# SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT("Agreement"), is to confirm our understanding and agreement as to the use of the Tool Program Product (as defined in Section 1 below) which is provided by Renesas Electronics Corporation ("Renesas") to Your Company ("LICENSEE") under the following terms and conditions.

BY CLICKING THE "I ACCEPT" 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 SOFTWARE, (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 EXIT WITHOUT DOWNLOARDING, INSTALLING THE SOFTWARE. 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 THE COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, "LICENSEE" SHALL ALSO REFER TO THAT COMPANY OR LEGAL ENTITY.

SECTION 1. (DEFINITIONS)

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

(1) "Tool Program Product" means the product provided by Renesas to LICENSEE as set forth in Exhibit B.
(2) "Output File" means all the output files (C source code format) generated using the Tool Program Product.
(3) "Licensed Software" means the Tool Program and the Sample Program, of Tool Program Product as set forth in Exhibit B, as well as the program made by LICENSEE, including any reproductions, pursuant to the license granted

under Section 2.

(4) "Target Product" means the Renesas' semiconductor product(s) set forth in item 2 of Exhibit A.

(5) "Evaluation Environment" means the LICENSEE's computer systems which using the usage environment set forth in item 2 of Exhibit A, or evaluation systems of LICENSEE, such as, evaluation broads, that use Target Products.

(6) "Products of Licensee" means products manufactured by Licensee or its subcontractors, that incorporate Target Products.

(7) "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.

(8) "Software of MathWorks" means all software owned by The MathWorks,Inc., which the Licensee has separately acquired or been licensed from The MathWorks,Inc. and is required for using Tool Program Product.

SECTION 2. (LIMITED LICENSE)

2.1 Subject to the terms and conditions set forth in this Agreement, Renesas hereby grants to LICENSEE a non-exclusive, non-transferable, royalty-free, with no right to sublicense to others during the term of this Agreement. The details of the license granted hereby are as describe in Exhibit B.

2.2 LICENSEE may only allow to exercise its license granted set forth in Section 2.1 for the purpose of evaluating the Tool Program Product

2.3 Except as expressly provided herein, no rights or licenses shall be granted to the LICENSEE in connection with the Tool Program Product. If LISENCEE wishes to acquire rights that exceed the scope of the license granted under this Section 2, LICENSEE and Renesas shall enter into a separate license agreement.

SECTION 3. (Restrictions)

3.1 LICENSEE shall not reverse engineer, disassemble, decompile or otherwise analyze the Tool Program Product which is provided in the binary format.

3.2 In case of reproducing the Licensed Software, the Documentation, or the

Output File in accordance with Section 2, LICENSEE shall explicit a copyright or other proprietary rights notice or markings on or within such reproduction of the Licensed Software, the Documentation or the Output File, and shall not alter, remove or delete such notice or markings.

3.3 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 Tool Program Product (or any portion thereof) to be distributed or made available free of charge, in source code form, or under any Open Source Software license terms. To the extent that any of the terms and conditions of this Agreement that govern LICENSEE's use of the Tool Program Product 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 If LICENSEE provides a third party with the Sample Program and the Output File, which are incorporated into Products of Licensee pursuant to the license granted under Section 2, LICENSEE is only allowed to provide them in a form where the Sample Program and the Output File are incorporated into Products of Licensee. LICENSEE is not allowed to provide them in any other forms and shall take necessary measures to prevent them from being disassembled, decompiled, modified, analyzed, or copied by any third parties.

3.5 Licensee shall not use, reproduce, modify, distribute, reuse, sublicense, or take any other relevant action to the Tool Program Product except as expressly permitted in this Agreement.

SECTION 4. (OWNERSHIP)

4.1 Nothing contained herein shall, in any way, transfer or deemed to transfer to the LICENSEE any title, interest or any other intellectual property rights, including but not limited to copyright, regarding or in relation to the Tool Program Product.

4.2 Unless explicitly stated in this Agreement, the LICENSEE shall retain the intellectual property rights in and to the converted part of the Sample Program

created by LICENSEE pursuant to the license granted under Section 2; provided, however, that Renesas and/or its licensor shall retain all right, title and interest, including but not limited to, the copyright and any other intellectual property rights, of the Sample Program.

SECTION 5. (REPRESENTATIONS & WARRANTIES; DISCLAIMER)

5.1 THE TOOL PROGRAM PRODUCT 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. IN NO EVENT SHALL RENESAS 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 TOOL PROGRAM PRODUCT BY LICENSEE.

SECTION 6. (Claim from a Third Party)

6.1 IN NO EVENT SHALL RENESAS AND ITS LICENSORS BE LIABLE FOR ANY DAMAGES THAT OCCUR TO THE LICENSEE ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM OR ACTION BY ANY THIRD PARTY IN RELATION TO THE EXERCISE OF THE LICENSEE GRANTED PURSUANT TO SECTION 2.

