



**RZ MPU SOFTWARE
DEVELOPMENT KIT
SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (this “**Agreement**”) is entered into and made effective as of the Effective Date, by and between:

“**Renesas**”

Renesas Electronics Corporation, a Japanese corporation having a principal place of business at 2-24, 3chome, Toyosu, Koto-ku, Tokyo 135-0061, Japan; and

“**Licensee**”

Both the individual installing the Licensed Software and the company or other legal entity on behalf of which such individual is acting.

IT IS IMPORTANT THAT LICENSEE READS CAREFULLY AND UNDERSTANDS THIS AGREEMENT.

BY CLICKING THE “I ACCEPT” BUTTON LOCATED ON THIS PAGE, OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE SOFTWARE, (I) LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT AND (II) A CONTRACT WILL BE FORMED BETWEEN LICENSEE AND RENESAS CONSISTING OF THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, LICENSEE SHALL EXIT WITHOUT DOWNLOADING THE SOFTWARE. IF LICENSEE IS ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, “LICENSEE” SHALL ALSO CONTAIN THE COMPANY OR LEGAL ENTITY.

This license is for internal evaluation and testing purposes only.

1. **DEFINITIONS.**

1.1. “**Contractor**” means a contractor that assists or supports Licensee in the internal evaluation or testing of the Licensed Software for use with the End Products.

1.2. “**Documentation**” means the User’s Manual for installation and use of the Licensed Software identified in Exhibit A.

1.3. “**Effective Date**” means the date on which the Licensee agrees to enter into the terms of this Agreement with Renesas.

1.4. “**End Product**” means any of Licensee’s components, products, devices, or systems that are manufactured by or on behalf of the Licensee and that operate, incorporate, integrate, or embed Products

and the Licensed Software.

1.5. “**Licensed Software**” means the software identified in Exhibit A.

1.6. “**Products**” means the Renesas products set forth in Exhibit A.

2. LICENSE.

2.1. **Limited License.** Subject to and conditioned on the terms and conditions of this Agreement, Renesas hereby grants to the Licensee a limited, worldwide, non-exclusive, non-transferable, sublicensable (solely as set forth in Section 2.3), royalty-free license during the term of this Agreement: (a) to use and copy the Licensed Software solely in a non-production capacity for Licensee’s own internal evaluation or testing of the Licensed Software for Licensee’s potential use with the Products to make an End Product; and (b) to use the Documentation only to the extent reasonably necessary to exercise the license granted in Subsection (a).

2.2. **Restrictions.** Licensee hereby acknowledges and agrees that Licensee will not use or copy the Licensed Software except as expressly set forth in Section 2.1, and that Licensee will use the Licensed Software in accordance with all applicable laws, rules, and regulations. Except as expressly provided in Section 2.1, Licensee will not, and will not permit any third party to: (a) copy, or allow any third party to copy, all or any portion of the Licensed Software; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by mandatory law that is applicable notwithstanding a contractual obligation to the contrary) the Licensed Software or any portion thereof; (c) modify, translate, or create any derivative works based upon the portion of the object code portion of the Licensed Software; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the Licensed Software, in whole or in part, to any third party; (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software; (f) release the results of benchmark tests or other comparisons of the Licensed Software with other software or materials; (g) permit the Licensed Software to be used for purposes of or in connection with services or arrangements for processing data or other information or for providing services on behalf of any third party; (h) incorporate the Licensed Software or any portion thereof into any products or use the Licensed Software for commercial or production purposes; or (i) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement. .

2.3. **Limited Sublicense to Contractors.** Licensee may sublicense its rights pursuant to Section 2.1 solely to a Contractor. Any such sublicense of Licensee’s rights to a Contractor shall be pursuant to an enforceable written agreement that (i) contains terms substantially similar to the terms of this Agreement, (ii) does not contain terms that are inconsistent with those set forth in this Agreement, and (iii) identifies Renesas as an intended third party beneficiary of such agreement and grants Renesas the right to enforce any and all obligations of the Contractor thereunder to the same extent as if Renesas was a party to such agreement. Licensee shall cause Contractors to comply with all of the terms and conditions of this Agreement and Licensee shall be fully liable for any acts or omissions of Contractors (including with respect to any breach of this Agreement or a sublicense agreement) to the same extent as if such acts or omissions were performed by Licensee.

