2.1, and that Licensee shall use the Licensed Software in accordance with all applicable laws, rules, and regulations. Except as expressly provided in Section 2.1, Licensee shall not, and shall not permit any third party to:

- (a) copy all or any portion of the Licensed Software;
- (b) decompile, decipher, disassemble, reverse engineer, or otherwise determine the source code (except to the extent expressly permitted by mandatory law that is applicable notwithstanding a contractual obligation to the contrary) the Licensed Software or any portion thereof;
- (c) modify, translate, or create any derivative works based upon the Licensed Software;
- (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the Licensed Software, in whole or in part, to any third party;
- (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software;
- (f) release the results of benchmark tests or other comparisons of the Licensed Software with other software or materials;
- (g) permit the Licensed Software 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; or
- (h) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement.

For the avoidance of doubt, Licensee shall not use the Licensed Software for development or mass production of Licensee's products, devices, or systems that are manufactured by or on behalf of the Licensee.

2.3. Limited Sublicense to Contractors.

Licensee may sublicense its rights pursuant to Section 2.1 solely to a Contractor upon prior written notice to Renesas. Any such sublicense of Licensee's rights to a Contractor shall be pursuant to an enforceable written agreement that (i) contains terms substantially similar to the terms of this Agreement, (ii) does not contain terms that are

inconsistent with those set forth in this Agreement, and (iii) identifies Renesas as an intended third party beneficiary of such agreement and grants Renesas the right to enforce any and all obligations of the Contractor thereunder to the same extent as if Renesas was a party to such agreement. Licensee shall cause any such Contractors to comply with all of the terms and conditions of this Agreement and Licensee shall be fully liable for any acts or omissions of such Contractors (including with respect to any breach of this Agreement or a sublicense agreement) to the same extent as if such acts or omissions were performed by Licensee.

2.4. Feedback.

If Licensee chooses to provide feedback, suggestions, comments, ideas, know-how or other information to Renesas regarding the features, functionality, or other aspects of the Licensed Software, including without limitation identifying errors and potential improvements ("**Feedback**"), Licensee hereby assigns, and agrees to assign to Renesas, all right, title and interest in and to the Feedback to Renesas.

2.5. Delivery.

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

2.6. Ownership by Renesas.

Renesas and its licensors reserve and retain all right, title and interest in and to the Licensed Software and any derivative works thereof (including any modifications or derivative works of the Licensed Software), including all intellectual property rights thereto, subject only to the limited license set forth in this Agreement. Licensee hereby assigns, and agrees to assign, all right, title, and interest in and to the modifications or derivative works of the Licensed Software to Renesas. Any modifications or derivative works of the Licensed Software shall be included within the scope of Licensed Software and licensed to Licensee pursuant to Section 2.1. 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.

2.7. Open Source Software.

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, including as set forth in Exhibit A. Licensee acknowledges and agrees that Licensee's use of such open source software is governed by the applicable open source license terms,

including those set forth under Exhibit A 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 shall not (and shall 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 used in the Licensed Software, the conflicting or additional terms and conditions shall not apply to such open source software and the terms and conditions of the applicable open source software shall take precedence.

3. CONFIDENTIALITY

3.1. Confidential Information.

"**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 and notwithstanding the foregoing, Confidential Information shall include the Licensed Software and the Documentation without any marks or specific circumstances.

3.2. Restrictions.

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 of similar nature and importance, and (c) to disclose the Confidential Information only to those of its employees and Contractors that have a "need to know" such Confidential Information.

3.3. Exclusions.

Notwithstanding the foregoing, the restrictions on use and disclosure shall 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 or its Contractors, (b) Licensee rightfully received from a third party that owes no obligations of confidentiality in respect thereof, (c) was already rightfully known to Licensee without confidentiality obligation prior to the time of disclosure, or (d) is developed independently by or on behalf of the Licensee its Contractors without reference to or use of the Confidential Information.

3.4. Required Disclosure.

If Licensee or its Contractor is legally required to disclose any Confidential Information, Licensee shall 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 shall disclose only such information that Renesas and Licensee agree that Licensee is legally required to disclose.

4. RECORDS AND AUDIT RIGHTS

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 of this Agreement, or any other material breach of this Agreement, Licensee shall promptly pay to Renesas all costs and expenses of such audit. At Renesas' request from time to time, Licensee shall provide to Renesas a signed officer's certificate certifying Licensee's compliance with this Agreement.

