

--- IMPORTANT!!---

--- PLEASE READ THE FOLLOWING BEFORE USING THE SOFTWARE ---

Thank you for your requirement for 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. (“**Using/Use**”), please be sure to read carefully the terms and conditions of the Software License Agreement (“**Agreement**”) that is enclosed in the Software or that will be appearing on your computer screen.

Your Use of the Software is subject to your agreeing to the terms and conditions of the Agreement. Therefore, if you Use the Software, you will be deemed to have agreed to be bound by all the provisions of the Agreement.

IN CASE YOU DO NOT AGREE TO ANY TERMS AND CONDITIONS OF THE AGREEMENT, WE CANNOT GRANT TO YOU A LICENSE TO USE THE SOFTWARE.

Supply of the Software by Renesas Electronics Corporation to you does not mean Renesas commits to provide the support service to you.

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

----- The End -----

Software License Agreement

This agreement (hereinafter referred to as the “**Agreement**”) is entered into by and between Renesas Electronics Corporation, a Japanese corporation, with offices at 3-2-24, Toyosu, Koto-ku, Tokyo 135-0061, Japan (hereinafter referred to as “**REL**”) and you (hereinafter referred to as “**Customer**”) on the other.

RECITALS

WHEREAS, Customer desires to use certain of the REL’s software with REL’s semiconductor products; and **WHEREAS**, REL desires to grant to Customer a license to use the software in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article 1 (DEFINITIONS)

As used herein, the following terms shall have the following meanings:

- (1) “**LSI**” means Renesas Electronics Corporation’s products–
- (2) “**Licensed Software**” means the program and the related materials as defined below.
 - (a) the programs which have the functions of **Motor Control Development Support Tool "Renesas Motor Workbench 2.0"** furnished in executable code and/or object code form (the name of the product : **Motor Control Development Support Tool "Renesas Motor Workbench 2.0"**, hereinafter referred to as the “**Program**”).
 - (b) any documentation in connection with use of the Program, including, but not limited to manuals for the Program (hereinafter referred to as the “**Documentation**”).
- (3) “**Customer’s Product**” means Customer’s system products incorporating the LSI.
- (4) “**Subsidiary**” means a cooperation or company or other entity more than fifty percent (50) of whose voting stocks are owned by REL directly or indirectly.
- (5) “**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 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 (GRANTS OF LICENSE)

1. Subject to Customer’s compliance with the terms and conditions set forth herein and to the extent REL has rights, REL grants Customer a non-exclusive and non-transferable rights relating to the Licensed Software for the sole purpose of internally evaluating the function of the LSI;
 - (1) to install the Licensed Software in the computer system(s) (hereinafter referred to as the “**Specified Systems**”) which type and number are designated separately by REL and run the Licensed Software in such Specified Systems for the purpose of developing a program which operates on Customer’s Product in conjunction with the LSI.
 - (2) to copy the Program for back-up purpose or purpose of installing the Program into the Specified System in Sub-Section (1) above;
 - (3) to use and copy of a part or whole of the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (1) and (2) above.
2. Except for the rights expressly granted herein, all right, title, interest and/or other intellectual property rights in the Licensed Software shall remain an exclusive property of REL and shall not be granted to Customer.
3. Customer shall not assign, lease or transfer the rights and licenses set forth in this Article to any third party.

Article 3 (RESTRICTIONS)

Except for the rights expressly granted herein, Customers shall not engage in any of the acts mentioned below;

- (1) to reverse engineer, reverse compile, reverse assemble, or other modify or analyze the Licensed Software in object code form;
 - (2) to remove, obliterate or modify any copyright, trademark or other proprietary notice or marking of REL and its Subsidiaries or third parties attached to or included in the Licensed Software;
 - (3) to use, copy, modify, distribute or sublicense or otherwise dispose the Licensed Software, except as expressly granted herein.
 - (4) to use the Licensed Software with any Open Source Software.
2. The provisions of this Article 3 shall survive any termination of this Agreement.

Article 4 (DISCLAIMER)

1. **REL DELIVERS THE LICENSED SOFTWARE TO CUSTOMER “AS IS” AND REL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, EFFICIENCY, ACCURACY OR COMPLETENESS. IN ADDITION, REL EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE LICENSED SOFTWARE OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.**
2. **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.**
3. The provisions of this Article 4 shall survive any termination of this Agreement.

Article 5 (OWNERSHIP)

1. Noting contained herein shall transfer or be deemed to transfer to Customer, any title, interest, intellectual property rights in the Licensed Software.
2. Customer shall reproduce and include notices of copyrights, patents or other proprietary notice or marking of REL and its Subsidiaries or the third parties attached to or included in the Licensed Software based on the provisions set forth in Article 2. However, in the event that displaying such notices or marking is physically impossible or extremely difficult, Customer shall take appropriate action to protect copyrights, patents or other proprietary rights owned by REL and its Subsidiaries or the third party attached to or included in the Licensed Software.
3. The provisions of this Article 5 shall survive any termination of this Agreement.