2.4. **Feedback.** If Licensee chooses to provide feedback, suggestions, comments, ideas, know-how or other information to Renesas regarding the features, functionality, or other aspects of the Licensed Software, including without limitation identifying errors and potential improvements (“**Feedback**”), Licensee hereby assigns, and agrees to assign to Renesas, all right, title and interest in and to the Feedback to Renesas without compensation.

2.5. **Delivery.** Renesas shall provide Licensee with the Licensed Software via electronic means.

2.6. **Ownership by Renesas.** Renesas and its licensors will own all right, title and interest in and to the Licensed Software and any derivative works thereof, including all intellectual property rights thereto, subject only to the limited license set forth in this Agreement. Licensee shall not acquire or own any other rights, express or implied, in the Licensed Software other than those rights expressly granted under this Agreement.

2.7. **Open Source Software.** Licensee acknowledges and agrees that the Licensed Software may contain certain open source software subject to the terms and conditions of the applicable open source licenses. Licensee acknowledges and agrees that Licensee's use of such open source software is governed by the applicable open source license terms and that, subject to applicable law, Renesas has no obligation or liability with respect to such open source software under this Agreement. In addition, Licensee will not (and will not permit any third party to) use any open source software in a manner that would require the Licensed Software (or any portion thereof) to be distributed or made available free of charge, in source code form, or under any open source license terms. To the extent that any of the terms and conditions of this Agreement that govern Licensee's use of the Licensed Software conflict with, or are in addition to, the terms and conditions of any open source software, the conflicting or additional terms and conditions will not apply to such open source software and the terms and conditions of the applicable open source software will take precedence.

2.8. **Additional Terms and Conditions.** Renesas' licensors may impose additional conditions on Licensee's use of some or all of the Licensed Software. Any such additional conditions are identified in Exhibit A. Licensee acknowledges any such additional conditions and agrees to comply with them.

3. **CONFIDENTIALITY.**

3.1. **Confidential Information.** "Confidential Information" means any non-public information in written, oral, graphic, electronic, or machine-readable form which is furnished by Renesas and which is marked as confidential or proprietary or provided under circumstances reasonably indicating it is confidential or proprietary. Without limiting the generality of the foregoing, Confidential Information shall include the Licensed Software and the Documentation.

3.2. **Restrictions.** Licensee shall maintain the Confidential Information in confidence and use the Confidential Information only as required to exercise Licensee's rights or perform Licensee's obligations under this Agreement. Without limiting the generality of the foregoing, Licensee agrees (a) to instruct and contractually require all of its employees who have access to the Confidential Information to maintain the confidentiality thereof in a manner consistent with this Agreement, (b) to exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as Licensee would exercise to safeguard its own confidential and/or proprietary information, and (c) to disclose the Confidential Information only to those of its employees that have a "need to know" such Confidential Information for the purposes of this Agreement and who are bound by obligations of confidentiality no less restrictive than those in this Section.

3.3. **Exclusions.** Notwithstanding the foregoing, the restrictions on use and disclosure will not apply to any information which, Licensee can clearly demonstrate by its contemporaneous written records, (a) is or becomes publicly known through no act of Licensee, its employees; (b) Licensee rightfully received from a third party that owes no obligations of confidentiality in respect thereof; (c) was already known to Licensee prior to the time of disclosure; (d) is independently developed by Licensee without reference to or use of the Confidential Information; or (e) Renesas consents to disclosure by prior written approval.

3.4. **Required Disclosure.** If Licensee is requested or required by any legal or investigative process to disclose any Confidential Information, Licensee will provide Renesas with prompt prior notice of each such request and the information requested and cooperate with Renesas to seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, Licensee will disclose only such information that Renesas and Licensee agree that Licensee is legally required to disclose.

4. **RECORDS AND AUDIT RIGHTS.** Licensee shall keep and maintain complete and accurate books, records and accounts relating to this Agreement and shall implement such internal controls as are reasonably required to verify continuing full compliance with this Agreement. Renesas shall have the right, from time to time, to audit, or have an independent auditor audit Licensee to verify Licensee's compliance with the terms and conditions of this Agreement. Any such audit shall be at Renesas' expense; provided that if such audit reveals non-compliance with Section 2 of this Agreement, or any other material breach of this Agreement, Licensee shall promptly pay to Renesas all costs and expenses of such audit.

