



TERMS AND CONDITIONS OF USE

This Terms and Conditions of Use (the “**Agreement**”) is legally binding contract between Renesas Electronics Corporation (“**RENEASAS**”) and you.

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, YOU AGREE TO BE BOUND BY THIS AGREEMENT. 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.

IF YOU HAVE ENTERED INTO AN INDIVIDUAL NON-DISCLOSURE AGREEMENT WITH RENESAS WITH RESPECT TO R-CAR X5H, THIS AGREEMENT SHALL REPLACE AND SUPERSEDE THE INDIVIDUAL AGREEMENT.

1. For the purpose of this Agreement, "Confidential Information" means any information disclosed by Renesas to you by downloading from this website in connection with R-Car X5 and its related documentations. Notwithstanding the foregoing, Confidential Information shall not include such information that: (a) at the time of disclosure, is published or is otherwise in the public domain; (b) was known to you prior to receipt from Renesas, provided that such prior knowledge must be reasonably evidenced by documentary evidence predating the disclosure by Renesas; (c) after disclosure, becomes part of the public domain other than through a breach of this Agreement by you or violation of an obligation of confidentiality; (d) is disclosed to you by a third party and who, in making such information available to you, is not, directly or indirectly, in violation of any obligation of confidentiality to Renesas; (e) approved by Renesas' prior written consent to be released into the public domain; or (f) was independently developed by you without use of or reference to the Confidential Information disclosed by Renesas, as evidenced by your contemporaneous written records.
2. You hereby agree that you shall treat the Confidential Information as strictly confidential, holding it in confidence using the same degree of care you use to protect confidentiality of your own information and materials of a similar nature and importance, but in no event less than reasonable care, and shall neither disclose or divulge it, directly or indirectly, to any third party nor use such Confidential Information for any purpose other than the purpose to evaluate & develop automotive system based on R-Car Gen5 devices. You are not allowed to reproduce or modify, the Confidential Information or any part thereof, provided that you may make a limited number of copies of the Confidential Information as reasonably necessary for the purpose of this Agreement so long as such copies are reproduced with any restrictive legends of the original. You further agree that you shall restrict the access to the Confidential Information only to your employees who are bound by confidentiality obligations that are no less restrictive than those set forth herein and have a need to know such Confidential Information for the purpose of this Agreement. You agree to promptly advise Renesas in writing if you become aware of any unauthorized use or disclosure of Renesas' Confidential Information.

3. If you are legally compelled to disclose any of the Confidential Information, you shall, to the extent possible and legally permitted, provide Renesas with prompt written notice of any such request or requirement in advance of such disclosure so that Renesas may in its sole discretion seek a protective order or other appropriate remedy, at Renesas' expense. If Renesas elects to seek a protective order, you shall reasonably cooperate with Renesas at Renesas' expense to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. If, in the absence of a protective order or other remedy to protect confidentiality, you are nonetheless legally required to disclose the Confidential Information, you may, without liability hereunder, disclose only that portion of the Confidential Information which is legally required to be disclosed; provided, however, that you use reasonable best efforts to preserve the confidentiality of the Confidential Information.
4. All Confidential Information disclosed by Renesas to you under this Agreement and all proprietary rights in any inventions and developments that may arise from the use of or reference thereto are the property of Renesas or, as applicable, the entity that has authorized to disclose such Confidential Information. Upon Renesas' request, you will, within thirty (30) days from receipt of such request, return to Renesas all copies of the Confidential Information in your possession, or certify that all such copies have been destroyed.
5. This Agreement shall commence on the date you agreed to the terms and conditions of this Agreement and continue in full force and effect for a period of 2 years thereafter unless earlier terminated by Renesas at any time for convenience upon giving thirty (30) days' prior notice to you. Notwithstanding any termination of this Agreement, your confidentiality obligations under this Agreement shall survive indefinitely with respect to any Confidential Information.
6. You acknowledge that, due to the unique nature of the Confidential Information, the unauthorized use or disclosure of Confidential Information or any other breach or threatened breach of your obligations will cause Renesas irreparable harm for which there will be no adequate remedy at law and for which monetary damages will not be a sufficient remedy. Accordingly, Renesas shall be entitled to seek, without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
7. **RENESAS WARRANTS THAT IT HAS THE RIGHT AND/OR AUTHORITY TO DISCLOSE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. OTHERWISE, ALL INFORMATION AND MATERIALS (INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION) ARE PROVIDED "AS IS," AND RENESAS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SUFFICIENCY OF THE INFORMATION OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION) DISCLOSED FOR ANY PURPOSE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**
8. This Agreement does not, and is not intended to: (a) create an agency or partnership relationship between the parties or any third party; (b) impose an obligation on either party to purchase, sell, license, or transfer technology, services or products; (c) impose an obligation on either party to disclose the Confidential Information; or (d) grant or confer, expressly or by implication, any license or ownership right or interest in or to any trademark, patent, trade secret, copyright, mask work or other intellectual property.
9. You shall comply with applicable laws, regulations, and orders, including, without limitation, those that may relate to the export of technical data and equipment, such as the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations, and U.S. sanctions as administered by the Office of Foreign Assets Control. You will not export, directly or indirectly, any of the Confidential Information without first obtaining required export licenses and/or government approvals.
10. This Agreement, and any dispute arising from the relationship between the parties under this Agreement, will be governed by the laws of Japan, excluding its conflict of laws rules. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Courts, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts for purposes of such proceedings.
11. You may not assign or delegate this Agreement, or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Renesas.

12. This Agreement embodies the entire understanding between the parties pertaining to its subject matter and supersedes all prior or contemporaneous representations, negotiations, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. Any additions or modifications to the Agreement must be in writing and signed by both parties. No waiver shall be binding unless executed in writing by the party against whom the waiver is sought to be enforced and each such waiver shall not constitute a waiver of any other or subsequent breach or default. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

