

#### TERMS AND CONDITIONS OF USE

This Terms and Conditions of Use (the "**Agreement**") is legally binding contract between Renesas Electronics Corporation ("**RENESAS**") 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.

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- 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 Gen3 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 Gen3 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 7 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 ANY 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

of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.				

remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent

#### Terms and Conditions of Software Evaluation License

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Therefore, in such event, please destroy all the download files containing the Software immediately.

#### **Section 1. (Definition)**

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

- 1.1 "**Documentation**" means the documentation relevant to the Program and provided to Customer as a part of the Software.
- 1.2 "**Program**" means the computer program for the RENESAS LSI provided to Customer in source code form as a part of Software. Any program created under the rights granted in this Agreement and the Tool Program shall be deemed as Program.
- 1.3 "Sample Code" means the computer program and data referred to for using the Software.
- 1.4 "**Software**" means software as set forth in <u>Appendix A</u>, including its copies.
- 1.5 "**Software Module**" means software module used for the Tool Program, which will be identified in Appendix A.
- 1.6 "**Tool Program**" means computer program provided to Customer as a part of the Software, which will be installed and used on its computer.
- 1.7 "Customer Hardware" means Automotive Electronic Control Unit (ECU) which incorporates RENESAS LSI specified in <u>Appendix A</u>, which is manufactured, developed or sold by Customer or its behalf.

#### Section 2. (License Grant)

- 2.1 Subject to the terms and conditions set forth in this Agreement, RENESAS hereby grants to Customer a personal, non-exclusive, non-transferable, royalty-free license, with no rights to sublicense to others;
  - (i) to install and copy the Software on the computer Customer owns or controls;
  - (ii) to use, copy and modify the Program and the Sample Code, and compile the Program and the Sample Code (including those modified pursuant to this Section) into executable code;
  - (iii) to incorporate the executable code compiled pursuant to Section 2.1(ii) into the Customer Hardware for sole purpose of developing and evaluating the Customer Hardware, the RENESAS LSI and/or the Software;
  - (iv) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (i) through (iii) above; and
  - (v) to install the Tool Program on the computer Customer owns or controls, and use and copy to the extent reasonably necessary to exercise the license granted in Section 2.1(ii) and (iii).
- 2.2 The Software shall not be used for qualification or mass production purposes.
- 2.3 Customer acknowledges and agrees that, in case Software Module and its terms of use is specified in Appendix A, terms and conditions of this Agreement are not applicable to the Software Module and Customer's use of the Software Module is governed by the applicable terms of use specified in Appendix A (for the avoidance of doubt, portions of Tool Program other than Software Module is licensed under this Agreement). Customer also acknowledges and agrees that, subject to applicable law, RENESAS has no obligation or liability with respect to such Software Module under this Agreement. In case Software Module is not specified in Appendix A, the Tool Program is licensed under the terms and conditions of this Agreement.

## Section 3. (Obligations and Restriction on Use)

- 3.1 Customer shall not reverse engineer, decompile, or disassemble the Tool Program.
- 3.2 Except as expressly permitted by this Agreement, Customer shall not copy, modify, sub-license, redistribute or otherwise use any component of the Software, including but not limited to, distributing Software to third parties regardless of with or without charge. Except where RENESAS agrees otherwise in a written contract signed by Customer and RENESAS, rights granted to Customer with this Agreement may not be extended or modified.
- 3.3 In the case Customer uses the Software with any other software, Customer acknowledges and agrees that Customer shall continue to be bound by the terms and conditions set forth herein for use of the Software. Customer shall take all necessary measures to avoid the application of the terms and conditions of the third party software to the Software, including but not limited to, disclosure or sublicense of the Software.
- 3.4 Customer shall not alter, remove or delete, and shall reproduce any copyright, patent or other proprietary rights notice or markings contained on or within the Software. Notwithstanding the foregoing, the title, interest or intellectual property rights in and to the modifications of the Program created by Customer under the right granted in Section 2.1(ii) shall be owned by Customer (subject to the underlying title, interest and/or intellectual property rights in Software retained by RENESAS and/or licensor(s) of RENESAS), and Customer may add its copyright or other proprietary rights notice or markings. Nothing