5. **TERM AND TERMINATION.**

5.1. **Term.** This Agreement will commence on the Effective Date and continue in effect by and until terminated in accordance with Section 5.2. Notwithstanding anything herein to the contrary, Licensee may terminate this Agreement by uninstalling and destroying the Licensed Software and all copies of the Licensed Software.

5.2. **Termination for Default.** Either party may terminate this Agreement (a) for convenience upon thirty (30) days' prior written notice to the other party; or (b) immediately in the event of a material breach by either party of this Agreement, the non-breaching party may immediately terminate this Agreement. Notwithstanding anything herein to the contrary, in the event Licensee breaches any provision in Section 2 or Section 3 of this Agreement, or if Licensee takes any action in derogation of Renesas' rights in and to the Licensed Software, Renesas may immediately terminate this Agreement.

5.3. **Effect of Termination.** Upon any termination of this Agreement, the license and rights granted to Licensee under this Agreement will terminate, Licensee will cease all use of the Licensed Software, and Licensee will destroy all copies of the Licensed Software, any other Confidential Information, and all related materials in Licensee's possession or control, and, at Renesas' request, so certify to Renesas. Without limiting the generality of the foregoing, termination of this Agreement will not terminate or otherwise affect Licensee's End Product customers' rights with respect to End Products sold to such customers prior to such termination. The following Sections will survive any termination of this Agreement: 1, 2.2, 2.4, 2.6, 2.7, 2.8, 3, 4, 5, 6, 7, 8.

6. **DISCLAIMER; LIMITATION OF LIABILITY.**

6.1. **Authority.** Each party represents, warrants and covenants to the other party that: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, if applicable; (b) in case of Licensee, the individual accepting the click-through and installing the Licensed Software has the power, authority and legal right to enter into this Agreement on behalf of Licensee; and (c) this Agreement, when executed and delivered by the representing and warranting party in accordance with the terms of this Agreement, will be the legal, valid, and binding obligation of such party, and enforceable in accordance with its terms.

6.2. **DISCLAIMER.** THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND RENESAS MAKES NO, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW

HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Except as otherwise prohibited by applicable law, Renesas does not warrant that the operation of the Licensed Software will be uninterrupted or error-free.

6.3. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT WILL RENESAS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS, CUSTOMERS, USE, PROFITS, REVENUE, SAVINGS OR DATA, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY LICENSEE OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND EVEN IF RENESAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE; AND (B) IN NO EVENT WILL RENESAS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE LICENSED SOFTWARE OR OTHER SUBJECT MATTER HEREOF EXCEED ZERO DOLLARS (\$0). The parties acknowledge that the limitations of liability in this Section 6.3 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Renesas would not have entered into this Agreement.

7. INDEMNIFICATION.

Licensee shall indemnify, defend, and hold harmless Renesas and its affiliates and its and their officers, directors, shareholders, employees, agents, licensors, distributors and suppliers from and against any and all claims, demands, actions, losses, liabilities, settlements, expenses (including without limitation attorneys' fees and other costs of litigation), and causes of action arising out of or relating to Licensee's use or misuse of the Licensed Software or Licensee's breach or alleged breach of this Agreement.

8. GENERAL.

8.1. Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes and replaces all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral, between the parties. Any modification of this Agreement will be effective only if made in writing and signed by authorized representatives of the parties. It is expressly agreed that any terms appearing on the face or reverse side of any form, including an invoice, order form, acknowledgement or confirmation, that are different from or in addition to the terms provided in this Agreement are not binding on the parties, even if signed and returned, and the parties object to any such different or additional terms. Any offer by either party and any acceptance of such an offer by the other party is limited to the terms in this Agreement only, and each party's acceptance of any offer is expressly made conditional on assent to the terms of this Agreement.

8.2. Exclusion of Terms. The parties hereby acknowledge and agree that any provisions of any law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("UCITA") will not be applicable to this Agreement. Furthermore, both parties waive any and all rights arising from any such law. The provisions of the United Nations Convention on the International Sale of

Goods will not apply.