5. TERM AND TERMINATION

5.1. Term.

This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue, in force and effect for one (1) year.

5.2. Termination for Default.

Either party may terminate this Agreement:

- (a) effective immediately, in the event of a material breach by either party of this Agreement; or
- (b) effective immediately, if the other party:
 - (i) is dissolved or liquidated or takes any corporate action for such purpose;
 - (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - (iv) makes or seeks to make a general assignment for the benefit of its creditors; or
 - (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Without limiting the foregoing, in the event Licensee breaches any provision in Section 2 or Section 3 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.

5.3. Effect of Termination.

Upon any termination of this Agreement, the license and rights granted to Licensee under this Agreement shall terminate, Licensee shall cease all use of the Licensed Software, and Licensee shall destroy all copies of the Licensed Software, any other Confidential Information, and all related materials in Licensee's or its Contractors' possession or control, and, at Renesas' request, so certify to Renesas. The following Sections shall survive any termination of this Agreement: 1, 2.2, 2.4, 2.6, 2.7, 3, 4, 5.3, 6.2, 6.3, 7, and 8.

6. WARRANTIES; LIMITATION OF LIABILITY

6.1. Authority.

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; (b) in case of Licensee, the individual accepting the click-through and installing the Licensed Software 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, shall be the legal, valid, and binding obligation of such party, and enforceable in accordance with its terms.

6.2. DISCLAIMER.

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 shall be uninterrupted or error-free.

6.3. 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 SHALL 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 SHALL 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 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.

7. INDEMNIFICATION

7.1. By Licensee.

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.

8. GENERAL

8.1. Entire Agreement.

This Agreement, together with its Exhibits, 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 shall 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.

8.2. 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**") shall 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 shall not apply.

8.3. Governing Law and Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the internal laws of Japan without giving effect to any choice of law rule. Each party (a) hereby

irrevocably submits itself to and consents to the exclusive jurisdiction of Tokyo District Court in Japan for the purposes of any action, claim, suit or proceeding in connection with any controversy, claim or dispute arising out of or relating to the Agreement, and (b) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, claim, suit or proceeding, any claim that it is not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper.

8.4. 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 shall 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 shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

8.5. 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.

8.6. 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.

8.7. Waiver.

None of the conditions of this Agreement shall be considered waived unless such waiver is in writing and signed by the waiving party. No such waiver shall 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.

8.8. Partial Invalidity.

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

8.9. Notices.

Any written notices to be given hereunder by either party shall be deemed effective upon personal delivery or upon mailing the notice to the party to be served at the address as stated above and in the case of Licensee, e-mail address provided in connection with the click-through of this Agreement.

8.10. Relationship of Parties.

Nothing contained in this Agreement shall 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 shall continue to be, that of independent contractors.

8.11. Export Administration.

Licensee shall comply fully with all relevant export laws and regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, Licensee shall not, and Licensee shall 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.

8.12. 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.

8.13. Interpretation.

The headings in this Agreement are solely for convenience of reference and shall 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 shall 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 shall not be strictly construed against the drafter of the language concerned but shall 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 shall not be construed against any party by reason of its preparation.

Exhibit A

1. Embedded Software

All of the software included in the Renesas RZ/T2, RZ/N2 PROFINET Demo Application and provided to Licensee by Renesas in binary code form, other than open source software.

- * The Renesas RZ/T2, RZ/N2 PROFINET Demo Application may include software technology including the programs of Siemens AG from the "PROFINET Device DevKit for ERTEC200P" product such as:
 - (a) Ethernet Device Driver for PROFINET(EDDP);
 - (b) PROFINET stack; and
 - (c) PN driver.
- * The Renesas RZ/T2, RZ/N2 PROFINET Demo Application may also include PROFIDRIVE components including the programs that are based on the PROFIDrive_Application_examples published by Siemens AG on Siemens Industry Online Support under ID: 109811947.

Renesas is entitled to sublicense these components according to the terms and conditions of this Agreement.

2. Products

- (i) Renesas Starter Kit+ for RZ/T2M
- (ii) Renesas Starter Kit+ for RZ/N2L

3. Open Source Software

Open Source Software components and applicable license text(s) are provided within the RZ/T2, RZ/N2 PROFINET Demo Application.