



CAUTION- You should carefully read this Software License Agreement as the following

This Software License Agreement (this "Agreement") is between you and Renesas Electronics Corporation. Please carefully read this Agreement as this Agreement is legally valid agreement relating to the Program Product (defined below) between you and Renesas Electronics Corporation.

Pursuant to this Agreement, Renesas Electronics Corporation is willing to provide you with the Program Product as set forth below.

By clicking on the "I accept the Software License Agreement for e-AI translator" button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, this Agreement becomes effective and you are deemed to (a) agree on this Agreement and on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (b) represent and warrant that you have the right, power and authority to act on behalf of and to bind such entity (if any) and yourself.

If you do not agree on the terms and conditions set forth in this Agreement, DO NOT SELECT THE "I ACCEPT THE SOFTWARE LICENSE AGREEMENT FOR E-AI TRANSLATOR" BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT.

SOFTWARE LICENSE AGREEMENT

(for e-AI Translator)

THIS SOFTWARE LICENSE AGREEMENT is made and entered into by and between Renesas Electronics Corporation, a Japanese corporation having its principal place of business at 3-2-24, Toyosu, Koto-ku, Tokyo 135-0061, Japan ("LICENSOR") and you ("LICENSEE").

RECITALS

WHEREAS, LICENSEE desires to use the Program Product with LICENSOR's semiconductor products; and

WHEREAS, LICENSOR desires to grant to LICENSEE a license to use the Program Product in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. (DEFINITION)

As used herein, the following terms shall have the following meanings:

(1) "Program Product" means the products delivered by LICENSOR and specified in Appendix attached hereto. Program Product is defined as below:

- (a) Software for execution (provided in object code form or in source code form)
- (b) User's Manual (instruction manual)

(2) "Software" means the software for execution prescribed in the item (1) above (including all form of program and its reproductions created by exercising the right granted to LICENSEE in accordance with SECTION 2 of this Agreement.).

(3) "LICENSOR's Product" means the LICENSOR's products specified in Appendix attached hereto.

(4) "Open Source Software" means any software (including, but not limited to GPL (GNU general public license)) that requires, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software, to be disclosed or distributed in source code

form to a third party etc. For the sake of clarify, a "third party" in this item means all persons who directly or indirectly obtains disclosure or distribution of such software.

(5) "Agreed Date" means the date on which LICENSEE agreed this Agreement.

SECTION 2 (GRANTS OF LICENSE)

1. LICENSOR hereby grants to LICENSEE a world-wide, non-exclusive, non-transferable and royalty-free right to carry out the acts as follows:

(1) to install (i.e., reproduce) the Software to LICENSEE's computers, execute the Software and generate a program solely for the purpose of using the LICENSOR's Product.

(2) to incorporate the program generated under item (1) above into LICENSOR's Product and distribute such incorporated product (this includes the case where LICENSEE combines LICENSEE's product with LICENSOR's Product and distribute such combined product)

(3) to modify the sample program provided in a source code form as part of Program Product, incorporate the modified program into LICENSEE's product and distribute such product (this includes the case where LICENSEE combines LICENSEE's product with LICENSOR's Product and distribute such product).

(4) to record, transfer, display, reproduce or print the User's Manual, and to use such User's Manual, only to the extent reasonably necessary to exercise the license granted in item (1), (2) and (3) above.

2. In case that LICENSEE subcontracts or otherwise delegates any portion of a work pertaining to the exercise of the rights prescribed in the preceding paragraphs to a third party contractor ("Subcontractor"), LICENSEE may have such Subcontractor use the Program Product and the Software, provided that LICENSEE shall ensure that the Subcontractor will comply with the same obligations as provided herein and shall be responsible for compliance thereof by them.

SECTION 3 (OBLIGATION OF LICENSEE)

1. LICENSEE shall not analyze the object code portion of the Program Product by, including, but not limited to reverse engineering, reverse compiling or disassembling.

2. In case of reproducing the Program Product in accordance with SECTION 2, LICENSEE shall explicit a copyright or other proprietary rights notice or markings on or within such reproduction of the Program Product, and shall not alter, remove or delete such notice or markings.

3. LICENSEE acknowledges and agrees that any of terms and conditions of this Agreement shall apply even if LICENSEE uses certain Open Source Software. LICENSEE shall take necessary measures to save the Program Product from being disclosed or sublicensed etc. to a third party pursuant to the terms and conditions of the applicable Open Source Software.

