



END USER LICENSE AGREEMENT

In consideration of the mutual promises and covenants herein, you and Renesas Electronics Corporation (“Renesas”) hereby agree as follows:

1. Definitions.

- 1.1. “Licensed Software” means, collectively, all software, including the Software Development Kit (“SDK”), in source code or binary form, including all contents thereof, downloaded by you in connection with this EULA, including all upgrades, modifications and updates provided to you, if any, and all derivative works of such Licensed Software (“Derivatives”), and any materials and associated documentation related to the Licensed Software made available by Renesas or its subsidiaries (other than Open Source Code).
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- 1.3. “Open Source Terms” means the terms and conditions that are applicable to a given piece of Open Source Code.

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- 2.1. Subject to the terms and conditions hereof, Renesas, on behalf of itself and its subsidiaries, hereby grants to you a personal, non-exclusive, non-transferable, revocable license (without the right to sublicense, except as permitted herein) during the term hereof, under Renesas’, its subsidiaries’, its and their respective licensors’ intellectual property rights (excluding patent rights), in and to the Licensed Software to: (1) use the Licensed Software for the purpose of internally evaluating and testing Renesas products (“Renesas Products”), (2) copy and modify the Licensed Software (including to develop software applications using the SDK (“Applications”)) for the purpose of developing your system-level products that incorporate Renesas Products (“Customer Product”), (3) compile a binary version of the Licensed Software (including, for clarity, any Applications or Licensed Software modified in accordance with the foregoing subsection (2)) and make (or have your contract manufacturer that is bound in writing by confidentiality and use restrictions no less restrictive than those set forth herein make) copies of such binary version solely as necessary to incorporate such binary version into a Renesas Product or Customer Product, (4) distribute binary versions of such Licensed Software (including Applications), only as incorporated into Customer Products or Renesas Products, and (5) distribute the SDK, including any Applications, as a standalone product, to your customers or contractors, who shall not have the right to sublicense or further distribute the SDK or Applications as standalone products (“Authorized Third Parties”), provided such distribution is solely in order to exercise your rights under this EULA.
 - 2.1.1 You shall maintain up-to-date internal records of all Authorized Third Parties under this EULA, including details of any source code in the possession of the latter. You acknowledge Renesas’ right to have access to these records at any time, and recognize that

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- 2.5. After downloading the Licensed Software, you may be required to agree to additional terms or conditions prior to accessing all or a portion of the Licensed Software (“Additional Terms”). To the extent the Licensed Software includes such Additional Terms, such Additional Terms shall supersede this EULA, and the license terms set forth in this Section 2 shall not have any force or effect with respect to the applicable portion of the Licensed Software.
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- 6.2. Your confidentiality obligations under Section 6.1, above, do not extend to information which you can demonstrate: (i) is or becomes generally available in the public domain without fault of you, or any of your employees or other persons or entities having apparent authority to act for you; (ii) is rightfully obtained by you from a third party without restriction as to use and disclosure and without breach of any confidentiality or other

obligation by such third party; (iii) is shown by written record to have been rightfully known to and in your possession without restriction as to use and disclosure prior to your receipt of such Confidential Information from Renesas; or (iv) is developed by you without recourse to such Confidential Information.

- 6.3. Without limiting the foregoing, you agrees to keep all source code of the Licensed Software under password protection in a secure location to which access is restricted twenty four (24) hours a day to only those employees authorized to use the Licensed Software as provided in this EULA, unless otherwise expressly agreed under this EULA.

7. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY RENESAS PARTY BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THIS EULA OR THE LICENSED SOFTWARE (OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU OR UNDER THIS EULA) FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES; ANY LOST PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE; OR ANY COST OF SUBSTITUTE PROCUREMENT, OTHER ECONOMIC DAMAGE, PROPERTY DAMAGE, OR PERSONAL INJURY AS A RESULT OF BREACH OF ANY TERM OF THIS EULA, IN EACH CASE, WHETHER IN AN ACTION IN CONTRACT OR TORT, AND EVEN IF SUCH RENESAS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. You shall indemnify, defend and hold the Renesas Parties harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, resulting from the use of the Licensed Software by you or any other party acting, directly or indirectly, from or through you or resulting from any breach, default or other violation hereof by you.

