

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

“**REL**”

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

“**Customer**”

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 CUSTOMER 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 THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE SOFTWARE, (I) CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT AND (II) A CONTRACT WILL BE FORMED BETWEEN CUSTOMER AND RENESAS CONSISTING OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER SHALL EXIT WITHOUT DOWNLOADING THE SOFTWARE. IF CUSTOMER IS ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER 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, “CUSTOMER” SHALL ALSO REFER TO THAT COMPANY OR LEGAL ENTITY.

SOFTWARE LICENSE AGREEMENT

Article 1 (Definitions)

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

- (1) “**LSI**” means REL’s RZ family microprocessor.
- (2) “**Program**” means RZ family self-diagnostic software library (source code form), which includes any program form and its copies generated under the Article 2
- (3) “**Documentation**” means s documents related to Program, which includes its copies generated under the Article 2.
- (4) “**Product**” means RZ family Self Test Software Kit, which collectively refers to the Program and the Document.
- (5) “**Customer’s Product**” means Customer’s hardware products incorporating the LSI.
- (6) “**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 (including, but not limited to GPL (GNU general public license)); (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

(7) “**Subsidiaries**” means corporations or companies or other entity more than fifty percent (50) of whose voting stocks are owned by REL or Customer directly or indirectly.

(8) “**Agreed Date**” means the date on which Customer agreed this Agreement.

Article 2 (Limited License)

1. Subject to Customer’s compliance with the terms and conditions set forth herein, REL hereby grants Customer a non-exclusive, non-transferable license and without the right to sublicense;

(1) to use and reproduce the Program and modify only source code form of the Program as set forth in the Documentation for the purpose of developing a program which operates on the Program in conjunction with the LSI (the “Customer’s Program”) in the Customer’s Products.

(2) to convert the Program in object code form into executable form, reproduce such converted Program, incorporate such reproduced Program combined with the Customer’s Program into the LSI of the Customer’s Product and distribute such Customer’s Product.

(3) to use and copy a part or whole of the Documentation only to the extent reasonably necessary to exercise the license granted in the sub-sections (1) and (2) of the Article 2 above.

(4) to retain only one copy of the Program as a backup

2. Customer may have its Subsidiaries to exercise the right granted in Article 2.1 above for Customer.

3. Customer may have its subcontractors to exercise the right granted in Article 2.1 above for Customer with REL’s prior written consent.

4. Customer shall ensure that its Subsidiaries and/or subcontractors which exercise the Product granted hereunder will comply with the same obligations as provided in this Agreement and shall be responsible for compliance thereof by such Subsidiaries and/or subcontractors.

5. Notwithstanding the Article 2.1 above, Customer may reproduce only one copy of the Program and submit such reproduced Program to a third-party certifier to the extent reasonably necessary to get a functional safety verification with respect to the Customer’s Products from such third-party certifier.

6. Nothing contained herein shall transfer or be deemed to transfer to Customer any industrial property rights, copyrights, semiconductor layout-design exploitation rights, trade secrets or any other intellectual property rights in the Product, which shall remain an exclusive property of REL and/or licensor(s) of REL, except for the rights expressly granted herein.

Article 3 (Restrictions)

1. Except for the rights expressly granted herein, Customer shall not engage in any of the acts mentioned below;
 - (1) to reverse engineer, reverse compile, reverse assemble, or other modify or analyze the Program in object code form;
 - (2) to remove, obliterate or modify any copyright, trademark or other proprietary notice or marking of REL and REL's Subsidiaries or third parties attached to or included in the Product;
 - (3) to use, reproduce, modify, distribute or sublicense or otherwise dispose the Product, except as expressly granted herein.
 - (4) to use the Licensed Software with any Open Source Software.
 - (5) to distribute the Program without combining with the Customer's Program
2. Customer shall take all necessary and appropriate measures to prevent the Customer's customer from breaching the provisions set forth in the Article 3.1 above.
3. Customer shall reproduce and include notices of copyrights, patents or other proprietary notice or marking of REL and REL's Subsidiaries or the third parties attached to or included in the copies of the Product based on the provisions set forth in the 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 REL's Subsidiaries or the third party attached to or included in the Product.

Article 4 (Payment)

The license fee is free of charge.

Article 5 (Delivery)

REL shall provide the Product with Customer by means of electronic method.

