Terms and Conditions of Software License

This Terms and Conditions of Software License ("Agreement") is legally binding contract between Renesas Electronics Corporation ("RENESAS") and you.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHALL EXIT WITHOUT DOWNLOADING THE SOFTWARE. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" WILL REFER TO THAT COMPANY OR LEGAL ENTITY.

IF YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY, DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT AND DO NOT DOWNLOAD, INSTALL, ACCESS OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE. THE SOFTWARE IS BEING LICENSED AND NOT SOLD TO YOU. RENESAS PERMITS YOU TO DOWNLOAD, INSTALL, ACCESS, OR OTHERWISE COPY, OR USE THE SOFTWARE (INCLUDING THE FUNCTIONALITY OR FEATURES THEREOF) ONLY IN ACCORDANCE WITH THIS AGREEMENT.

Therefore, in such event, please destroy all the download files containing the Software immediately.

Section 1. (Definition)

As used herein, the following terms shall have the meanings set forth below:

1.1   "**Documentation**" means the documentation relevant to the Program and provided to you as a part of the Software.

1.2   "**Program**" means the computer program for the RENESAS LSI provided to you in source code form as a part of Software. Any program created under the rights granted in this Agreement and the Tool Program shall be deemed as Program.

1.3   "**Sample Code**" means the computer program and data referred to for using the Software.

1.4   "**Software**" means software as set forth in Appendix A, including its copies.

1.5   "**Software Module**" means software module used for the Tool Program, which will be identified in Appendix A.

1.6   "**Tool Program**" means computer program provided to you as a part of the Software, which will be installed and used on your computer.

1.7   "**Your Hardware**" means Automotive Electronic Control Unit (ECU) which incorporates RENESAS LSI specified in Appendix A, which is manufactured, developed or sold by you or on your behalf.

Section 2. (License Grant)

2.1   Subject to the terms and conditions set forth in this Agreement, RENESAS hereby grants to you a personal, non-exclusive, non-transferable, royalty-free license, with no rights to sublicense to others;

   (i)   to install and copy the Software on the computer you own or control;

   (ii)   to use, copy and modify the Program and the Sample Code, and compile the Program and the Sample Code (including those modified pursuant to this Section) into executable code;

   (iii) to incorporate the executable code compiled pursuant to Section 2.1(ii) into Your Hardware and distribute in accordance with Section 3.6;

   (iv) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (i) through (iii) above; and

   (v)   to install the Tool Program on the computer you own or control, and use and copy to the extent reasonably necessary to exercise the license granted in Section 2.1(ii) and Section 2.1(iii)

2.2   You may sell, offer for sale or otherwise distribute Your Hardware (including prototype or sample) which incorporates the Program and/or the Sample Code in executable code for advertising (such as demonstration of Your Hardware) or sales purpose.

2.3   You acknowledge and agree that, in case Software Module and its terms of use is specified in Appendix A, terms and conditions of this Agreement are not applicable to the Software Module and your use of the Software Module is governed by the applicable terms of use specified in Appendix A (for the avoidance of doubt, portions of Tool Program other than Software Module is licensed under this Agreement). You also acknowledge and agree that, subject to applicable law, RENESAS has no obligation or liability with respect to such Software Module under this Agreement. In case Software Module is not specified in Appendix A, the Tool Program is licensed under the terms and conditions of this Agreement.

Section 3. (Your obligations and Restriction on use)

3.1   You shall not reverse engineer, decompile, or disassemble the Tool Program.

3.2   Except as expressly permitted by this Agreement, you shall not copy, modify, sub-license, redistribute or otherwise use any component of the Software, including but not limited to, distributing Software to third parties regardless of with or without charge except as granted in Section 2.1(iii). Except where RENESAS agrees otherwise in a written contract signed by you and RENESAS, rights granted to you with this Agreement may not be extended or modified.

3.3   In the case you use the Software with any other software, you acknowledge and agree that you shall continue to be bound by the terms and conditions set forth herein for use of the Software. You shall take all necessary measures to avoid the application of the terms and conditions of the third party software to the Software, including but not limited to, disclosure or sublicense of the Software.

3.4   You shall not alter, remove or delete, and shall reproduce any copyright, patent or other proprietary rights notice or markings contained on or within the Software. Notwithstanding the foregoing, the title, interest or intellectual property rights in and to the modifications of the Program created by you under the right granted in Section 2.1(ii) shall be owned by you (subject to the underlying title, interest and/or intellectual property rights in Software retained by RENESAS and/or licensor(s) of RENESAS), and you may add your copyright or other proprietary rights notice or markings. Nothing contained in this

Section 3.4 shall affect any title, interest or intellectual property rights in and to the Software, which shall remain an exclusive property of RENESAS and/or licensor(s) of RENESAS.

3.5 Notwithstanding the Section 3.4 above, you shall not exercise your rights arising from your rights in and to the modification to the Program against RENESAS or other users of the Software in case RENESAS or other users make same or substantially similar modifications.

3.6 You shall prevent your customers or any third parties you provide Your Hardware from reverse-engineer, decompile or disassemble of the Program and/or Sample Code.

3.7 Neither this Agreement or any rights granted to you under it may be assigned, granted security interest in, sub-licensed or otherwise transferred by you to any third party without the prior written consent of RENESAS.

3.8 Except as expressly provided herein, no rights or licenses shall be granted to you in connection with the Software.

3.9 The Software and copyright or any other intellectual property rights of the Software are owned by RENESAS and/or its licensors and nothing contained herein shall transfer or be deemed to transfer to you copyright or any other intellectual property rights of the Software.

