

Bylaws of Renesas R-IN Consortium

Article 1 General Rule

Section 1 (Name)

The name of this consortium is “R-IN Consortium” (this “Consortium”).

Section 2 (Definitions)

Except as otherwise provided herein, the following terms shall have the meanings set forth below:

- 2.1 “Renesas” means Renesas Electronics Corporation and its Subsidiary.
- 2.2 “Partner” means the party who has been approved as a Partner in accordance with Section 5 hereof.
- 2.3 “Member” means Renesas and Partner, individually or collectively
- 2.4 “Subsidiary” 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 Renesas Electronics Corporation, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.
- 2.5 “R-IN” means the semiconductor device and platform for industrial equipment and industrial network which is defined by Renesas.
- 2.6 “Original Technology” means the Partner Original Technology and/or Renesas Original Technology, individually or collectively.
- 2.7 “Renesas Original Technology” means all the development environment technology, product information, marketing information and other information and/or technology relating to R-IN owned by Renesas and provided by Renesas to Partner hereunder.
- 2.8 “Partner Original Technology” means all the development environment technology, product information, marketing information and other information and/or technology owned by a Partner and provided by such Partner to another Member hereunder.
- 2.9 “Subcontractor” means Renesas’ third party contractor who perform any work for the Collaboration, provided that Renesas will provide prior notice to Partners.
- 2.10 “Deliverables” means all the software, hardware (including, but not limited to, reference board) and related documentations relating to the Renesas Original Technology and provided by Renesas to Partners hereunder.
- 2.11 “Renesas Website” means any website operated by Renesas relating to this Consortium.
- 2.12 “Partner Website” means any website operated by Partner.
- 2.13 “Renesas Logo” means Renesas’ corporate name and certain logo mark or trademark relating to R-IN and

this Consortium owned by Renesas.

2.14 “Partner Logo” means Partner’s corporate name and certain logo mark or trademark owned by Partner.

Section 3(Purpose)

3.1 Renesas and Partners will make collaborations through the activities under this bylaws (“Collaborations”) to establish working relationship among the Members and to expand and pursue their business opportunities by proposing/developing competitive (highly efficient and value added) one stop solutions for worldwide industrial equipment and industrial network by using R-IN (“Purpose”).

3.2 As a result of the Collaboration, if a Member desires further evaluation, development between Members, obtaining license from other Member or any other transactions relating to the Original Technology of other Member, relevant Members shall negotiate in good faith on the terms and conditions for such transactions taking account of the Purpose.

Section 4 (Member)

This Consortium consists of Renesas and Partners.

Article 2 Partner

Section5 (Admission)

1. A party who desires to join this Consortium as a Partner (“Applicant”) shall agree to this bylaws and submit application form to the Secretary Office (as defined below). Upon receipt of such application, Renesas will examine the contents of such application and provide the Applicant with the result of the examination within 30 days after receipt of such application.
2. Partner shall notify the Secretary Office without delay in case items which the Secretary Office designates changes.

Section 6 (Resignation)

Any Partner may resign from this Consortium by the written notice to the Secretary Office by e-mail. The notice shall be made no later than thirty (30) days prior to the resignation date. The resignation shall be effective on the resignation date described in such relevant resignation notice.

Section 7 (Expulsion)

Renesas may expel Partner from this Consortium, without prejudice to any other right or remedy it may have against partner, upon the written notice to Partner, in the event that:

- (1) Partner commits any breach of this bylaws, and such breach is not cured within thirty (30) days after the written notice of such breach to the Partner;
- (2) Partner is adjudicated bankrupt, becomes insolvent, makes a general assignment for the benefit of

creditors, or enters dissolution or liquidation proceedings;

(3) Renesas considers the Partner does not operate a business relating to R-IN; or

(4) Renesas is not able to contact Partner by e-mail designated by such Partner (user unknown).

Section 8 (Status of Partner)

The Applicant who receives the notification of the approval to join this Consortium in accordance with Section 5 above shall be deemed to become a Partner on the admission date set forth in such notification (the "Admission Date").

The status of the Partner shall remain in valid and effective for a period of one (1) year after the Admission Date, and thereafter shall be automatically extended on a year-to-year basis unless and until the Partner gives Secretary Office a written notice of resignation at least thirty (30) days prior to the expiration date of the original or each extended period.

