RENESAS

This Terms and Conditions of Software License ("Agreement") is legally binding contract between Renesas Electronics Corporation ("RENESAS") and you.

Thank you for your requirement the software product ("Software") of Renesas Electronics Corporation.

Before using the Software, i.e., installing it into your computer, etc., or copying or using it on your computer, etc. ("Use"), please be sure to read carefully the terms and conditions of the Embedded Software License Agreement ("Agreement") that is enclosed in the Software or that will be appearing on your computer screen.

By clicking on the "I accept" button, or by downloading, installing, accessing, or otherwise copying or using all or any portion of the Software, (a) you accept all of the terms and conditions of this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (b) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) and yourself. In addition, you agree that this Agreement is enforceable between you and Renesas Electronics Corporation, like any written negotiated agreement signed by you, as it constitutes a binding contract between you and Renesas Electronics Corporation.

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, INSTALL, ACCESS OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE. THE SOFTWARE IS BEING LICENSED AND NOT SOLD OR TRANSFERRED TO YOU. RENESAS ELECTRONCS CORPORATION PERMITS YOU TO DOWNLOAD, INSTALL, ACCESS, OR OTHERWISE COPY OR USE THE SOFTWARE (INCLUDING THE FUNCTIONALITY OR FEATURES THEREOF) ONLY IN ACCORDANCE WITH THIS AGREEMENT.

In case you do not agree to the terms and conditions of this Agreement, Renesas Electronics Corporation permits you not to grant the license of the Software. In case you do not agree to the terms and conditions of this Agreement, please destroy all the download files containing the Software immediately.

If you have any comments or questions on this Software, please feel free to contact the sales companies or agent.

Embedded Software License Agreement
(Product's named: Renesas Graphics Architecture ("RGA")(R01AN4455))
(Click-on form/ Free/ Source code form/ Mass Production Purposes)

This Embedded Software License Agreement (this "**Agreement**") is entered into by and between Renesas Electronics Corporation ("**REL**") and you (the entity on whose behalf you are entering into this Agreement or, if there is no such entity, you as an individual) ("**Customer**") on the other.

Article 1 (Definition)
As used herein, the following terms shall have the following meanings:

- (1) "REL Product(s)" means semiconductor products to be designed and/or manufactured by or for REL as specified in Exhibit A.
- (2) "Driver Program" means driver programs which can operate with the REL Products as specified in Exhibit A
- (3) "Sample Program" means sample programs as specified in Exhibit A.
- (4) "Program" means the Driver Program and the Sample Program, collectively and their model name is RTM0RZA2M0LTSI0100P.
- (5) "Documentation" means any documentation in connection with the Program.
- (6) "Licensed Software" means the Program and the Documentation, collectively.
- (7) "Customer's Product(s)" means Customer's system products incorporated the REL Product.
- (8) "Developed Program" means a program to be created by Customer which operates with the REL Product and the Driver Program.
- (9) "Subsidiary" means means a corporation, company or other entity more than fifty percent (50%) of whose outstanding shares (representing the right for the election of directors or other managing authority of such corporation, company or other entity) are, now or hereafter, owned or controlled, directly or indirectly, by REL, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.
- (10) "Open Source Software" means each of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux, GPL) or similar licensing or distribution models; and (ii) any software that requires as a condition of use, modification and/or distribution that such software or other software incorporated into, derived from or distributed with such software: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

