



END USER LICENSE AGREEMENT

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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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- 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.

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- 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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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.