8.3. **Governing Law and Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of Japan without giving effect to any choice of law rule that would cause the application of the laws of any other country. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled under the Commercial Arbitration Rules of the Japan Commercial Arbitration Association in accordance with those rules. The arbitration shall take place in Tokyo, Japan and proceedings will be in the English language. The arbitration award shall be final and binding upon the parties. Any proceedings or awards resulting from arbitration hereunder shall be confidential information; provided, however, that a party shall not be precluded from obtaining enforcement of an award by a court of competent jurisdiction. Notwithstanding anything to the contrary above and irrespective of the tribunal's powers to order interim or conservatory measures, either party may bring court proceedings in any court having jurisdiction to seek an injunction, specific performance, or other equitable relief to enforce any right or obligation under this Agreement. The parties agree that no bond need be posted to obtain injunctive or equitable relief, but if required by law or the court, the parties consent to a bond in the lowest amount permitted by law.

8.4. **Assignment.** Licensee may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by merger, change of control, operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Renesas. Any purported assignment, transfer or delegation by Licensee will be null and void. Renesas may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

8.5. **Remedies.** The rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by applicable law or at equity.

8.6. **Equitable Relief.** Licensee recognizes that the covenants contained in Section 2 and Section 3 hereof are reasonable and necessary to protect the legitimate interests of Renesas, that Renesas would not have entered into this Agreement in the absence of such covenants, and that Licensee's breach or threatened breach of such covenants shall cause Renesas irreparable harm and significant injury, the amount of which shall be extremely difficult to estimate and ascertain, thus, making any remedy at law or in damages inadequate. Therefore, Licensee agrees that Renesas shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief Renesas deems appropriate, without the necessity of posting of any bond or security. This right shall be in addition to any other remedy available to Renesas in law or equity.

8.7. **Waiver.** None of the conditions of this Agreement will be considered waived unless such waiver is in writing and signed by the waiving party. No such waiver will be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

8.8. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity.

8.9. **Notices.** Any written notices to be given hereunder by either party will be deemed effective upon personal delivery or upon mailing the notice to the party to be served at the address as stated above and in the case of Licensee, e-mail address provided to Renesas in connection with Licensee's acceptance

of the terms of this Agreement.

8.10. **Relationship of Parties.** Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

8.11. **Export Administration.** Licensee represents, warrants, and covenants that Licensee will not use the Licensed Software for the purposes 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) the other military activities, or (iii) any use supporting these activities. Licensee further represents, warrants, and covenants that Licensee 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. Licensee further represents, warrants, and covenant that Licensee will comply fully with all relevant export laws and regulations (collectively “**Export Controls**”). Without limiting the generality of the foregoing, Licensee will not, and Licensee will require Licensee’s representatives not to, export, direct or transfer the Licensed Software, or any direct product thereof, to or use the Licensed Software in any destination, person or entity restricted or prohibited by the Export Controls. Licensee represents and warrants that Licensee is not such a person and is not located in, under the control of, or a national or resident of any such destination or entity.

8.12. **Elimination of Anti-Social Forces.** Renesas may terminate this Agreement at any time without any prior notification in the event that Licensee’s affiliates, employees, directors or officers are found to: (a) belong to, or be otherwise involved in, organized crime groups, racketeers or any other entity related to organized crime group (“**Anti-Social Forces**”); (b) provide funds, or provide services, to any Anti-Social Forces; (c) have any other relationship with any Anti-Social Forces; or (d) use threatening behavior or violence in business transactions, disseminate false information, employ fraudulent means or methods that obstruct the business operations of Renesas, or use any other behavior that is similar to these actions. Where this Agreement is terminated for a reason set out in this provision, Renesas is not responsible for any losses or damages suffered by you as a result of such termination.

8.13. **Government Rights.** If Licensee is, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Licensed Software is “commercial computer software” and “commercial computer software documentation,” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Licensed Software are governed by the terms of this Agreement.

