

Licensed Copy Number : 1 Copy

Software User License Agreement

The customer (hereafter referred to as "Licensee") and Renesas Electronics Corporation. (hereafter referred to as "Licensor") do hereby agree to the terms and conditions as specified in this Software User License Agreement (hereafter referred to as "Agreement") concerning the enclosed software and its explanatory manuals.

ARTICLE 1. Definition

1.1 "Licensed Software" shall mean the main unit of the software tools and related executable programs, the "Library" as defined in Section 1.4 below and documentation such as explanatory manuals and all other related materials.

1.2 "Designated System" shall mean the computer system to which Licensed Software be installed. In case of Network environment system, "Designated System" shall mean the computer system to which Licensed Software be executed.

1.3 "Licensed Copy Number" shall mean the number which is printed at right upper part in this sheet. And it shall mean the number of "Designated System" which you can install Licensed Software and can make the copy of the Master Disk of Licensed Software.

1.4 "Library" shall mean a group of function programs included in the Licensed Software that enable operations including, but not limited to input/output and character recognition and that are provided in the forms of a re-locatable program.

1.5 "Developed Software" shall mean software created by Licensee incorporating all or any part of a Library in accordance with the licenses granted to Licensee under the terms and conditions of this Agreement.

ARTICLE 2. License Grant

2.1 Licensor grants Licensee a non-exclusive, non-assignable, non-transferable license:

(a) to use the Licensed Software solely on the one board of Designated System only for the purpose of creating and copying Developed Software to be incorporated in the Licensee's own products installed with Licensor's microcomputer (hereafter referred to as "Licensee's Products");

(b) to make copies of Licensed Copy Number by installer program of Licensed Software on Designated System for the purposes of using the Licensed Software in accordance with subparagraph (a) above of this Section 2.1 to develop Developed Software in accordance with subparagraphs (c) below of this Section 2.1;

(c) to merge the Library with one or more other programs to develop Developed Software, provided any portion of the Library so merged continues to be subject to the terms and conditions of this Agreement; and

(d) to print out the explanatory manuals (in electronic form) included in the Licensed Software for the purpose described above.

ARTICLE 3. Restrictions

3.1 Licensee shall not transfer the rights granted herein or allow any third party to use the Licensed Software.

3.2 Licensee shall not remove the copyright notice contained in the Licensed Software.

3.3 Licensee shall not sublicense, rent, lease, or assign the Licensed Software.

3.4 Licensee shall not reverse assemble, reverse compile or otherwise reverse engineer the Licensed Software.

3.5 The PRODUCT, its specifications and/or its description in the user's manual are subject to change in the future without any prior notice. You shall confirm that you have received the latest standards and/or specification for the PRODUCT (including the user's manual) before you make your final design, purchase or use.

3.6 The PRODUCT is not designed for, and you shall not use the PRODUCT for, applications that demand especially high quality and reliability, or where its failure or malfunction may directly threaten human life or cause risk of bodily injury, such as equipment used for aerospace, aeronautics, nuclear power, combustion control, transportation, traffic, safety equipment or medical equipment for life support. If you have any questions regarding whether or not your intended use of the PRODUCT is permitted by Renesas Electronics Corporation., please contact your local Renesas Electronics Corporation.'s sales office.

3.7 At the time of designing or planning your system using the PRODUCT, you shall consider normally foreseeable failure rates or failure modes and employ sufficient systematic measures such as fail-safe systems so that the equipment incorporating the PRODUCT does not cause any accident or other consequential damage due to operation of the PRODUCT.

ARTICLE 4. Title to Licensed Software

4.1 All right, title and interest in and to the Licensed Software are shall remain with Licensor. The copyrights in the Licensed Software owned by Licensor are protected by Japanese copyright laws, other applicable intellectual property laws and international treaty provisions. Licensor retains all rights not expressly granted.

4.2 The copyrights in the Developed Software as a derivative work of the Licensed Software shall be owned by Licensee, provided, however, that copyrights in any part of Library contained in such Developed Software shall remain the property of Licensor.

