

Software Licensing Agreement

THIS SOFTWARE LICENSE AGREEMENT (“Agreement”) GOVERNS YOUR USE OF SOFTWARE PROVIDED BY RENESAS ELECTRONICS CORPORATION OR ITS AFFILIATES (“RENESAS”).

BY CLICKING “AGREE” OR BY ACCESSING, DOWNLOADING, OR USING THE SOFTWARE, YOU CONFIRM YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT (“Licensee”) AND AGREE TO BE BOUND BY ITS TERMS.

IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE AND REMOVE IT FROM YOUR SYSTEM.

Whereas:

- Renesas has certain rights, among which the rights to provide Licensee with certain software products, including software development kits (“Software Development Kits” or “SDK”), for the development of Licensee’s applications in relation to Renesas integrated circuit products (“ICs”) or third party ICs authorized by Renesas in writing (collectively, “Authorized Device”); software tools for the internal testing, development, calibration, configuration, and/or optimization of Licensee’s applications and/or Authorized Devices (“Renesas Software Tools”); certain pre-developed reference designs and sample applications, together with any example code to assist Licensee in development of Licensee’s products (“Reference Designs”); certain software packages to assist Licensee in developing applications implementing functionality for certain industry platforms, including, but not limited to,

- HomeKit™, iOS™ and Android™ (“Platform Packages”).
- All the above software (whether taken singly or together), in addition to any modifications, updates, upgrades, patches, and any additional software provided by Renesas shall be referred to as the “Licensed Software”, unless expressly referred to by name under this Agreement;
- The term “Sample Source Code” means all Licensed Software provided in source code form. Where the distinction between source and object code is not relevant, “Licensed Software” refers to the software in any form.
- Licensee wishes to use the Licensed Software for the purpose of designing, developing, testing, calibrating, manufacturing, marketing, exporting, and selling Licensee’s products that integrate the Licensed Software solely with Authorized Devices (“Licensee’s Products”) (the “Permitted Use”).

Now, therefore, it is agreed as follows:

1. License Grants and conditions
 - 1.1 Software Development Kit Subject to and conditioned on Licensee’s compliance with the terms and conditions of this Agreement, Renesas hereby grants to Licensee, under Renesas’s intellectual property rights embodied in the SDK, a non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:
 - a. to develop, at its own expense and risk, Developed Applications (as defined in

Section 4.2) making use of the SDK and embedding such Developed Applications into Authorized Devices;

- b. to modify the Sample Source Code related to the SDK to the extent necessary for customization of the Developed Applications, solely as limited by this Agreement and solely in relation to Authorized Devices;
- c. to manufacture or have manufactured Licensee's Products incorporating the Authorized Devices, and market, sell and distribute Licensee's Products, on a worldwide basis to the end user, directly or indirectly;

1.2 Renesas Software Tools

Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, Renesas hereby grants to Licensee, under Renesas's intellectual property rights embodied in the Renesas Software Tools, a non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

- a. to use the Renesas Software Tools for the purpose of internal testing, calibration, and application development, and to modify, improve and alter the same (where Sample Source Code is provided), solely in relation to Authorized Devices;

1.3 Reference Designs

Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, Renesas hereby grants to Licensee, under Renesas's intellectual property rights embodied in the Reference Designs, a non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except

as expressly permitted in this Agreement), and solely for the Permitted Use:

- a. to develop, at its own expense and risk, applications making use of the Reference Designs solely in relation to Authorized Devices;
- b. to modify the Sample Source Code related to the Reference Designs to the extent necessary for customization of the Licensed Software, solely as limited by this Agreement and solely in relation to Authorized Devices;
- c. to manufacture or have manufactured Licensee's Products incorporating the Authorized Devices, and market, sell and distribute Licensee's Products, on a worldwide basis to the end user, directly or indirectly;

1.4 Platform Packages

Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, and subject to any additional terms and conditions required by Apple® or Google®, or any other third party platform owner, Renesas hereby grants to Licensee, under Renesas's intellectual property rights embodied in the Platform Packages distributed by Renesas to Licensee, a non-exclusive, non-transferable, revocable (in accordance with the provisions hereof), royalty-free, fully paid-up, worldwide rights, without the right to sub-license (except as expressly permitted in this Agreement), and solely for the Permitted Use:

to develop, at its own expense and risk, applications making use of the Sample Source Code related to the Platform Packages, and market, sell and distribute such applications for use in an Authorized Device;