8.14. **Interpretation.** The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular. Unless otherwise specifically stated, references to Sections refer to sections in the main body of this Agreement and the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph. The words “include,” “includes,” “including” and derivative forms of them will be deemed followed by the phrase “without limitation” regardless of whether such phrase appears there (and with no implication being drawn from its inconsistent inclusion or non-inclusion). Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This Agreement will not be construed against any party by reason of its

preparation.

Exhibit A

- **Licensed Software**

Name	Part Numbers
RZ/V2H AI Software Development Kit	RTK0EF0180F05000SJ
RZ/V2H AI Software Development Kit Source Code	

- **Documentation**

- User's Manual: RZ/V2H AI Software Development Kit Release Note.
 - User's Manual is distributed apart from the Licensed Software

- **Additional Terms and Conditions**

1. OpenGL ES Library, OpenGL ES Driver, OpenCL Library and OpenCL Driver
 - Licensee acknowledges and agrees that the OpenGL ES Library and OpenCL Library include the technology of ARM LIMITED ("ARM");
 - Licensee acknowledges and agrees that ARM is a third party beneficiary of this Agreement and as such, ARM shall be entitled to bring an action against Licensee for any breaches of this Agreement which cause damage to ARM; and
 - Open GL ES Driver and OpenCL Driver are open source software and is distributed pursuant to the applicable open source license terms described in the source code.
2. H.264 Codec Library & Driver:
 - Licensee acknowledges and agrees that AVC/H.264 decoder / encoder integrated with the H.264 Codec Library includes the technology MPEG LA, L.L.C. manages;
 - Licensee acknowledges and agrees that it is necessary to acquire a specific license from MPEG LA, L.L.C. to manufacture and sell the AVC / H.264 decoder / encoder integrated with the H.264 codec library; and
 - H.264 Codec Driver is open source software and is distributed pursuant to the applicable open source license terms described in the source code.
3. H.265 Codec Library & Driver:
 - Licensee acknowledges and agrees that HEVC/H.265 decoder / encoder integrated with the H.265 Codec Library includes the technology MPEG LA, L.L.C., HEVC Advance L.L.C., Technicolor and Velos Media manages;
 - Licensee acknowledges and agrees that it is necessary to acquire a specific license from MPEG LA, L.L.C., HEVC Advance L.L.C., Technicolor and Velos Media to manufacture and sell the HEVC / H.265 decoder / encoder integrated with the H.265 codec library; and
 - H.265 Codec Driver is open source software and is distributed pursuant to the applicable open source license terms described in the source code.

- **Products**

RZ/V2H (R9A09G057H41GBG, R9A09G057H42GBG, R9A09G057H45GBG,
R9A09G057H46GBG, R9A09G057H44GBG, R9A09G057H48GBG)

CAUTION- You should carefully read this Software License Agreement as the following.

This Software License Agreement (this “Agreement”) is between you and Renesas Electronics Corporation. Please carefully read this Agreement as this Agreement is legally valid agreement relating to the Program Product (defined below) between you and Renesas Electronics Corporation.

BY CLICKING THE “I ACCEPT” BUTTON LOCATED ON THIS PAGE OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE SOFTWARE, (I) LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT AND (II) A CONTRACT WILL BE FORMED BETWEEN LICENSEE AND RENESAS CONSISTING OF THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, LICENSEE SHALL EXIT WITHOUT DOWNLOADING THE SOFTWARE. IF LICENSEE IS ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, “LICENSEE” SHALL ALSO REFER TO THAT COMPANY OR LEGAL ENTITY.

SOFTWARE LICENSE AGREEMENT

(for DRP-AI Translator i8)

THIS SOFTWARE LICENSE AGREEMENT is made and entered into by and between Renesas Electronics Corporation, a Japanese corporation having its principal place of business at 3-2-24, Toyosu, Koto-ku, Tokyo 135-0061, Japan (“LICENSOR”) and you (“LICENSEE”).