6.2 Regardless of the foregoing, upon learning about the existence of any claims or actions regarding the effectiveness of rights, infringements or potential infringements of the Tool Program Product and/ or Output Files, LICENSEE shall immediately notify Renesas thereof.

6.3 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 Tool Program

Product or LICENSEE's breach or alleged breach of this Agreement.

SECTION 7. (LIMITATION OF LIABILITY)

7.1 IN NO EVENT SHALL RENESAS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH SMAPLE PROGRAM UNDER THIS AGREEMENT.

7.2 IN NO EVENT SHALL RENESAS BE LIABLE FOR ANY DAMAGES ARISING FORM IN CONNECTION WITH THE LICENSED SOFTWSRE, DOCUMENTATION, AND OUTPUT FILES, AND/OR THEIR USE BY LICENSEE.

SECTION 8. (CONFIDENTIALITY)

8.1 "Confidential Information" means any information or material of a confidential or proprietary nature disclosed by Renesas in relation to this Agreement that

(a) is marked or designated in writing as "confidential" or "proprietary" (or with

a similar legend); or (b) if disclosed orally or visually, is identified as confidential at the time of such disclosure and confirmed in writing within thirty (30) days of such disclosure.

8.2 LICENSEE shall hold Confidential Information (a) 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; and (b) not disclose or make available the Confidential Information to any third party without the prior written consent of Renesas; and (c) not use the Confidential Information for any purpose other than implementing this Agreement.

8.3 Notwithstanding the foregoing, the obligations of Section 8.2, including, without limitation, the restrictions on disclosure and use, shall not apply with respect to any Confidential Information that:

(1) is or becomes publicly known through no wrongful act or omission of LICENSEE;

(2) is rightfully known by LICENSEE before its disclosure hereunder, as evidenced by LICENSEE's contemporaneous written records, from a source other than Renesas that does not owe any duty of confidentiality to Renesas or any third party with respect to such Confidential

Information;

(3) is rightfully obtained by LICENSEE without a duty of confidentiality from a source other than Renesas that does not owe any duty of confidentiality to Renesas r or any third party with respect to such Confidential Information; or

(4) is independently developed by LICENSEE without reference to or use of the Confidential Information, as evidenced by LICENSEE's contemporaneous written records.

8.4 The Tool Program Product and/ or any part of it shall be treated as the Confidential Information of Renesas, regardless of whether it is be marked or designated as "confidential" or "proprietary".

8.5 Notwithstanding the foregoing, LIENSEE 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 Renesas reasonable advance notice of any such disclosure and shall cooperate with Renesas in obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

SECTION 9. (COMPLIANCE WITH EXPORT CONTROL)

9.1 LICENSEE represents, warrants, and covenants that LICENSEE will not use the Tool Program Product 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 Tool Program Product 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.

9.2 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 Tool Program Product, or any direct product thereof, to or use the Tool Program Product in any destination, person or entity restricted

or prohibited by any applicable 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 10. (Elimination of Antisocial Forces)

10.1 "Anti Social Forces" means:

(1) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or

(2) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above.

10.2 Each party represents and warrants that is not a person who has fallen and shall not fall under any of the followings:

(1) the Anti Social Forces;

(2) a person having such relationship with the Anti Social Forces that shows the Anti Social Forces' substantial involvement in the person's management;

(3) a person having such relationship with the Anti Social Forces that shows reliance on the Anti Social Forces;

(4) a person who cooperate and is involved with the maintenance or operation of any Anti social Forces by providing funding to any Anti Social Forces or any similar act; or

(5) a person who is engaged in socially condemnable relationship with the Anti Social Forces.

10.3 Each party shall be entitled to terminate this Agreement and request for the damages without any notice if the other party breaches the Section 10.2. In addition, the party who terminates this Agreement pursuant to Section 10.3 shall not be liable for any damages or loss arising from such termination of the other party.

SECTION 11. (TERMINATION)

11.1 In the event of one or more occurrence as outlined below with respect to LICENSEE, Renesas reserves the right to terminate this Agreement, in whole

or in part, without any prior notification in regards to either party. Renesas shall not be held liable for any damages or loss arising from such termination.