Article 6 (INDEMNITY AS TO THIRD PARTY INTELLECTUAL PROPERTY CLAIM)

1. Customer shall agree to, at its own expense, resist, defend and/or indemnify and hold REL harmless from any request for royalty payments, any claim of equitable relief or damages or law suit or other legal proceedings brought against REL based on allegation that the manufacture of any item developed under this Agreement or any derivative products thereof or the use, lease or sale thereof infringes any patent, copyright or other intellectual property right of any third party.
2. Customer shall promptly notify of any proceedings involving any infringement or threatened infringement of all or any part of the Licensed Software.
3. The provisions of this Article 6 shall survive any termination of this Agreement.

Article 7 (CONFIDENTIALITY)

1. Customer shall keep all Confidential Information which Customer receives under this Agreement in strict confidence, and shall use it solely for the purpose of this Agreement and shall not disclose it to any third party without prior written consent of REL.
2. The confidentiality obligations herein shall not apply to any information which:
 - (1) is in the public domain at the time of disclosure to Customer under this Agreement;
 - (2) becomes publicly available through no fault of Customer and without breach of this Agreement;
 - (3) is rightfully obtained by Customer from a third party without restrictions on its disclosure;
 - (4) is subsequently developed independently by employees of Customer without reference to the Confidential Information;
3. Notwithstanding the provisions in Article 7.1 above, Customer may disclose Confidential Information pursuant to the order or legal requirement of a court or other governmental body, provided that Customer shall provide prompt written notice to REL immediately and Customer shall co-operate to REL so that any such any disclosure will be limited to the minimum amount of Confidential Information required to satisfy that disclosure obligation.
4. The provisions of this Article 7 shall survive any termination of this Agreement for three (3) years.

Article 8 (TERM OF AGREEMENT)

1. This Agreement shall become effective upon Customer's acceptance of the terms and conditions of this Agreement and shall remain in force until it is expired according to Article 9, or either party gives the other a written notice of termination.
2. Notwithstanding the provisions in Article 8.1 above, as to each Article where different term of the provisions of such Article is provided, this term shall apply.

Article 9 (TERMINATION)

REL may forthwith terminate this Agreement without giving a notice or formal demand in the event of one or more of the following events:

- (1) if Customer breaches any one of the terms of this Agreement and fails to remedy such breach within 30 days after a written notice is given to remedy the breach;
- (2) if Customer is subject to attachment, provisional attachment, provisional disposition, compulsory execution, or auction procedures; or voluntary or involuntary commencement of proceedings for bankrupt, special winding up, civil rehabilitation, or corporate rehabilitation;
- (3) if bills and checks Customer has issued or accepted are declared dishonored; or Customer is ordered to suspend transaction by a clearing house;
- (4) if Customer has made a resolution to close down its business or dissolve its organization;
- (5) if Customer's financial situation is deteriorating, or risks thereof are evident.

Article 10 (ACTIONS TAKEN AFTER TERMINATION OF AGREEMENT)

1. In the event this Agreement is expired according to Article 8 or this Agreement is terminated by REL according to Article 9, Customer shall, (i) immediately stop using, copying, or modifying the Licensed Software, nor distributing the Licensed Software and all such Confidential Information, and (ii) return REL or destroy the Licensed Software and all such Confidential Information and certify such destruction in writing, within fifteen (15) days after the date of such expiration or termination.
2. The provisions of this Article 10 shall survive any termination of this Agreement.

Article 11 (EXPORT RESTRICTION)

1. 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.
2. The provisions of this Article 11 shall survive any termination of this Agreement.

Article 12 (WARRANTY REGARDING ORGANIZED CRIME GROUP MEMBERS)

1. REL may forthwith terminate a part or whole of this Agreement without giving a notice or formal demand when it turns out that Customer (including its board members and employees) is or has any relationship with an Organized Crime Group Members defined under Article 2 of Japanese Act to Prevent Unjust Acts by organized crime group members.
2. In the event a part or whole of this Agreement is terminated by REL according to Sub-Section (1) above, REL shall not be liable for any damages or losses incurred by Customer due to such termination.
3. The provisions of this Article 12 shall survive any termination of this Agreement.

Article 13 (NO ASSIGNMENT)

1. This agreement and the rights and obligations resulting from this agreement is neither assignable nor transferable by either party to any third party without the prior written consent of the other party.
2. The provisions of this Article 13 shall survive any termination of this Agreement.

Article 14 (GOVERNING LAW AND JURISDICTION)

1. This Agreement is governed by Japanese laws. In the event of any dispute or claim arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction and venue of the Tokyo District Court.
2. The provisions of this Article 14 shall survive any termination of this Agreement.

Article 15 (ENTIRE AGREEMENT)

1. This Agreement sets forth the entire understanding and agreement between the parties as to the matters covered herein, and supersedes and replace any prior undertaking, statement of intent or memorandum of understanding.
2. This Agreement may not be amended, modified or enlarged except by an instrument in writing signed and sealed by each of the parties and expressly referring to this Agreement.
3. The provisions of this Article 15 shall survive any termination of this Agreement.

Article 16 (CONSULTATION)

1. Any matter not stipulated in this Agreement or any doubt arising with respect to any provision of this Agreement shall be settled through mutual consultation between REL and Customer.
2. The provisions of this Article 16 shall survive any termination of this Agreement.

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