

## CLICK-THROUGH NON-DISCLOSURE AGREEMENT

This Click-Through Non-Disclosure Agreement (this "Agreement") is made effective as of today, by and between Renesas Electronics Corporation, a Japanese corporation having a principal place of business at 3-2-24 Toyosu, Koto-ku, Tokyo 135-0061 ("Renesas"), and you, the individual accessing Confidential Information and any single legal entity on behalf of which you are acting ("You" or "you"). Renesas wishes to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to you; and therefore:

### 1. Definitions.

- (a) "Representatives" means, if you are receiving or accessing information on behalf of a legal entity from Renesas and/or its affiliate(s), collectively, such single entity's officers, directors and employees who are bound by a written agreement with such entity to protect the Confidential Information under restrictions on use and disclosure that are no less restrictive than those set forth in this Agreement.
- (b) "Confidential Information" means any information or material disclosed by, or on behalf of, Renesas and/or its affiliate(s), to you for the Purpose concerning certain specifications, designs, plans, drawings, software, data, prototypes, know-how, or other business and/or technical information, and all copies and derivatives containing such information, including without limitation, any research developments, products, product schedules, services, inventions, processes, techniques, designs, engineering, marketing, merchandising, sales information and business strategies which Renesas considers proprietary or confidential. Confidential Information may be in any form or medium, tangible or intangible, and may be communicated in writing, orally, electronically, or through visual observation.
- (c) "Purpose" means delivering certain information as to products and/or services, etc. that may be disclosed or made available to you by, or on behalf of, Renesas and/or its affiliate(s).

### 2. Your Obligations. You shall:

- (a) not use the Confidential Information for any purpose other than the Purpose;
- (b) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer the Confidential Information or any part thereof;
- (c) not disclose the Confidential Information to any third party except its Representatives who have a need to know the Confidential Information for the Purpose;
- (d) hold the Confidential Information in confidence, using the same degree of care it uses to protect the confidentiality of its own information and materials of a similar nature and importance, but in no event less than reasonable care; and
- (e) promptly advise Renesas in writing of any unauthorized use or disclosure of the Confidential Information by you or any other third party that has, or may have, gained access to the Confidential Information through you.

You shall be liable to Renesas for any breach of this Agreement by its Representatives assuming as if such Representatives were parties hereto and had the obligations applicable to you under this Agreement.

The obligations in this Section 2 shall survive and continue into perpetuity.

### 3. Injunctive Relief. 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.

### 4. DISCLAIMER. ALL INFORMATION AND MATERIALS (INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION; COLLECTIVELY, THE "MATERIALS" IN THIS SECTION) ARE PROVIDED "AS IS," AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RENESAS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, 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 THE CONTENTS OF THE MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MATERIALS OR ANY CLAIM BY YOU OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THE USE OF THE MATERIALS. RENESAS RESERVES THE RIGHT TO RETRACT OR MODIFY ANY OF THE MATERIALS AT ANY TIME.

5. **Export Restrictions.** You shall, and shall cause its Representatives to, 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 shall, and shall cause its Representatives to, not export, directly or indirectly, any of the Confidential Information without first obtaining required export licenses and/or government approvals.
6. **Choice of Law/Jurisdiction.** This Agreement, and any dispute arising from or in connection with 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.
7. **Miscellaneous.** 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. This Agreement embodies the entire understanding between the parties pertaining to its subject matter. No amendment, cancellation, modification, or waiver of any provision of this Agreement shall be effective. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. 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.

**IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "SUBMIT" BUTTON LOCATED ON THIS PAGE, 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, PLEASE DO NOT CLICK THE "SUBMIT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE CONFIDENTIAL INFORMATION.**