

## SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT ("**Agreement**") is entered into as of the date accepted (the "**Effective Date**"), by and between Renesas Electronics America Inc. ("**REA**"), and you ("**Licensee**"). Either REA or Licensee may be referred to herein as a "**Party**" or collectively as the "**Parties**." PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONSTITUTES A BINDING CONTRACT BETWEEN LICENSEE AND REA.

### 1. Definitions

"**Affiliate**" means a company related to a Party by one owning a majority of shares of the other, by common ownership of a majority of shares, or by other means of control, including, but not limited to, a parent or subsidiary

"**REA Device**" means a gas sensor integrated circuit product or module created and branded by REA.

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All other definitions have the meaning as set forth in the sections below.

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### 4. Warranty

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5.2 Exceptions. Licensee's confidentiality obligations under Section 5.1, above, do not extend to information which Licensee can demonstrate: (i) is or becomes generally available in the public domain without fault of Licensee or any Affiliate, employee or other person or entity having apparent authority to act for Licensee; (ii) is rightfully obtained by Licensee 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 the possession of Licensee without restriction as to use and disclosure prior to Licensee's receipt of such Confidential Information from REA; or (iv) is developed by the Licensee without recourse to such Confidential Information.

5.3 Restricted Access to Source Code. Without limiting the foregoing, Licensee 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 Agreement.

## 6. Limitation of Liability

6.1 TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR LICENSEE'S BREACH OF SECTIONS 2.3 (LICENSE RESTRICTIONS) OR 5 (CONFIDENTIALITY), ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF THE OTHER PARTY, INCLUDING LOST OR ANTICIPATED PROFITS, INTERRUPTION TO BUSINESS, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY, OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE LICENSE SOFTWARE, REGARDLESS WHETHER THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REA'S AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR

BREACH OF A FUNDAMENTAL TERM).

## 7. Miscellaneous

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7.2 Waiver; Severability. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement or a continuing waiver. If any provision of this License shall be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

7.3 Assignment. Licensee shall not assign or transfer this Agreement, nor any right or license hereunder, without the prior written consent of REA, which shall not be unreasonably withheld, and any assignment permitted shall be subject to the written agreement of the assignee to assume all the terms and obligations of this Agreement. Any other attempt to assign this Agreement in contravention of this provision will be null and void.

7.4 Law; Venue. This Agreement will be governed by the laws of the State of California, U.S.A., without reference to its conflict of laws principles. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS Arbitration Rules. The tribunal will consist of a sole arbitrator. The seat of the arbitration will be San Jose, California, U.S.A. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

7.5 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 5 (Confidentiality), REA will suffer immediate, irreparable harm for which recovery of monetary damages will be inadequate. REA may therefore enforce Sections 2 or 5 of this Agreement 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.