Article 6 (Ownership)

1. Noting contained herein shall transfer or be deemed to transfer to Customer, any copyright, title, interest or other intellectual property rights in the Product.
2. Except for the rights expressly provided herein, any copyright, title, interest or other intellectual property rights of the modified portion of the Program in source code form by Customer under the Article 2.1.1 shall be transferred or deemed to Customer, provided that any copyright, title, interest or other intellectual property rights of the Program provided by REL shall be still retained by REL or REL's licensor.

Article 7 (Disclaimer of Warranty)

PRODUCT IS PROVIDED "AS IS" AND REL AND/OR ITS LICENSORS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN WHOLE OR IN PART WITH RESPECT TO PRODUCT TO CUSTOMER, INCLUDING

WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE USE, COPY OR DISTRIBUTION OF PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN NO EVENT SHALL REL AND/OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THE USE OF PRODUCT.

Article 8 (Confidentiality)

1. Customer shall keep all REL's Information (the "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; or
 - (4) is subsequently developed independently by employees of Customer without reference to the Confidential Information.
3. Notwithstanding the Article 8.1 above, Customer may disclose Confidential Information to its Subsidiaries and/or subcontractors only to the extent reasonably necessary to exercise the license granted under the Article 2.2 and 2.3, provided that Customer shall ensure that its Subsidiaries and/or subcontractors which exercise the right granted hereunder will comply with the same obligations as provided in this Agreement and shall be responsible for compliance thereof by such Subsidiaries and/or subcontractors.
4. Notwithstanding the Article 8.1 above, Customer may disclose Confidential Information to a third-party certifier only to the extent reasonably necessary to exercise the license granted under the Article 2.6.
5. Notwithstanding the Article 8.1 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 of such disclosure will be limited to the minimum amount of Confidential Information required to satisfy that disclosure obligation.
6. Upon REL's written request, Customer shall return to REL or destroy all copies of the Confidential Information in the possession of Customer.

Article 9 (Term and Termination)

1. This Agreement will commence on the Agreed Date and will continue for twelve (12) months.

After that, the Agreement shall be automatically renewed for successive twelve (12)-month terms, unless either party shall notify its intention to the renewal in writing at least three (3) months prior to the expiration of the then-current term to the other party.

2. The Article 2.4 and 2.5 (Limited License), 3 (Restrictions), 6 (Ownership), 7 (Disclaimer of Warranty), 8 (Confidentiality), this Article 9.2 and 9.3 (Term and Termination), 10 (Audit), 11 (Export Restriction), 12 (No Assignment), 13 (Governing Law and Jurisdiction), 14 (Entire Agreement), 15 (Severability) and 16 (Waiver) shall survive any termination or expiration of this Agreement.
3. Upon on termination or expiration of this Agreement for any reason, Customer shall immediately cease using, reproducing, modifying the Product. Subject to REL's request, Customer shall, within fifteen (15) days after the date of such expiration or termination, (i) return the original and all copies of the Product and all Confidential Information held or controlled by Customer to REL or (ii) destroy the Licensed Software and all Confidential Information and certify to REL in writing that Customer has fully complied with its obligations under this Article 9.
4. 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; or
 - (6) if Customer is merged with or acquired by any third-party or a part or whole of Customer's business is divested without REL's prior written consent.

Article 10 (Audit)

Customer 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. REL shall have the right, from time to time, to audit Customer to verify Customer's compliance with the terms and conditions of this Agreement during the term of this Agreement and one (1) year thereafter. Any such audit shall be at REL's expense; provided that if such audit reveals non-compliance with the Article 2 of this Agreement, or any other material breach of this Agreement, Customer shall promptly pay to REL all costs and expenses of such audit.

Article 11 (Export Administration)

Customer represents, warrants, and covenants that Customer will not use the Product 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. Customer further represents, warrants, and covenants that Customer shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Product 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. Customer 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, Customer will not, and Customer will require Customer’s representatives not to, export, direct or transfer the Product, or any direct product thereof, to or use the Product in any destination, person or entity restricted or prohibited by the Export Controls. Customer 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.

Article 12 (No Assignment)

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.

Article 13 (Governing Law and Jurisdiction)

This Agreement shall be governed by the laws of the state of California. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Santa Clara, California and shall be conducted in the English language. The arbitration award shall be final and binding upon the parties hereto and shall not be subject to appeal to court; and judgment on the award may be entered in any court having jurisdiction thereof.

Article 14 (Entire Agreement)

This Agreement, together with its Appendix, 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.

Article 15 (Severability)

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.

Article 16 (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.

Article 17 (Consultation)

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.