RECITALS

WHEREAS, LICENSEE desires to use the Program Product with LICENSOR’s semiconductor products; and

WHEREAS, LICENSOR desires to grant to LICENSEE a license to use the Program Product in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. (DEFINITION)

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

- (1) “Program Product” means the products delivered by LICENSOR and specified in Appendix attached here to. Program Product is defined as below:
 - (a) DRP-AI Translator
 - (b) DRP-AI_Quantizer (INT8 quantization tool)
 - (c) User’s Manual (Incorporated in the Software and to be provided together with the Software as a part of the Software.)
- (2) “Software” means the DRP-AI Translator as prescribed in the subsections (1) (a) and (b) above (including all form of program and its reproductions created by exercising the right granted to LICENSEE in accordance with SECTION 2 of this Agreement.).
- (3) “LICENSOR’s Product” means the LICENSOR’s products specified in Appendix attached hereto.
- (4) “Open Source Software” means any software (including, but not limited to GPL (GNU general public license)) that requires, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software, to be disclosed or distributed in source code form to a third party etc. For the sake of clarify, a “third party” in this item means all persons who directly or indirectly obtains disclosure or distribution of such software.
- (5) “Agreed Date” means the date on which LICENSEE agreed this Agreement.

SECTION 2 (GRANTS OF LICENSE)

1. LICENSOR hereby grants to LICENSEE a world-wide, non-exclusive, non-transferable and royalty-free right to carry out the acts as follows:
 - (1) to install (i.e., reproduce) the Software to LICENSEE’s computers, execute the Software and generate a program solely for the purpose of using the LICENSOR’s Product.
 - (2) to incorporate the program generated under item (1) above into LICENSOR’s Product and distribute such incorporated product (this includes the case where LICENSEE combines LICENSEE’s product with LICENSOR’s Product and distribute such combined product)
 - (3) to modify the sample program provided in a source code form as part of Program Product, incorporate the modified program into LICENSEE’s product and distribute such product (this includes the case where LICENSEE combines LICENSEE’s product with LICENSOR’s Product and distribute such product).
 - (4) to record, transfer, display, reproduce or print the User’s Manual, and to use such User’s Manual, only to the extent reasonably necessary to exercise the license granted in item (1), (2) and (3) above.
2. In case that LICENSEE subcontracts or otherwise delegates any portion of a work pertaining to the

exercise of the rights prescribed in the preceding paragraphs to a third party contractor (“Subcontractor”), LICENSEE may have such Subcontractor use the Program Product and the Software, provided that LICENSEE shall ensure that the Subcontractor will comply with the same obligations as provided herein and shall be responsible for compliance thereof by them.

SECTION 3 (OBLIGATION OF LICENSEE)

1. LICENSEE shall not analyze the object code portion of the Program Product by, including, but not limited to reverse engineering, reverse compiling or disassembling.
2. In case of reproducing the Program Product in accordance with SECTION 2, LICENSEE shall explicit a copyright or other proprietary rights notice or markings on or within such reproduction of the Program Product, and shall not alter, remove or delete such notice or markings.
3. LICENSEE acknowledges and agrees that the Software may contain certain Open Source Software subject to the terms and conditions of the applicable open source licenses. LICENSEE acknowledges and agrees that Licensee’s use of such Open Source Software is governed by the applicable open source license terms and that, subject to applicable law, LICENSOR has no obligation or liability with respect to such Open Source Software under this Agreement. In addition, LICENSEE will not (and will not permit any third party to) use any Open Source Software in a manner that would require the Software (or any portion thereof) to be distributed or made available free of charge, in source code form, or under any open source license terms. To the extent that any of the terms and conditions of this Agreement that govern LICENSEE’s use of the Software conflict with, or are in addition to, the terms and conditions of any Open Source Software, the conflicting or additional terms and conditions will not apply to such Open Source Software and the terms and conditions of the applicable Open Source Software will take precedence.
4. Except as expressly provided herein, LICENSEE shall not use, reproduce, modify, distribute, sublicense or take any other relevant action to the Software and User’s Manual.
5. In case of incorporating the program generated or modified under SECTION 2.1 into LICENSOR’s Product and distributing such incorporated products (this includes the case where LICENSEE combines LICENSEE’s product with LICENSOR’s Product and distribute such combined product) to LICENSEE’s customers in accordance with SECTION 2.1, LICENSEE shall not distribute the program generated or modified under SECTION 2.1 to LICENSEE’s customers other than in executable forms. Furthermore, LICENSEE shall take all necessary measures to prevent the program generated or modified under SECTION 2.1 from being reverse engineered, reverse compiled, disassembled, altered and reproduced.