- a. to modify the Sample Source Code related to Platform Packages to the

extent necessary for customization of the applications, solely as limited by this Agreement (or any other applicable third party agreement required by the platform owner), and solely in relation to use on an Authorized Device;

1.5 Sublicensing rights

Upon prior written consent of Renesas, Licensee may distribute the Licensed Software, whether modified or unmodified, solely as necessary for internal development purposes, to Licensee's contractors or other third parties performing services on behalf of Licensee (collectively, "Authorized Third Parties"). Authorized Third Parties shall have no right to sublicense, redistribute, or commercially exploit the Licensed Software beyond the scope authorized herein.

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Licensee remains fully responsible and liable for ensuring compliance with the terms of this Agreement by each Authorized Third Party.

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1.7 Licensee shall maintain up-to-date internal records of all Authorized Third Parties used by Licensee under this Agreement, including, specifically, details of any Sample Source Code in the possession of the latter. Licensee acknowledges Renesas's right to have access to these records at any time and recognizes that the failure to keep such records or grant Renesas access thereto constitutes a material breach of this Agreement.

1.8 Licensee shall at all times remain responsible for the due and proper compliance with the provisions of this Agreement by each of its distributors, subsidiaries and affiliates and any Authorized Third Parties, and shall execute suitable agreements to that effect. Licensee remains fully liable to Renesas for actual and direct damages incurred by Renesas in connection with any failure to comply therewith.

1.9 All rights not expressly granted to Licensee pursuant to this Agreement are reserved by Renesas. Other than the licenses expressly granted to Licensee in this Section 1 with respect to the Licensed Software, no additional right, license, authority or immunity of any kind is granted (or deemed assigned or granted) by Renesas to Licensee or any third party (whether by implied license, estoppel, exhaustion or otherwise.)

1.10 Nothing in this Agreement shall be construed as granting Licensee the right to use the trademark 'Bluetooth' or any other third party trademarks. Such right must be sought separately by the Licensee from the relevant organization or third party.

1.11 Licensee shall be responsible for purchasing Renesas ICs or Authorized Devices through the customary sales channels.

1.12 Licensee represents and warrants that, to the extent the Licensed Software incorporates or implements any functionality, technology, or specifications subject to Apple Inc.'s 'Made for iPhone/iPad/iPod' ("MFi") Program, Licensee is, and shall at all times during the term of this Agreement remain, an authorized MFi licensee of Apple Inc. in full compliance with all applicable terms, conditions, and requirements of the MFi Program.

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5.3 Unless otherwise required by law, Renesas is not obligated to fix bugs, provide maintenance, notify Licensee of known issues, update the Licensed Software, or ensure compatibility with any operating system, device, or hardware, unless otherwise expressly agreed in writing.

6. Infringement and Indemnification

6.1 Licensee shall use its reasonable efforts to protect Renesas's and/or its licensors' intellectual property in the Licensed Software and shall report promptly to Renesas any actual or suspected infringement of such rights of which it becomes aware. Licensee shall be liable for the actions and omissions of its contractors, employees and agents, and manufacturers of its end-products, including any Authorized Third Parties (collectively, the "Representatives"), with respect to any use of the Licensed Software, or any use of Renesas's Confidential Information, that is not authorized by the terms of this Agreement.

6.2 Renesas reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement and misappropriation of its or its licensors' intellectual property rights. To this end, Licensee agrees to furnish for free all reasonable assistance in the above.

6.3 NOTWITHSTANDING ANY CONTRARY PROVISIONS OF THIS AGREEMENT, OR OF ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO, RENESAS PROVIDES (A) NO INDEMNIFICATION FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS AND/OR ANY CLAIMS OF MISAPPROPRIATION OF THIRD PARTY CONFIDENTIAL INFORMATION, AND (B) NO INDEMNIFICATION WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY RIGHTS FOR WHICH LICENSES ARE AVAILABLE FROM STANDARD-SETTING ORGANIZATIONS, OR WHICH ARE AVAILABLE AS A RESULT OF AN UNDERTAKING TO A STANDARD-SETTING ORGANIZATION.