Section 4. (Warranty Disclaimer; Limitation of Liability; Indemnification)

4.1 YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS PROVIDED "AS IS". RENESAS AND/OR ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), IN WHOLE OR IN PART WITH RESPECT TO THE SOFTWARE WHICH MAY BE PROVIDED BY RENESAS TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT RENESAS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR WARRANTY THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

4.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS AND ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY YOU OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF SOFTWARE PROVIDED BY RENESAS TO YOU, EVEN IF RENESAS AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Regardless of the foregoing, upon learning about the existence of any claims or actions regarding the effectiveness of rights, infringements or potential infringements of the Software, you shall immediately notify RENESAS thereof.

4.3 You shall indemnify, defend, and hold harmless RENESAS and its affiliates and its and their officers, directors, employees, and licensors 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 Your use or misuse of the Software or Your breach or alleged breach of this Agreement.

Section 5. (Confidentiality)

5.1 You hereby agree that you shall treat the Software and related information furnished by RENESAS to you hereunder, and information you obtained from using thereof (collectively as "Confidential Information") as strictly confidential, and shall neither disclose or divulge it, directly or indirectly, to

any third party without prior written agreement by RENESAS (including an agreement by email) nor use such Confidential Information for any purpose other than the purpose of this Agreement. You further agree that you shall restrict the access to Confidential Information only to your employees who have confidentiality obligations and have a need to know such Confidential Information for the purpose of this Agreement.

5.2 Notwithstanding Section 5.1 above, you may disclose Confidential Information to third parties with whom RENESAS enters into an agreement substantially similar to this Agreement to the extent reasonably necessary for the purpose permitted under Section 2.1 above and in such event, you shall enter into a written non-disclosure agreement with each such third party in advance that contains confidentiality and restricted use obligations at least as protective as those contained herein and shall be fully liable for any acts or omissions of such third party.

Section 6. (Export Control; Compliance with Laws)

6.1 You represent and warrant that you shall not use the Software and Confidential Information 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) other military activities, or (iii) any use supporting these activities. You also represent and warrant that you shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Software and Confidential Information 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.

6.2 You represent and warrant that you shall not directly or indirectly, export, re-export, transship or otherwise transfer the Software in violation of any applicable export control laws or regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or their transactions, including but not limited to Foreign Exchange and Foreign Trade Act.

6.3 You agree to comply with all applicable laws, regulations, licensing or other requirements regarding transactions under this Agreement, including applicable commercial and public anti-bribery laws such as the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit both direct and indirect corrupt offers of anything of value to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage.

Section 7. (Termination)

7.1 RENESAS may immediately terminate this Agreement by giving a written notice of termination to you:

(i) if you default in any of the provisions of this Agreement; or

(ii) if you become insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against you, or a receiver is appointed with respect to any of the assets of you, or liquidation proceeding is commenced by or against you or if in the opinion of the RENESAS you do any act which prejudices its rights.

7.2 You or RENESAS may terminate this Agreement with prior written request to the other party.

7.3 Upon termination of this Agreement, you shall not use, reproduce, alter, or distribute the Software and related information provided by RENESAS (including its reproductions. The same shall apply hereafter). Immediately after the termination of this Agreement, you shall either return to RENESAS the Software and related information provided by RENESAS in your possession or control, or destroy them, at the sole discretion of RENESAS, and shall submit evidence for the return or destruction to RENESAS.

Section 8. (Term)

8.1   This Agreement shall continue in force for one (1) year from the date you agreed to the terms and conditions of this Agreement unless sooner terminated pursuant to Section 7. This Agreement shall be automatically extended for further period(s) of one (1) year unless either party gives notice of termination to the other party at least ninety (90) days before expiration of the initial term of this Agreement or any extended term thereof.

8.2   The parties agree that the rights and obligations set forth in Sections 2.3, 3 through 6, 7.3, 9.2, 10 and 11 shall survive termination of this Agreement by any reason.

Section 9. (Elimination of antisocial forces (such as organized crime groups))

9.1   RENESAS may terminate all or part of this Agreement at any time without any prior notification in the event that you, your 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.

9.2.   Renesas is not responsible for any losses or damages suffered by you as a result of termination pursuant to Section 9.1.

Section 10. (General)

10.1   If any part of this Agreement is found to be illegal or unenforceable, then such illegal or unenforceable part will be stricken, but the remainder of this Agreement will continue in full force and effect.

10.2   Any failure by a party to enforce any of the provisions of this Agreement to the other party, unless waived in writing, shall not constitute a waiver of the party's rights to enforce such provision or any other provisions of this Agreement in the future.

10.3   You and RENESAS are independent parties. This Agreement does not, and is not intended to create an agency, partnership, joint venture or employment relationship between the parties. Neither party has the authority to bind the other party by contract or otherwise to any obligation.

10.4   This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Any change, modification or amendment of the terms of this Agreement shall not be effective unless reduced to writing and authorized by RENESAS.

10.5   If You are, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the 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 Software are governed by the terms of this Agreement.

10.6   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. You recognize that the covenants contained in Section 2, Section 3 and Section 5 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 Your 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, You agree 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.

Section 11. (Governing Law and Jurisdiction)

This Agreement shall be governed by the laws of the State of California, US, 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 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.

<u>Appendix A</u>

<RENESAS LSI>
RH850/P1M Microcontroller

<Software>
RH850/P1M AUTOSAR R4.0.3 MCAL

< Software Module>

No.	Name	Terms and Conditions of use
1．	CPAN Library （http://www.cpan.org/） 　　Data::Dumper 　　File::Path 　　File::Temp 　　Win32::AbsPath 　　XML::Simple	http://dev.perl.org/licenses/artistic.html

End