Section 9 (Effect of Expiration or Termination)

9.1 Upon Partner loses a status of a Partner for any reason, the Partner shall immediately (a) cease using all the Deliverables, the Original Technology and the Confidential Information provided by Renesas and the other Partners hereunder and copies thereof then in its possession, and (b) (i) return them to Renesas and the other Partners, or (ii) delete them and furnish Renesas and the other Partners with written certification of such deletion.

9.2 The provisions in Sections 14 through 18 and 21 through 23 shall bind a Partner after a Partner loses the status of the Partner.

9.3 In case a Partner was expelled from this Consortium pursuant to Section 7, Renesas and other Partners shall not have any responsibility to the compelled Partner for the damage incurred due to the compulsion.

Article 3 Collaboration by Renesas

Section 10 (Collaboration by Renesas)

10.1 Renesas grants to Partner the following non-exclusive, non-transferable license (with no right to sublicense to others, except as expressly permitted herein), solely for the Purpose:

- (1) to access to the Renesas Website by using a user ID and a password separately provided by Renesas for access to such Renesas Website;
- (2) to set up a link to the Renesas Website on the Partner Website;
- (3) to use the Deliverables;
- (4) to use the Renesas Logo on the Partner Website, Partner's product materials and/or the exhibition in which Partner participates with the prior notice to Renesas thereof and subject to

- the condition separately designated by Renesas;
- (5) to participate in any exhibition and/or seminar for Members of this Consortium held by Renesas; and
 - (6) other privilege relating to this Consortium separately granted by Renesas.

10.2 Renesas shall provide Partner with the following support for the Deliverables, solely for the Purpose:

- (1) Renesas shall, at its sole discretion, respond to Partner's inquiries on the Deliverables. In this case, Renesas will respond Partner to such inquiries during Renesas' normal business hours (from 9:00 to 17:00 (JST)), Monday through Friday, excluding weekends and holidays observed by Renesas, by means of e-mail; and
- (2) if Renesas updates the Deliverables, Renesas shall, at its discretion, provide Partner with such updated Deliverables by means deemed appropriate by Renesas. In this case, such updated Deliverables shall be deemed the Deliverables and applied by this bylaws.

10.3 If Partner exercises the rights granted in above section and/or receive the support in above section, Partner shall agree and comply with the terms and conditions separately set forth by Renesas, in addition to those of this bylaws.

10.4 Except as agreement under Section 3.2 and expressly provided herein, no rights or licenses shall be granted, or no services shall be provided to Partner in connection with this Consortium, and no title or other intellectual property rights to the Deliverables and the Renesas Logo shall transfer to Partner.

10.5 Renesas may, to the extent reasonably necessary to perform the Collaboration, entrust any work for the Collaboration to Subcontractor, and allow its Subsidiaries and/or Subcontractors to exercise the rights granted by Partners.

Section 11 (Restrictions of Partner)

Except as agreement under Section 3.2 and the grant of Renesas thereof, with respect to the Renesas Original Technology, Deliverables and Renesas Logo, Partner shall not:

- (1) delete or modify the copyright or other proprietary rights notice or markings of Renesas and/or third parties contained on or within the Renesas Original Technology and Deliverables;
- (2) modify, alter, reverse engineering or otherwise analyze the Renesas Original Technology, Deliverables and the Renesas Logo; and
- (3) use, copy, modify, distribute or lend, assign or sublicense to any third party to the Renesas Original Technology, Deliverables and the Renesas Logo, except as expressly provided herein.

Section 4(Collaboration by Partner)

12.1 Partner grants to Renesas the following non-exclusive, non-transferable license (with no right to sublicense to others, except as expressly permitted herein), solely for the Purpose:

- (1) to set up a link to the Partner Website on the Renesas Website;
- (2) to disclose to any third party the existence and contents of the Collaboration; and
- (3) to use the Partner Logo on the Renesas Website, Renesas' product materials and/or the exhibition

in which Renesas participates according to the terms and conditions separately stipulated by Partner from time to time.

12.2 Partner shall provide Renesas with the following cooperation solely for the Purpose:

- (1) When requested by Renesas, Partner shall report Renesas on the progress of the Collaboration made by Partner on a case-by-case basis; and
- (2) Partner shall, at its discretion, make any public announcement of its participation in the Consortium and original technology of R-IN solution.