ARTICLE 5. Confidentiality

5.1 Licensee acknowledges that the Licensed Software contains valuable proprietary information and trade secrets of Licensor. Licensee shall preserve the Licensed Software

in confidence, except as permitted in this Agreement, and shall not provide or disclose the contents of all or any part of the Licensed Software to any third party without written authorization from

Licensor.

5.2 This Agreement shall not restrict disclosure or use of any information which:

- (a) can be demonstrated by Licensee to be in the public domain when received, or thereafter entered into the public domain through no fault of Licensee;
- (b) is known to Licensee at the time of the disclosure by Licensor;
- (c) is received from a third party without any restrictions on disclosure and use; or
- (d) is independently developed by Licensee through persons who have not had access to the Licensed Software.
- (e) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body or otherwise required by applicable law or regulation, but only to the extent and for the purpose of such order and only if the Licensee first notifies the Licensor of the order and provides the Licensor with an opportunity to seek an appropriate protection order.

ARTICLE 6. Term and Termination

6.1 This Agreement shall become effective upon Licensee's breaking the packaging seal of the Licensed Software or installing it and shall remain in force until terminated by any of the provisions in Sections 6.2 and 6.3 below.

6.2 Licensee may terminate this Agreement at any time on thirty (30) day prior written notice to Licensor.

6.3 In the event that Licensee shall be in default under this Agreement, Licensor may terminate this Agreement and all licenses granted hereunder by giving written notice of termination to Licensee, effective upon its sending.

ARTICLE 7. Post-Termination Procedures

7.1 In the event of any termination of this Agreement, Licensee shall cease all use of the Licensed Software and shall remove the Licensed Software from the Designated System, shall remove any Libraries contained in the Developed Software from such Developed Software (except for Libraries incorporated in the Licensee's Products already sold), and shall destroy such Licensed Software.

7.2 Licensee shall complete all the obligations described in Section 7.1 above and shall submit written proof to that effect to Licensor within thirty (30) days from the termination of this Agreement.

ARTICLE 8. (DISCLAIMER OF WARRANTY, etc.)

RENESAS ELECTRONICS AND/OR ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO LICENSED SOFTWARE AND SUPPORT SERVICES PROVIDED BY RENESAS ELECTRONICS TO LICENSEE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE USE, COPY OR DISTRIBUTION OF LICENSED SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL RENESAS ELECTRONICS AND/OR ITS LICENSORS 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 LICENSED SOFTWARE AND SUPPORT SERVICES PROVIDED BY RENESAS ELECTRONICS TO LICENSEE.

LICENSEE shall promptly notify Renesas Electronics of any proceedings involving any infringement or threatened infringement of all or any part of Licensed Software.

ARTICLE 9. Limited Warranty, Indemnification and Limitation of Liability

9.1 Any and all support for inquiry regarding the Licensed Software shall be provided by Licensee. However, any support service is not offered for the software free of charge.

9.2 Except as provided above 9.1 in this Article 9, no guarantee or support regarding the Licensed Software will be provided to Licensee from Licensor. Licensee shall solve any problems regarding the Licensed Software at its cost and own responsibility.

ARTICLE 10. Export Control

Licensee hereto represents and warrants that it shall not use any products, software and/or technology provided by Licensor, or any other products, software and/or technology manufactured or developed by using them (collectively hereinafter called, "Products"), 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 also represents and warrants that it shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Products 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.

Furthermore, Licensee represents and warrants that it shall not directly or indirectly,

export, re-export, transship or otherwise transfer the Products in violation of any applicable export control laws or regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or their transactions.

ARTICLE 11. General

11.1 This Agreement constitutes the entire agreement between the parties concerning Licensee's use of the Licensed Software and no waiver, alteration, modification or cancellation shall be binding unless made in writing and signed by the parties.

11.2 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.3 This Agreement is made under and shall be construed in accordance with the Laws of Japan. Licensee agrees that any disputes related to this Agreement shall be settled by the jurisdiction of the court determined by Licensor.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT
AND
AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

Renesas Electronics Corporation.