- contained in this Section 3.4 shall affect any title, interest or intellectual property rights in and to the Software, which shall remain an exclusive property of RENESAS and/or licensor(s) of RENESAS.
- 3.5 Notwithstanding the Section 3.4 above, Customer shall not exercise its rights arising from its rights in and to the modification to the Program against RENESAS or other users of the Software in case RENESAS or other users make same or substantially similar modifications.
- 3.6 Neither this Agreement or any rights granted to Customer under it may be assigned, granted security interest in, sub-licensed or otherwise transferred by Customer to any third party without the prior written consent of RENESAS.
- 3.7 Except as expressly provided herein, no rights or licenses shall be granted to Customer in connection with the Software.
- 3.8 The Software and copyright or any other intellectual property rights of the Software are owned by RENESAS and/or its licensors and nothing contained herein shall transfer or be deemed to transfer to Customer copyright or any other intellectual property rights of the Software.

## Section 4. (Warranty Disclaimer; Limitation of Liability; Indemnification)

- 4.1 CUSTOMER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS PROVIDED "AS IS". RENESAS AND/OR ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), IN WHOLE OR IN PART WITH RESPECT TO THE SOFTWARE WHICH MAY BE PROVIDED BY RENESAS TO CUSTOMER HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT RENESAS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR WARRANTY THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.
- 4.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS AND ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF SOFTWARE PROVIDED BY RENESAS TO CUSTOMER, EVEN IF RENESAS AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 Software, Customer shall immediately notify RENESAS thereof.
- 4.3 Customer shall indemnify, defend, and hold harmless RENESAS and its affiliates and its and their officers, directors, employees, and licensors 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 its use or misuse of the Software or its breach or alleged breach of this Agreement.

#### **Section 5. (Confidentiality)**

5.1 Customer hereby agrees that Customer shall treat the Software and related information furnished by RENESAS to Customer hereunder, and information Customer obtained from using thereof (collectively as "Confidential Information") as strictly confidential, and shall neither disclose or divulge it, directly or

indirectly, to any third party without prior written agreement by RENESAS (including an agreement by email) nor use such Confidential Information for any purpose other than the purpose of this Agreement. Customer further agree that Customer shall restrict the access to Confidential Information only to your employees who have confidentiality obligations and have a need to know such Confidential Information for the purpose of this Agreement.

## Section 6. (Export Control; Compliance with Laws)

- 6.1 Customer represents and warrants that Customer shall not use the Software and Confidential Information 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) other military activities, or (iii) any use supporting these activities. Customer also represents and warrants that you shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Software and Confidential Information 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.
- 6.2 Customer represents and warrants that Customer shall not directly or indirectly, export, re-export, transship or otherwise transfer the Software 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, including but not limited to Foreign Exchange and Foreign Trade Act.
- 6.3 Customer agrees to comply with all applicable laws, regulations, licensing or other requirements regarding transactions under this Agreement, including applicable commercial and public anti-bribery laws such as the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit both direct and indirect corrupt offers of anything of value to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage.

## **Section 7. (Termination)**

- 7.1 RENESAS may immediately terminate this Agreement by giving a written notice of termination to Customer:
  - (i) if Customer defaults in any of the provisions of this Agreement; or
  - (ii) if Customer becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against Customer, or a receiver is appointed with respect to any of the assets of Customer, or liquidation proceeding is commenced by or against Customer or if in the opinion of the RENESAS Customer does any act which prejudices its rights.
- 7.2 Customer or RENESAS may terminate this Agreement with prior written request to the other party.
- 7.3 Upon termination of this Agreement, Customer shall not use, reproduce, alter, or distribute the Software and related information provided by RENESAS (including its reproductions. The same shall apply hereafter). Immediately after the termination of this Agreement, Customer shall either return to RENESAS the Software and related information provided by RENESAS in its possession or control, or destroy them, at the sole discretion of RENESAS, and shall submit evidence for the return or destruction to RENESAS.

## Section 8. (Term)

- 8.1 This Agreement shall continue in force for one (1) year from the date Customer agreed to the terms and conditions of this Agreement unless sooner terminated pursuant to Section 7. This Agreement shall be automatically extended for further period(s) of one (1) year unless either party gives notice of termination to the other party at least ninety (90) days before expiration of the initial term of this Agreement or any extended term thereof.
- 8.2 The parties agree that the rights and obligations set forth in Sections 2.3, 3 through 6, 7.3, 9.2, 10 and 11 shall survive termination of this Agreement by any reason.