Section 13 (Restrictions of Renesas)

Except as agreement under Section 3.2 and the grant of Partner thereof, with respect to the Partner Original Technology, Deliverables and Partner Logo, Renesas shall not:

- (1) delete or modify the copyright or other proprietary rights notice or markings of Members and/or third parties contained on or within the Partner Original Technology and Deliverables;
- (2) modify, alter, reverse engineering or otherwise analyze the Partner Original Technology, Deliverables and the Partner Logo;
- (3) use, copy, modify, distribute or lend, assign or sublicense to any third party to the Partner Original Technology, Deliverables and the Partner Logo, except as expressly provided herein.

Article 5 Others

Section 14 (Cost and Expense)

Each party shall perform its own work of the Collaboration at its own cost and expense. Notwithstanding the foregoing, certain Renesas' work separately specified by Renesas may be provided on a fee basis (including, but not limited to, any table charge relating to exhibition held by Renesas).

Section 15 (NON-BINDING)

1. Nothing in this bylaws shall be construed as prohibiting or restricting any Partner from participating in any other membership program implemented by any third party.
2. Nothing in this bylaws shall be construed as obligating Renesas to deal with certain Partner's product preferentially.

Section 16 (DISCLAIMER OF WARRANTY etc.)

16.1 EXCEPT AS AGREED BETWEEN RELEVAT PARTIES, RENESAS AND PARTNER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE ORIGINAL TECHNOLOGY, THE DELIVERABLES AND SUPPORT ARE PROVIDED "AS IS" HEREUNDER. RENESAS AND PARTNER MAKES NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH

RESPECT TO THE ORIGINAL TECHNOLOGY, THE DELIVERABLES AND SUPPORT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE USE OF THEM WILL NOT INFRINGE ANY PATENT, UTILITY MODEL PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

16.2 EXCEPT AS AGREED BETWEEN RELEVAT PARTIES, IN NO EVENT SHALL RENESAS AND PARTNER BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ORIGINAL TECHNOLOGY, THE DELIVERABLES AND SUPPORT PROVIDED HEREUNDER.

16.3 EXCEPT FOR ANY BREACH OF THE CONFIDENTIAL OBLIGATIONS IN SECTION 17 BELOW, WITHOUT LIMITING ANY OTHER PROVISIONS IN THIS BYLAWS, IN NO EVENT SHALL RENESAS AND PARTNER BE LIABLE UNDER THIS BYLAWS FOR ANY LOST PROFITS, LOST DATA OR ANY FORM OF INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND EVEN IF SUCH MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 17 (Confidentiality)

17.1 During the period of Member of this Consortium, and five (5) years thereafter, Partner and Renesas agrees
(a) not to disclose to any third party any information as confidential or proprietary designated and disclosed by the other party in connection with this the activities of this Consortium (the "Confidential Information") without the prior written consent of the disclosing Member, and (b) not to use the Confidential Information except for the activities of this Consortium, including, Purpose or Collaboration.

17.2 The obligations under this Section shall not apply to any information which:

- (1) is or becomes available to the public from a source other than the disclosing Member;
- (2) is known to the receiving Member without restriction on disclosure prior to its receipt from the disclosing Member;
- (3) is obtained by the receiving Member lawfully from a third party without restriction on disclosure;
- or
- (4) is at any time developed by the receiving Member independently without reference or reliance on the Confidential Information.

17.3 Notwithstanding the provision of Section 17.1 above, Renesas may disclose the Confidential Information to its Subsidiaries and/or Subcontractors to the extent reasonably necessary to exercise the rights and obligation hereunder.

17.4 Notwithstanding the provision of Section 17.1 above, the receiving Member may disclose the Confidential

Information pursuant to the order or legal requirement of a court or other governmental body, provided that the receiving Member shall provide prompt notice to the disclosing Member so that the disclosing party can seek a protective order or otherwise protect its interests.

Section 18 (Force Majeure)

If the performance of this bylaws is prevented, restricted, or delayed by reason of fire or other casualty or accident, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement by any governmental agency; or any other act or condition whatsoever beyond the reasonable control of the affected Member, the Member so affected, upon giving prompt written notice to Secretary Office, shall be excused from such performance to the extent of such prevention, restriction or delay.