Article 2 (Grant of License)
- 1. To the extent REL has the right to do so without any payment to others and pursuant to the terms and conditions set forth herein, REL hereby grants to Customer a non-exclusive, non-transferable and royalty-free license right with no right to sublicense to others:
  - (1) to install the Licensed Software into the hard-disc of a computer owned or controlled by Customer for the purpose of developing and testing the Developed Program;
  - (2) to use, copy and modify the Program for the purpose of developing and testing the Developed Program;
  - (3) to copy the Program in object code form (including modified in Sub-Section (2) above) and distribute the Program by incorporating the Program together with the Developed Program into the Customer's Products; and
  - (4) to use, copy and distribute the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (1) through (3) above.
- 2. Any title, interest or intellectual property rights in the Licensed Software shall remain the exclusive property of REL, the Subsidiary and/or their licensor. Except as expressly provided herein, no right or licenses shall be granted to Customer in connection with the Licensed Products.
- 3. Customer shall not transfer, rent or otherwise dispose of the rights licensed under this Article 2 to any third party.
- 4. In addition to the license terms and conditions set forth herein, Customer agrees to comply with the additional license terms and conditions set forth in Exhibit B corresponding to the Program Product.

Article 3 (Restriction)
Except as expressly provided herein, Customer shall not: (i) remove, obliterate or modify any copyright, trademark or other proprietary notice or mark appearing on the Licensed Software; (ii) shall not sublicense, rent, assign, transfer or otherwise dispose the Licensed Software and its license to any third party; or (iii) shall not

use the Licensed Software with Open Source Software. When copying Licensed Software, Customer shall reproduce such notice or mark on such copies.

Article 4 (No Warranty)
- 1. REL MAKE NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO THE LICENSED SOFTWARE PROVIDED BY REL TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE USE OR COPY OF THE LICENSED SOFTWARE SHALL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.
- 2. REL FURTHER DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT (i) LICENSED SOFTWARE WILL OPERATE CORRECTLY, WHEN USED IN COMBINATION WITH CUSTOMER'S PRODUCT AND ANY EQUIPMENT, DEVICE OR PROGRAM CHOSEN BY CUSTOMER; AND THAT (ii) LICENSED SOFTWARE WILL BE FIT FOR CUSTOMER'S ANY PARTICULAR PURPOSE.
- 3. THE WARRANTIES STATED IN THIS ARTICLE 4 ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY REL, INCLUDING STATUTORY RESPONSIBILITY HELD BY REL RELATED TO DEFECT WARRANTY.

Article 5 (Ownership)
- 1. Nothing contained herein shall transfer or be deemed to transfer to Customer any title, interest or intellectual property rights in the Licensed Software, which shall remain an exclusive property of REL, the Subsidiary and/or their Licensor(s).
- 2. Subject to rights stated in Article 5.1 above relating to underlying Program, such rights relating to modification to the Program carried out by or for Customer for the purpose of creating the Developed Program shall be owned by Customer, unless otherwise expressly stated herein.

Article 6 (Third Party Claim)
Customer shall promptly notify REL of any proceedings involving any infringement or threatened infringement of all or any part of Licensed Software.

Article 7 (Confidentiality)
- 1. Customer hereby agrees that it shall treat the Licensed Software and related information (collectively as "Confidential Information") furnished by REL to Customer hereunder as strictly confidential, and shall neither disclose or divulge it, directly or indirectly, to any third party nor use such Confidential Information solely for the purpose of this Agreement. Notwithstanding the foregoing, the Licensed Software whether or not specifically marked or indicated to be confidential, shall be deemed to be the Confidential Information.
- 2. The confidentiality obligations herein shall not apply to any information which:
  (1) is already in lawful possession of Customer at the time of disclosure under this Agreement;
  (2) is in the public domain at the time of disclosure to Customer under this Agreement;
  (3) becomes publicly available through no fault of Customer and without breach of this Agreement;
  (4) is rightfully obtained by Customer from a third party without restrictions on its disclosure; or
  (5) is subsequently developed independently by employees of Customer without reference to the Confidential Information;
- 3. Customer is required to disclose by law or ordinance in response to a valid order of a court or other governmental body, provided, however, that prior written notice of such disclosure shall first be given to REL.
- 4. All Confidential Information delivered by REL to Customer pursuant to this Agreement shall be and remain the property of REL.