SECTION 4 (OWNERSHIP)

Nothing contained herein shall transfer or be deemed to transfer any title, interest or intellectual

property rights in the Program Product and the Software to LICENSEE.

SECTION 5 (Delivery)

Renesas shall provide Licensee with the Software via electronic means.

SECTION 6 (Warranty; Limitation of Liability)

1. THE PROGRAM PRODUCT IS PROVIDED “AS IS” AND LICENSOR MAKES NO, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES FOR THE PROGRAM PRODUCTS AND THE SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.
2. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF THE PROGRAM PRODUCT AND THE SOFTWARE BY LICENSEE.
3. LICENSEE SHALL DISMISS, DEFEND AND HOLD HARMLESS LICENSOR AND ITS OFFICERS, BOARD DIRECTORS, SHAREHOLDERS EMPLOYEES, REPRESENTATIVES, LICENSOR, AGENTS AND SUPPLIERS FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES AND EXPENSE OF A LAWSUIT) ARISING OUT OF OR RELATING TO LICENSEE’S USE OR ABUSE OF THE PROGRAM PRODUCT OR BREACH OF THIS AGREEMENT BY LICENSEE.

SECTION 7 (CONFIDENTIALITY)

1. LICENSEE shall; (a) hold any information disclosed by LICENSOR in relation to this Agreement (“Confidential Information”) in confidence, using the same degree of care it uses to protect the confidentiality of its own information of a similar nature and importance, but in no event less than reasonable care, to protect the confidentiality and avoid the unauthorized use and disclosure of the Confidential Information; (b) not disclose or make available the Confidential Information to any third party without the prior written consent of LICENSOR; and (c) not use the Confidential Information for any purpose other than implementing this Agreement. Notwithstanding the foregoing sentences, information listed the following items is not considered as the Confidential Information:
 - (1) Information with the prior written consent of LICENSOR to disclose such information;

- (2) Information that is rightfully owned by LICENSEE at the time of disclosure;
 - (3) Information that is rightfully obtained by LICENSEE without a duty of confidentiality from a source other than LICENSOR that does not owe any duty of confidentiality to LICENSOR with respect to such Confidential Information;
 - (4) Information that is publicly known at the time of disclosure;
 - (5) Information that becomes publicly known through no wrongful act or omission of LICENSEE; and
 - (6) Information that is independently developed by LICENSEE without reference to or use of the Confidential Information of LICENSOR.
2. The Program Product and the Software is deemed to be the Confidential Information, regardless of marking as “confidential” or “proprietary” on them.
 3. LICENSEE’s confidentiality obligations prescribed in paragraph 1 shall expire five (5) years after the expiration / termination date of this Agreement. Notwithstanding the foregoing sentence, LICENSEE’s confidentiality obligations regarding the Program Product and the Software under the preceding two paragraphs shall remain in force for an indefinite period.
 4. Notwithstanding the provisions of paragraph 1, LICENSEE may disclose the Confidential Information in case where LICENSEE is legally compelled to disclose such Confidential Information by orders or requests of a competent court or governmental authorities, provided, that LICENSEE shall give LICENSOR reasonable advance notice of any such disclosure and shall cooperate with LICENSOR in obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
 5. Notwithstanding the provisions of paragraph 1, LICENSEE may disclose the Confidential Information to an entity whose ownership of more than 50% of the outstanding shares or another ownership interest representing the right to vote for members of the board of directors or other managing officers is held by LICENSEE (“LICENSEE’s Subsidiaries”) only to the extent reasonably necessary to implement this Agreement. LICENSEE may also disclose the Confidential Information to the Subcontractor only to the extent reasonably necessary for such Subcontractor to implement subcontracted business. Such LICENSEE’s Subsidiaries and Subcontractor shall be bound by an express confidentiality and restricted use obligations at least equal to LICENSEE’s confidentiality obligations, and LICENSEE shall be liable for any breach of any confidentiality and restricted use obligations by such LICENSEE’s Subsidiaries and Subcontractor.