6.4 WITHOUT LIMITING THE GENERALITY OF SECTION 6.3, LICENSEE ACKNOWLEDGES THAT IMPLEMENTATION OR UTILIZATION OF THE LICENSED SOFTWARE (INCLUDING IMPORT, EXPORT, SALES, MANUFACTURE, DISTRIBUTION OR OTHER DISPOSAL OF LICENSEE'S END PRODUCT), WHETHER OR NOT UNDERTAKEN TO COMPLY WITH

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6.5 LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS RENESAS AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, CUSTOMERS, LICENSORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS (EACH AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTY (INCLUDING, BUT NOT LIMITED TO, COSTS OF DEFENCE, INVESTIGATION AND REASONABLE ATTORNEY'S FEES) ARISING OUT OF, RESULTING FROM OR RELATED TO: (1) ANY BREACH BY LICENSEE OR ITS REPRESENTATIVES OF (A) THE LICENSES GRANTED HEREUNDER, (B) ANY WARRANTY OF LICENSEE HEREUNDER, AND (C) ANY OTHER MATERIAL PROVISION OF THIS AGREEMENT; (2) ANY CLAIM THAT THE DEVELOPED APPLICATIONS (AS DEFINED HEREIN) INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.

7. Term and Termination

7.1 This Agreement shall be effective from the Effective Date and shall remain in force until terminated in accordance with the provisions hereof.

7.2 Renesas may terminate this Agreement upon providing written notice to Licensee if: (a) Licensee materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice from Renesas specifying the breach; or (b) Licensee

is acquired, merged, or undergoes a change of control without providing prior written notice to Renesas and obtaining Renesas' written approval, which shall not be unreasonably withheld. Termination under this Section shall be effective upon the expiration of the cure period or, in the case of (b), immediately upon written notice by Renesas.

7.3 Upon termination of this Agreement, all licenses granted under this Agreement shall terminate and Licensee shall promptly return or destroy (at Renesas' option) all copies of the Licensed Software. If Renesas so requests, Licensee agrees to have an executive of Licensee provide Renesas with a letter stating that all copies of the Licensed Software have been returned or destroyed.

7.4 Notwithstanding Section 7.3, upon termination of this Agreement (except where such termination is due to a material breach of this Agreement by Licensee as determined by Renesas), Licensee shall retain the following rights, subject to compliance with all other terms of this Agreement, unless otherwise expressly stated by Renesas: (i) Licensee may retain a single copy of the Licensed Software solely for the purpose of providing support and maintenance to products already deployed in the field at the time of termination; (ii) Licensee may continue to sell, distribute, or otherwise commercialize Licensee's Products that were manufactured prior to the termination date, and which were already held in inventory at such time.

For the avoidance of doubt, the termination of this Agreement shall not affect the rights of end users who have lawfully acquired Licensee's Products.

This Section shall survive any termination or expiration of this Agreement to the extent necessary to give effect to the rights and obligations stated herein.

7.5 Sections 1 (excluding sections 1.1-1.5, except to the extent required to give effect to section 7.4), 2, 3, 4, 6, 7, 8, 9 and 10 shall survive any expiry or termination of this Agreement.

8. Confidentiality

This section shall apply in addition to the terms of any non-disclosure agreement in place between the Parties. All Renesas information of a confidential nature, including but not limited to, know-how, notes, data sheets, customer lists, extracts, analyses, software (whether in source or object code) and materials marked "confidential" or other similar mark shall be considered "Confidential Information" under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information which: (a) is or becomes publicly available through no breach of this Agreement by the receiving party; (b) is lawfully obtained by the receiving party from a third party without obligation of confidentiality; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is required to be disclosed pursuant to applicable law, regulation, court order, or other legal process, provided that the receiving party promptly notifies the disclosing party (to the extent legally permissible) to allow the disclosing party an opportunity to seek protective measures.

Licensee shall protect the Confidential Information by using at least the same degree of care, but no less than a commercially reasonable degree of care and security, to prevent the unauthorized use, dissemination or publication of Confidential Information as Licensee uses to protect its own confidential information of a like nature. At a minimum, Licensee shall limit disclosure of Confidential Information to those of its employees, contractors, agents, representatives, Authorized Third Parties and professional advisors who: (a) have a need to know such information for the purposes of this Agreement; and (b) have agreed in writing to be bound by non-disclosure terms at least as comprehensive as those set forth herein (and for whose failure to comply herewith Licensee shall be held vicariously liable, as if such failure was a failure of Licensee).