Article 8 (Limitation of Liability)

TO THE MAXIMUM EXTENT PERMITTED BY LAW, REL SHALL NOT BE LIABLE TO CUSTOMER (OR ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR CUSTOMER'S LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY OF LIABILITY INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR LOSS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, OR ANY OTHER ECONOMIC DAMAGE, PROPERTY DAMAGE, OR PERSON INJURY AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER REL WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

Article 9 (Term)

- 1. This Agreement shall become effective upon Customer's acceptance of the terms and conditions of this Agreement and shall remain in force until the termination according to Article 10 or unless any party delivers to the other party written notice of its intention to terminate this Agreement.
- 2. The provisions in Articles 3 through 8, 9.2 and 11 through 15 shall survive expiration or termination of this Agreement for any reason. of such expiration or termination.

Article 10 (Termination)

REL may terminate this Agreement without prejudice to any other right or remedy it may have against Customer, upon the written notice to Customer, in the event that:

- (1) Customer commits any material breach of this Agreement, and such breach is not cured within thirty (30) days after the written notice of such breach to Customer; or
- (2) Customer is adjudicated bankrupt, becomes insolvent, makes a general assignment for the benefit of creditors, or enters dissolution or liquidation proceedings.

Article 11 (Actions Taken after Termination)

Immediately upon termination or expiration of this Agreement, all the rights granted to Customer hereunder shall cease to exist forthwith and Customer shall cease all use of the Licensed Software and all distribution of the Licensed Software. In addition, Customer shall return to REL, or destroy (as certified by a duly authorized representative of Customer), all of Licensed Software in its possession or control within thirty (30) days after the date of such expiration or termination.

Article 12 (Export Restriction)

Customer represents and warrants that Customer shall not use the Licensed Software 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 Customer shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Licensed Software 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, Customer represents and warrants that Customer shall not directly or indirectly, export, re-export, transship or otherwise transfer the Licensed 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.

Article 13 (General)

- 1. Customer will have no right to assign this Agreement, in whole or in part, by operation of law or otherwise, without the REL's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect.
- 2. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- 3. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 4. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 5. This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

Article 14 (CAUTION)
- 1. Neither Licensed Software nor REL Product is designed, manufactured or tested for applications or otherwise in systems the failure or malfunction of which may cause a direct threat to human life or create a risk of human injury or which require especially high quality and reliability such as safety systems, or equipment or systems for transportation and traffic, healthcare, combustion control, aerospace and aeronautics, nuclear power, or undersea communication transmission. REL shall have no liability for damages arising out of the uses set forth above.
- 2. Notwithstanding Article 14.1 above, Customer shall not use the Licensed Software and/or REL Product for the purposes listed below:
  (1) artificial life support devices or systems
  (2) surgical implantations
  (3) healthcare intervention (e.g., excision, administration of medication, etc.)
  (4) any other purposes that pose a direct threat to human life.
- REL shall have no liability for damages arising out of the uses set forth in the above and Customer who elects to use the Licensed Software or REL Product in any of the foregoing applications shall indemnify and hold harmless REL against any and all damages arising out of such applications.

Article 15 (JURISDICTION)
This Agreement shall be governed by the laws of the state of California. 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.

Exhibit A
- REL Product(s)
  RZ/A2M Group micro processing unit
- Driver Program:
  RGA (R01AN4455)
- Sample Program:

RGA Tutorial（R01AN4491）
- Product Code
  Product name: RZ/A2M Group Graphics RGA Package
  Product type: R01AN4606

Exhibit B
<h2 style="text-align:center">Restriction on Use of D/AVE 2D Driver</h2>

- 1. Customer acknowledges that TES Electronics Solutions GmbH ("TES") has certain intellectual property rights to D/AVE 2D Driver stored in the following folder.
  - ✓ graphics_rga_sample¥rza2m_graphics_sample¥generate¥sc_drivers¥r_rga¥src¥driver
  - ✓ graphics_rga_sample¥rza2m_graphics_sample¥generate¥sc_drivers¥r_rga¥src¥driver_l
- 2. Customer also acknowledges and agrees that REL has certain obligation to report to TES the fact that D/AVE 2D Driver is provided from REL to Customer.