Section 19 (Secretary Office)

19.1 The Secretary Office of this Consortium is placed in Renesas.

19.2 The Secretary Office has the following authority:

(1) The Secretary Office may, at any time, amend the terms and conditions of this bylaws if it considers necessary to operate this Consortium. In case the Secretary Office desires to amend this bylaws, it will notify the Partners of the amendment with at least thirty (30) days prior to the effective date of the amendment (the "Amendment Date"). Any Partner who cannot accept the amendment hereof shall inform the Secretary Office immediately. In this case, Partner shall withdraw from this Consortium on the Amendment Date. The Partner who does not give any notice to the Secretary Office by the Amendment Date shall be deemed to accept such amendment to this bylaws.

(2) Notwithstanding the provisions of (1) above, the Secretary Office, at any time, make any negligible amendment to this bylaws which does not affect the Partners' rights or obligations under this bylaws, without the notification of amendment described in (1) above to the Partners. In such case, Renesas shall place the content of such amendment via Renesas Website for all Partners.

(3) To achieve the Purpose, Renesas may establish subcommittee in this Consortium.

19.3 The Secretary Office will treat following works;

- (1) Management of Partner's admission, resignation and compulsion issue;
- (2) Announcement of the exhibition or seminar;
- (3) Notification of the items which should be notified to all Partners.

Section 20 (Dissolution of Consortium)

Renesas shall be entitled to dissolve the Consortium by giving thirty (30) days prior written notice to all Partners.

Section 21 (Compliance with Export Control)

21.1 Partner shall not export, sell, transfer, lease or license the Deliverables, the Original Technology, the Confidential Information, any products, software, related technology or other information disclosed or

delivered by Renesas and the other Partners in connection with the activities of this Consortium and any and all copies thereof to anyone having the purpose of (a) developing, designing, manufacturing, maintaining or using weapons of mass destruction including, but not limited to, nuclear, chemical, and biological weapons or missiles, or (b) using them for the military purposes, or (c) otherwise disturbing the maintenance of international peace and safety; nor shall the parties use or have any third party use them with any of the foregoing purposes.

21.2 Partner shall not export or re-export, directly or indirectly, the Deliverables, the Original Technology, the Confidential Information, any products, software, related technology or other information disclosed or delivered by Renesas and the other Partners in connection with the activities of this Consortium and any and all copies thereof and/or any of the direct products resulting therefrom in contradiction to any applicable export control laws and regulation, including, but not limited to, those of Japan and the United States.

21.3 When activity of this Consortium is performed, in addition to Provisions of Sections 21.1 and 21.2, Renesas and Partner shall comply with antitrust/competition laws, the laws on the protection of personal information and other applicable laws and regulations.

Section 22 (Assignment)

The rights and obligations thereunder shall be neither assignable nor transferable by Partner to any third party, whether by operation of law or otherwise, without the prior written consent of Renesas.

Section 23 (Governing Law and Arbitration)

23.1 This bylaws and the activity of this Consortium shall be construed in accordance with and governed by the laws of Japan without reference to its conflict of law principles.

23.2 In the event of any disputes, controversies or differences which may arise between Renesas and Partner hereto, out of or in relation to or in connection with this bylaws or the activities of this Consortium, and Renesas and the Partner fail to settle them amicably within sixty (60) days of the written notice given by Renesas to the Partner, then they shall be exclusively and finally settled by arbitration in Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce. The award of arbitration shall be final and binding upon Renesas and the Partner and shall not be subject to appeal to any court and may be entered into any court of competent jurisdiction for execution forthwith.

Section 24 (Entire Agreement and Waiver)

24.1 This bylaws constitutes the sole and entire agreement between Renesas and Partner hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments

and/or representations made between Renesas and Partner hereto either orally or in writing.

24.2 Any waiver of any rights and obligations of Renesas and Partner hereto shall not be effective unless reduced to writing and signed by both parties hereto.

[End of bylaws]

Undersigned Applicant fully understands and agrees the bylaws of Renesas R-IN Consortium above, and submit this application to the Secretary Office of Renesas R-IN Consortium in order to join the Consortium.

(Company Name) _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____