4. Except as expressly provided herein, LICENSEE shall not use, reproduce, modify, distribute, sublicense or take any other relevant action to the Software and User's Manual.

5. In case of incorporating the program generated or modified under SECTION 2.1 into LICENSOR's Product and distributing such incorporated products (this includes the case where LICENSEE combines LICENSEE's product with LICENSOR's Product and distribute such combined product) to LICENSEE's customers in accordance with SECTION 2.1, LICENSEE shall not distribute the program generated or modified under SECTION 2.1 to LICENSEE's customers other than in executable forms. Furthermore, LICENSEE shall take all necessary measures to prevent the program generated or modified under SECTION 2.1 from being reverse engineered, reverse compiled, disassembled, altered and reproduced.

SECTION 4 (OWNERSHIP)

Nothing contained herein shall transfer or be deemed to transfer any title, interest or intellectual property rights in the Program Product and the Software to LICENSEE.

SECTION 5 (Delivery)

LICENSEE delivers the Program Product in a manner described by Download Service provided separately.

SECTION 6 (Warranty; Limitation of Liability)

1. THE PROGRAM PRODUCT IS PROVIDED "AS IS" AND LICENSOR MAKES NO, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES FOR THE PROGRAM PRODUCTS AND THE SOFTWARE, 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.

2. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF THE PROGRAM PRODUCT AND THE SOFTWARE BY LICENSEE.

3. LICENSEE SHALL DISMISS, DEFEND AND HOLD HARMLESS LICENSOR AND ITS OFFICERS, BOARD DIRECTORS, SHAREHOLDERS EMPLOYEES, REPRESENTATIVES, LICENSOR, AGENTS AND SUPPLIERS FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSE OF A LAWSUIT) ARISING OUT OF OR RELATING TO LICENSEE'S USE OR ABUSE OF THE PROGRAM PRODUCT OR BREACH OF THIS AGREEMENT BY LICENSEE.

SECTION 7 (CONFIDENTIALITY)

1. LICENSEE shall; (a) hold any information disclosed by LICENSOR in relation to this Agreement ("Confidential Information") in confidence, using the same degree of care it uses to protect the confidentiality of its own information of a similar nature and importance, but in no event less than reasonable care, to protect the confidentiality and avoid the unauthorized use and disclosure of the Confidential Information; (b) not disclose or make available the Confidential Information to any third party without the prior written consent of LICENSOR; and (c) not use the Confidential Information for any purpose other than implementing this Agreement. Notwithstanding the foregoing sentences, information listed the following items is not considered as the Confidential Information:

- (1) Information with the prior written consent of LICENSOR to disclose such information;
- (2) Information that is rightfully owned by LICENSEE at the time of disclosure;
- (3) Information that is rightfully obtained by LICENSEE without a duty of confidentiality from a source other than LICENSOR that does not owe any duty of confidentiality to LICENSOR with respect to such Confidential Information;
- (4) Information that is publicly known at the time of disclosure;
- (5) Information that becomes publicly known through no wrongful act or omission of LICENSEE; and
- (6) Information that is independently developed by LICENSEE without reference to or use of the Confidential Information of LICENSOR.

2. The Program Product and the Software is deemed to be the Confidential Information, regardless of marking as “confidential” or “proprietary” on them.
3. LICENSEE’s confidentiality obligations prescribed in paragraph 1 shall expire five (5) years after the expiration / termination date of this Agreement. Notwithstanding the foregoing sentence, LICENSEE’s confidentiality obligations regarding the Program Product and the Software under the preceding two paragraphs shall remain in force for an indefinite period.
4. Notwithstanding the provisions of paragraph 1, LICENSEE may disclose the Confidential Information in case where LICENSEE is legally compelled to disclose such Confidential Information by orders or requests of a competent court or governmental authorities, provided, that LICENSEE shall give LICENSOR reasonable advance notice of any such disclosure and shall cooperate with LICENSOR in obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
5. Notwithstanding the provisions of paragraph 1, LICENSEE may disclose the Confidential Information to an entity whose 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 is held by LICENSEE (“LICENSEE’s Subsidiaries”) only to the extent reasonably necessary to implement this Agreement. LICENSEE may also disclose the Confidential Information to the Subcontractor only to the extent reasonably necessary for such Subcontractor to implement subcontracted business. Such LICENSEE’s Subsidiaries and Subcontractor shall be bound by an express confidentiality and restricted use obligations at least equal to LICENSEE’s confidentiality obligations, and LICENSEE shall be liable for any breach of any confidentiality and restricted use obligations by such LICENSEE’s Subsidiaries and Subcontractor.