## Section 9. (Elimination of antisocial forces (such as organized crime groups))

- 9.1 RENESAS may terminate all or part of this Agreement at any time without any prior notification in the event that Customer, its affiliates, employees, directors or officers are found to: (a) belong to, or be otherwise involved in, organized crime groups, racketeers or any other entity related to organized crime group ("Anti-Social Forces"); (b) provide funds, or provide services, to any Anti-Social Forces; (c) have any other relationship with any Anti-Social Forces; or (d) use threatening behavior or violence in business transactions, disseminate false information, employ fraudulent means or methods that obstruct the business operations of RENESAS, or use any other behavior that is similar to these actions.
- 9.2. Renesas is not responsible for any losses or damages suffered by Customer as a result of termination pursuant to Section 9.1.

## Section 10. (General)

- 10.1 If any part of this Agreement is found to be illegal or unenforceable, then such illegal or unenforceable part will be stricken, but the remainder of this Agreement will continue in full force and effect.
- Any failure by a party to enforce any of the provisions of this Agreement to the other party, unless waived in writing, shall not constitute a waiver of the party's rights to enforce such provision or any other provisions of this Agreement in the future.
- 10.3 Customer and RENESAS are independent parties. This Agreement does not, and is not intended to create an agency, partnership, joint venture or employment relationship between the parties. Neither party has the authority to bind the other party by contract or otherwise to any obligation.
- This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Any change, modification or amendment of the terms of this Agreement shall not be effective unless reduced to writing and authorized by RENESAS.
- 10.5 If Customer is, or is entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the 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 Software are governed by the terms of this Agreement.
- The rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by applicable law or at equity. Customer recognizes that the covenants contained in Section 2, Section 3 and Section 5 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 Customer'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, Customer 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 11. (Governing Law and Jurisdiction)

This Agreement shall be governed by the laws of the State of California, US, without giving effect to any choice of law rule that would cause the application of the laws of any other country. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Santa Clara, California and shall be conducted in the English language. The arbitration award shall be final and binding upon the parties hereto and shall not be subject to appeal to court; and judgment on the award may be entered in any court having jurisdiction thereof.

# Appendix A

<RENESAS LSI> R8A77970(R-Car V3M) R8A77980(R-Car V3H)

## <Software>

R-Car V3M MCAL (Part number: RTM8RC7797ZPKGZQA0JPDRE)

Software	Processor	Format	OS
CAN	CortexR7	source	Autosar R4.2.2
DIO	CortexR7	source	Autosar R4.2.2
EMM	CortexR7	source	Autosar R4.2.2
FLS	CortexR7	source	Autosar R4.2.2
GPT	CortexR7	source	Autosar R4.2.2
ICCOM	CortexR7	Source	Autosar R4.2.2
IPMMU	CortexR7	Source	Autosar R4.2.2
MCU	CortexR7	Source	Autosar R4.2.2
PORT	CortexR7	Source	Autosar R4.2.2
RFSO	CortexR7	Source	Autosar R4.2.2
SPI	CortexR7	Source	Autosar R4.2.2
THS	CortexR7	Source	Autosar R4.2.2
WDG	CortexR7	source	Autosar R4.2.2

# R-Car V3H MCAL (Part number: RTM8RC7798ZPKGZQA0JPDRE)

Software	Processor	Format	OS
CAN	CortexR7	source	Autosar R4.2.2
CRC	CortexR7	Source	Autosar R4.2.2
DIO	CortexR7	Source	Autosar R4.2.2
EMM	CortexR7	Source	Autosar R4.2.2
ETH	CortexR7	Source	Autosar R4.2.2
FLS	CortexR7	Source	Autosar R4.2.2
GPT	CortexR7	Source	Autosar R4.2.2
ICCOM	CortexR7	Source	Autosar R4.2.2
IIC	CortexR7	Source	Autosar R4.2.2
IPMMU	CortexR7	Source	Autosar R4.2.2
MCU	CortexR7	Source	Autosar R4.2.2
PORT	CortexR7	Source	Autosar R4.2.2
RFSO	CortexR7	Source	Autosar R4.2.2
SPI	CortexR7	Source	Autosar R4.2.2
THS	CortexR7	Source	Autosar R4.2.2
WDG	CortexR7	source	Autosar R4.2.2

<sup>\*</sup> The Software consists of the following components provided with REL standard configuration settings Target Compiler :ARM Compiler version 6.6.1