8. Safety Critical Applications; Export Control.

- 8.1. You hereby represent and warrant that you shall not use the Licensed Software for the purpose 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. You also hereby represent and warrant that you 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.
- 8.2. You acknowledges that the Licensed Software and Renesas Products have not been designed for, nor intended for, application in life-critical or safety-critical applications, in which failure or malfunction is likely to result in one (or more) of: i) death or serious injury to people, ii) loss of, or severe damage to, equipment or property, or iii) environmental harm ("Safety-Critical Applications"). TO THE MAXIMUM EXTENT ALLOWED BY LAW, RENESAS HEREBY DISCLAIMS ANY LIABILITY OR DAMAGES ARISING FROM OR RELATED TO YOURS OR YOUR CUSTOMER'S USE OF THE LICENSED SOFTWARE AND RENESAS PRODUCTS IN SAFETY-CRITICAL APPLICATIONS.
- 8.3. Furthermore, you hereby represent and warrant that you shall not directly or indirectly, export, reexport, transship or otherwise transfer the Licensed Software in violation of any

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8.4. You acknowledge 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 industry specifications or standards, may require you to obtain licenses or certificates from third parties or government agencies. You agree and acknowledge that you alone shall be responsible for determining whether your utilization of the Licensed Software requires any such licenses or certificates and for obtaining them.

9. Term and Termination.

This EULA is effective until it is terminated. This EULA will terminate automatically if you fail to comply with any terms and conditions provided herein. You may also terminate this EULA at any time by uninstalling and destroying the Licensed Software (including, for clarity, the Derivatives) and any copies thereof. Upon termination hereof, you shall stop all use of the Licensed Software (including, for clarity, the Derivatives) and any copies thereof, and destroy the Licensed Software (including, for clarity, the Derivatives) and any copies thereof, and the rights and licensed granted to you hereunder shall terminate. Notwithstanding the foregoing, upon termination hereof, you and your customers shall be entitled to retain the binary code form of the Licensed Software, if and only if: (a) it is embedded in or integrated with a Renesas Product; and (b) it has been sold to such customer. You shall not have the right to sell or otherwise transfer any products containing the Licensed Software subsequent to the termination hereof, except for those products already in stock before the date of termination. The sole exception to your right above is where Renesas has advised you of an issued injunction against such distribution, in which case all distribution rights shall cease upon termination. Section 1 and Sections 3 through 12 hereof shall survive any termination or expiration hereof.

10. Governing Law and Venue.

This EULA will be governed by and construed in accordance with the laws of Japan, without regard to conflicts of laws rules. The Tokyo District Court in Japan shall have exclusive jurisdiction over all disputes relating to this EULA. Each of the parties hereby irrevocably waives any objection they may now or hereafter have as to the venue of any such action or proceeding brought in such court, including, but not limited to, any objection that such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions hereof, the prevailing party shall be entitled to recover all costs of litigation, including actual attorneys' fees, related incidental expenses, and court costs.

11. Injunctive Relief.

The parties agree that, notwithstanding anything to the contrary herein, in the event of a Licensee breach or threatened breach of Sections 2 (License; Restrictions) or 6 (Confidentiality), Renesas will suffer immediate, irreparable harm for which recovery of monetary damages will be inadequate. Renesas may therefore enforce Sections 2 or 6 of this EULA by seeking injunctive or other equitable remedies, in addition to available legal remedies, without the necessity of bond or proving actual damages to the extent of applicable law, before any court of competent jurisdiction at any time.

12. General Provisions.

If any part hereof is found void or unenforceable, it will not affect the validity of the balance hereof, which shall remain valid and enforceable according to its terms. This EULA may only be modified by a writing signed by an authorized officer of you and Renesas. Updates may be licensed to you by Renesas with additional or different terms. The failure of a party to enforce any provision hereof shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision. This is the entire agreement between Renesas and you relating to the Licensed Software and the Derivatives, and it supersedes any prior or contemporaneous representations, discussions, undertakings, communications or advertising relating to the Licensed Software and the Derivatives. In the event of any conflict between any term or condition of this EULA and any term or condition of any applicable Additional Terms, the applicable term or condition of the Additional Terms shall apply and take precedence. With respect to Open Source Code, in the event of any conflict between any term or condition of this EULA and any term or condition of any applicable Open Source Terms, the applicable term or condition of the Open Source Terms shall apply and take precedence. You may not assign this EULA or your rights or obligations hereunder to a third party without the consent of Renesas. Renesas may assign this EULA or any rights or obligations hereunder to a third party without your consent.