(1) If any attachment, interlocutory attachment, injunction, or interlocutory injunction is applied against LICENSEE for any reason, or if there is the institution or proceedings or a petition for bankruptcy, reorganization, civil rehabilitation, or other similar proceedings by or against LICENSEE;
(2) If any note or check issued or accepted by LICENSEE is dishonored;
(3) If LICENSEE is penalized by revocation or suspension of its business license;
(4) If the property condition of LICENSEE has deteriorated, or there is a reasonable reason to believe that there is a risk of such deterioration;
(5) If LICENSEE is in a condition involving in a merger with, or an acquisition of all or substantially all of such party's assets by third party, unless otherwise having obtained Renesas's prior written consent.
(6) Any breach of any provisions of this Agreement by LICENSEE, not remedied within fifteen (15) days of receiving written notice of the violation;

SECTION 12. (TERM)

12.1 This Agreement shall be valid and in force for a period of three (3) months from the date the date LICENSEE agreed to the terms and conditions of this Agreement unless sooner terminated pursuant to Section 13.

SECTION 13. (EFFECTS OF TERMINATION)

13.1 Upon any termination or expiration of this Agreement, the license and rights granted to LICENSEE under this Agreement will terminate, LICENSEE shall not use, reproduce, alter the Tool Program Product and related information provided by Renesas and shall cease providing the Program Products to third party, if any. LICENSEE shall take the following measures within fifteen (15) days from the date of such termination:

(1) destroy any and all copies of the Tool Program Product (including reproductions), Confidential Information and any other technical information provided by Renesas under this Agreement; and
(2) provide Renesas a document certifying the destruction.

13.2 The provisions in Sections 3, 4, 5, 6, 7, 8, 9, 10-3, 15 and 17 shall survive expiration or termination of this Agreement by any reason.

SECTION 14. (14.1 Force Majeure)

14.1 Neither party shall be liable for failure to perform its part of this Agreement if and to the extent such delay or failure in performance (excluding monetary debts) arises from any cause or causes beyond the reasonable control of the party affected (Force Majeure), including, but not limited to, act of God, acts of government or governmental authorities, compliance with law, regulation or orders, fire, storm, flood or earthquake, war, rebellion, revolution, or riots, strike or lock-out.

SECTION 15. (ASSIGNMENT)

15.1 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, in whole or in part, without the prior written consent of Renesas. Any purported assignment, transfer or delegation by LICENSEE will be null and void.

SECTION 16. (GENERAL)

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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 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.

16.6 LISENCEE recognizes that the covenants contained in Section 2, Section 3, Section 6-3 and Section 8 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, LISENCEE 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 17. (GOVERNING LAW AND JURISDICTION)

17.1 This Agreement shall 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 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 finally submitted to the exclusive jurisdiction of Tokyo District Court of Japan. 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 18. (DISCUSSION)

18.1 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.

**[End of this Agreement]**

**Exhibit A:**

1. Tool Program Product provided by Renesas:

| No. | Name | Model name | The number of the licenses |
|---|---|---|---|
| 1 | Tool Program ：<br>Embedded Target for RH850/F1KM Virtual Platform and board | RTC00CST000000022J | 1 |

2. Usage environment:

Target Product：

RH850/F1KM micro controller

Operating system：Windows10 64bit, Windows11

**Exhibit B：**

Tool Program Product

| Composition | File format | File name or location |
|---|---|---|
| (a)Tool Program | Binary format | all files under “ETVPF_include” folder<br>(Excluding (c) below) |
| | Source code format | all files under “ETVPF_include ¥include” folder<br>(Excluding (c) below) |
| (b)Documentation | PDF | all files under “doc” folder |
| (c)Sample program | Source code format | - all files under “ETVPF_include¥Renesas¥<br>Common_files_<device_name>¥startup” folder |

The details of the license granted：

(1) to copy and modify Sample Program solely only evaluation purposes;

(2) to copy and use the Tool Program solely for evaluation purposes within the number of licenses listed in item 1 of Exhibit A, and to run and use Tool Program on a personal computer with Software of MathWorks installed (“Personal Computer”). In the event that LICENSEE uses Software of MathWorks, LICENSEE shall properly obtain the license from The MathWorks,Inc. and maintain it in effect during the period of this Agreement set forth in Section 12. If Renesas suffers damage due to LICENSEE 's failure to obtain or maintain a the license from The MathWorks,Inc., or LICENSEE 's violation of the terms of such license (including the condition that Renesas receives a claim from any third parties), LICENSEE shall resolve this matter at LICENSEE 's own responsibility and expense, and shall compensate Renesas for any damage or loss incurred;

(3) to use Sample Program (including those modified pursuant to item (1) above) and the Output File, which is based on the execution of the Tool Program, on a Personal Computer or on an Evaluation Environment, solely for the purpose of evaluating the software created by LICENSEE; and

(4) to the extent reasonably necessary to exercise the rights set forth in item (1) to (3) above, to store, transmit, display, reproduce, use or print the Documentation.

**[End of Exhibits of this Agreement]**