SECTION 8 (COMPLIANCE WITH EXPORT CONTROL)

1. LICENSEE shall not knowingly export, sale, transfer, lend or license the Confidential Information, products, the Program Product, the Software, associated technologies and all the other information disclosed or provided by LICENSOR (“Information etc.”), to a third party whose purpose is (a) the development, design, manufacture, store or use of nuclear, chemical or biological weapons, or weapons of mass destruction or missiles, (b) military use, or (c) undermining the maintenance of international peace and security (“Purpose”). LICENSEE shall not use or have a third party use Information etc. for the Purpose.
2. LICENSEE shall comply with all applicable export control, customs and foreign trade regulations, including, but not limited to, the Foreign Exchange and Foreign Trade Control Act when LICENSEE exports, sales, transfers, lends or licenses any of Information etc.

SECTION 9 (TERMINATION)

1. LICENSOR may immediately terminate this Agreement by written notice in the event that:
 - (1) LICENSEE is adjudicated a bankrupt, becomes insolvent, makes a general assignment for the benefit of creditors, or enters into dissolution or liquidation proceedings; or
 - (2) 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 such party, except with the prior written consent of the party.
2. LICENSOR may terminate this Agreement by written notice in the event that LICENSEE commits a material breach of its obligations under this Agreement and such breach is not cured within certain period of written notice thereof.

SECTION 10 (TERM)

This Agreement shall be valid and in force from the Agreed Date and shall be valid for the subsequent 【one (1) month.

SECTION 11 (EFFECTS OF TERMINATION)

1. In the event that this Agreement is expired or terminated for any reason, LICENSEE shall take the following measures within one (1) month from the expiration or termination date;

(1) to return to LICENSOR or destroy the Program Product, and technology information and Confidential Information regarding the Program Product provided by LICENSOR, and all copies thereof, and to stop the use and provision thereof to a third party; and

(2) to submit a written certificate of destruction prescribed in the preceding item.

2. The provisions in Sections 3, 4, 6, 7, 8, 11, 12, 13, 14, 15, 16 and 17 shall survive expiration or termination of this Agreement for any reason.

SECTION 12 (ASSIGNMENT)

This Agreement and the rights and obligations resulting from this Agreement shall not, whether with or without charge, assigned, lent, transferred or encumbered by LICENSEE to any third party, except in the case provided for in this Agreement.

SECTION 13 (CHOICE OF LAW)

This Agreement, and any dispute arising from the relationship between the parties hereunder, will be governed by the laws of Japan, excluding its conflict of laws rules.

SECTION 14 (SEVERABILITY)

If any terms or provisions of this Agreement become illegal, invalid or unenforceable for any reason whatsoever including by reason of the provisions of any legislation or any other relevant acts or by reason of any decision of any court or authority having jurisdiction over the parties to this Agreement, such terms or provisions shall be deemed deleted from this Agreement in the jurisdiction in question, provided always that unless any such deletion substantially affects or alters the commercial basis of this Agreement, the other terms or provisions of this Agreement shall remain effective.

SECTION 15 (NON-WAIVER)

Any single or partial exercise of any right or power under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other rights or power hereunder.

SECTION 16 (ENTIRE AGREEMENT)

This Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.

SECTION 17 (DISPUTE RESOLUTION)

Any disputes, controversies or differences which may arise among the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be first settled by mutual consultation of the parties in good faith. In case where the parties fail to reach amicable settlement on such disputes, controversies or differences within sixty (60) days from the date of the claim by one of the parties, those shall be finally submitted to the exclusive jurisdiction of Tokyo District Court of Japan.

Appendix

1. Program Product

No.	Name	Parts Number	Additional Terms and Conditions
(1)	e-AI Translator	eAITranslatorV320.zip	N/A
(2)	e-AI Translator User's Manual	R20UT4135EJXXXX	N/A

2. LICENSOR's Product

【RL78 Family, RX Family, RE Family, RA Family, RZ Family and Renesas Synergy™ Platform】