SECTION 8 (COMPLIANCE WITH EXPORT CONTROL)

1. LICENSEE shall not knowingly export, sale, transfer, lend or license the Confidential Information, products, the Program Product, the Software, associated technologies and all the other information disclosed or provided by LICENSOR (“Information etc.”), to a third party whose purpose is (a) the development, design, manufacture, store or use of nuclear, chemical or biological weapons, or weapons

of mass destruction or missiles, (b) military use, or (c) undermining the maintenance of international peace and security (“Purpose”). LICENSEE shall not use or have a third party use Information etc. for the Purpose.

2. LICENSEE shall comply with all applicable export control, customs and foreign trade regulations, including, but not limited to, the Foreign Exchange and Foreign Trade Control Act when LICENSEE exports, sales, transfers, lends or licenses any of Information etc.

SECTION 9 (TERMINATION)

1. LICENSOR may immediately terminate this Agreement by written notice in the event that:
 - (1) LICENSEE is adjudicated a bankrupt, becomes insolvent, makes a general assignment for the benefit of creditors, or enters into dissolution or liquidation proceedings; or
 - (2) LICENSEE undergoes a substantial change in ownership (whether resulting from merger, acquisition, consolidation or otherwise), or any other person or company de facto controls the operations or policies of such party, except with the prior written consent of the party.
2. LICENSOR may terminate this Agreement by written notice in the event that LICENSEE commits a material breach of its obligations under this Agreement and such breach is not cured within certain period of written notice thereof.

SECTION 10 (TERM)

This Agreement shall be valid and in force from the Agreed Date and shall be valid for the subsequent **【one (1) year】** .

SECTION 11 (EFFECTS OF TERMINATION)

1. In the event that this Agreement is expired or terminated for any reason, LICENSEE shall take the following measures within one (1) year from the expiration or termination date;
 - (1) to return to LICENSOR or destroy the Program Product, and technology information and Confidential Information regarding the Program Product provided by LICENSOR, and all copies thereof, and to stop the use and provision thereof to a third party; and
 - (2) to submit a written certificate of destruction prescribed in the preceding item.
2. The provisions in Sections 3, 4, 6, 7, 8, 11, 12, 13, 14, 15, 16 and 17 shall survive expiration or termination of this Agreement for any reason.

SECTION 12 (ASSIGNMENT)

This Agreement and the rights and obligations resulting from this Agreement shall not, whether with or without charge, assigned, lent, transferred or encumbered by LICENSEE to any third party, except in the case provided for in this Agreement.

SECTION 13 (CHOICE OF LAW)

This Agreement, and any dispute arising from the relationship between the parties hereunder, will be governed by the laws of Japan, excluding its conflict of laws rules.

SECTION 14 (SEVERABILITY)

If any terms or provisions of this Agreement become illegal, invalid or unenforceable for any reason whatsoever including by reason of the provisions of any legislation or any other relevant acts or by reason of any decision of any court or authority having jurisdiction over the parties to this Agreement, such terms or provisions shall be deemed deleted from this Agreement in the jurisdiction in question, provided always that unless any such deletion substantially affects or alters the commercial basis of this Agreement, the other terms or provisions of this Agreement shall remain effective.

SECTION 15 (NON-WAIVER)

Any single or partial exercise of any right or power under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other rights or power hereunder.

SECTION 16 (ENTIRE AGREEMENT)

This Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.

SECTION 17 (DISPUTE RESOLUTION)

Any disputes, controversies or differences which may arise among the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be first settled by mutual consultation of the parties in good faith. In case where the parties fail to reach amicable settlement on such disputes, controversies or differences within sixty (60) days from the date of the claim by one of the parties, those shall be finally submitted to the exclusive jurisdiction of Tokyo District Court of Japan.

(Blank below)

- Additional Terms and Conditions

- Software is an Open Source Software and is distributed pursuant to the applicable open source license terms described in the source code.

- Software contains a set of documentation related to the product.

(Blank below)

Appendix

1. Program Product

No.	Name	Parts Number
(1)	DRP-AI Translator	【RTK0EF0125Z03000SJ】
(2)	DRP-AI Quantizer (INT8 quantization tool)	【RTK0EF0125Z00000SJ】

2. LICENSOR's Product

Products implemented with DRP-AI (Dynamically Reconfigurable Processor for Artificial Intelligence)

END