On termination or expiry of this Agreement, Licensee agrees to either destroy or return such Confidential Information, at the option of Renesas. In case Renesas elects neither of the above options, the confidentiality obligations

contained herein shall survive any expiry or termination of this Agreement and shall survive in perpetuity, or until such time as the Confidential Information is made public (by no fault of Licensee or Authorized Third Parties).

9. Limitation of Liability

IN NO EVENT SHALL RENESAS OR ANY OF ITS AFFILIATES OR ITS OR THEIR LICENSORS OR SUPPLIERS BE LIABLE, IN THE AGGREGATE, FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE IN EXCESS OF THE GREATER OF ONE HUNDRED UNITED STATES DOLLARS (US\$100) AND THE MINIMUM AMOUNT PERMITTED BY LAW, EVEN IF RENESAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, DAMAGES OR LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND REGARDLESS OF THE CAUSE IN LAW, RENESAS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM INTERRUPTED OPERATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CAPITAL AND/OR LOSS OF INFORMATION AND DATA INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHER THEORY OF LIABILITY.

10. General

10.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without reference to conflict of laws principles.

10.2 Any dispute or claim arising out of or relating to this Agreement (including any matters regarding its existence, scope, validity, breach or termination, or any non-contractual obligations arising out of or related to it) that is

not able to be resolved through negotiations shall be submitted to arbitration in London, England, administered by the International Chamber of Commerce under its Rules of Arbitration. There shall be one arbitrator and the language of the arbitration shall be English. The award shall be in writing, state the reasons for the award and be final and binding. Judgment on the award may be enforced in any court of competent jurisdiction. To the extent permitted by law, the parties shall preserve the confidentiality of all aspects of the arbitration and dispute. The arbitration shall be the sole and exclusive forum for the final resolution of any such dispute or claim. Notwithstanding the foregoing, Renesas may seek interim or injunctive relief in any court of competent jurisdiction to protect its intellectual property rights.

10.3 Renesas may assign this Agreement or any of its rights under this Agreement, in whole or in part, to another person or entity. Licensee may not assign, sublicense or transfer this Agreement or any of Licensee's rights hereunder to any third party, without Renesas's express prior written consent, which may be withheld in Renesas's sole discretion. This Agreement shall be binding upon Licensee and Licensee's heirs, executors, administrators, successors and permitted assigns, and shall inure to the benefit of all successors and assigns of Renesas.

10.4 Licensee shall comply with all applicable export control and trade sanctions laws, regulations, and orders, including those of the United States, the European Union, and any other relevant jurisdictions. Licensee shall not, directly or indirectly, export, re-export, transfer, or disclose any licensed technology or related materials to any destination, entity, or person prohibited by applicable laws without obtaining the required authorizations. Licensee agrees to obtain all necessary licenses, permits, or approvals required by such laws and regulations.

10.5 This Agreement and any Mutual NDA in place between the parties, constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes and replaces all prior or contemporaneous correspondence, negotiations, agreements and understandings between

Licensee and Renesas, and any representations and warranties, both oral and written. Notwithstanding the foregoing, if Licensee has entered into a separate non-disclosure agreement with Renesas with respect to the confidentiality of the Licensed Software, then that agreement shall continue to apply with respect to that subject matter to the extent that it is more protective of the confidentiality of the Licensed Software than this Agreement. Any omission to exercise, or delay in exercising, any right, power or remedy provided by law or under this Agreement shall not constitute a waiver thereof. All waivers must be in writing and be signed by an authorized signatory of the party waiving its rights. All modifications to this Agreement must be in writing and be signed by authorized signatories of both parties.

10.6 If any provision of this Agreement is held invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision shall be severed or limited to the minimum extent necessary so that the remaining provisions of this Agreement will continue in full force and effect.

10.7 Licensee acknowledges and agrees that the terms of this Agreement may be updated, modified or changed at any time (and that such update, modification or change shall be binding on Licensee), provided Renesas has provided Licensee with reasonable notice of the same.