

--- IMPORTANT!!---

--- PLEASE READ THE FOLLOWING BEFORE USING THE PRODUCT ---

Thank you for your requirement for the documentation product (“**Product**”) of Renesas Electronics Corporation.

Before using the Product , please be sure to read carefully the terms and conditions of the License Agreement for RX Compiler IEC 61508 Certification Kit (“**Agreement**”) that is enclosed in the Product.

Your use of the Product is subject to your agreeing to the terms and conditions of the Agreement. Therefore, if you use the Product, you will be deemed to have agreed to be bound by all the provisions of the Agreement.

IN CASE YOU DO NOT AGREE TO ANY TERMS AND CONDITIONS OF THE AGREEMENT, WE CANNOT GRANT TO YOU A LICENSE TO USE THE PRODUCT.

If you have any comments or questions on this Product, please feel free to contact the sales companies or agent where you purchased it.

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LICENSE AGREEMENT FOR RX Compiler V3.01.00 IEC 61508 Certification Kit

THIS LICENSE AGREEMENT (hereinafter referred to as the “**Agreement**”) is 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 (hereinafter referred to as “**REL**”) and you (hereinafter referred to as “**Customer**”) on the other.

WITNESSETH:

WHEREAS, Customer desires to use certain of the REL’s documentation kit ; and

WHEREAS, REL is willing to grant to Customer a license to use the documentation kit in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article 1 (DEFINITIONS)

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

- (1) "**Target Compiler**" means as more fully specified in EXHIBIT 1-(1) that is provided by REL.
- (2) "**Licensed Product**" means the documentation as more fully specified in EXHIBIT 1-(2).
- (3) "**Target Hardware**" means Customer’s specific hardware product (limited to one hardware product of which Customer notifies REL in advance in writing or by email) incorporating REL’S RX MCU and the software program produced using Target Compiler by Customer.
- (4) "**Subsidiary**" means a company or corporation of which more than fifty percent (50%) of voting stocks are owned by REL or Customer directly or indirectly.

Article 2 (LICENSE)

1. Subject to Customer's compliance with the terms and conditions set forth herein and to the extent REL has rights, REL grants Customer a non-exclusive and non-transferable license set forth below:
 - (1) to use and reproduce a part or the whole of Licensed Product only to the extent reasonably necessary to obtain the functional safety certification regarding IEC61508 (hereinafter referred to as "the Certification") for Target Hardware.
 - (2) to submit a part or the whole of Licensed Product to a certification authority (hereinafter referred to as “the Certification Authority”) only to obtain the Certification for Target Hardware.
 - (3) to make one copy of License Product for back-up purpose.

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2. Customer shall not subcontract any work related to Licensed Product to third parties (excluding Subsidiaries of Customer), without written consent of REL. In the event Customer subcontracts any work related to Licensed Product to subsidiaries of Customer or third parties with prior written consent of REL, Customer shall ensure that the Subsidiaries or third parties will comply with the same obligations as provided herein and shall be responsible for compliance thereof by them.
3. Except as expressly provided herein, all right, title, interest and/or other intellectual property rights in Licensed Product shall remain an exclusive property of REL and shall not be granted to Customer.

Article 3 (RESTRICTIONS)

Customer shall not engage in any of the acts mentioned below:

- (1) to remove or modify any copyrights, patents or other proprietary notice or marking of REL, REL's Subsidiaries or the third parties attached to or included in Licensed Product;
- (2) to use, reproduce, modify, distribute, or sublicense or otherwise dispose the Licensed Product, except as expressly granted herein;

Article 4 (OWNERSHIP)

1. Nothing contained herein shall transfer to Customer, any title, interest, intellectual property rights in the Licensed Product.
2. Customer shall reproduce and include notices of copyrights, patents or other proprietary notice or marking of REL, REL's Subsidiaries or the third parties attached to or included in the Licensed Product based on the provisions set forth in 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, REL's Subsidiaries or the third party.

Article 5 (DISCLAIMER OF WARRANTY, etc.)

REL AND/OR ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO LICENSED PRODUCT TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY THAT CUSTOMER CAN OBTAIN THE CERTIFICATION, OR WARRANTY THAT THE USE, COPY OR DISTRIBUTION OF LICENSED PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. 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 LICENSED PRODUCT.

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Article 6 (CONFIDENTIALITY)

1. Customer shall not disclose or divulge any confidential information relating to Licensed Product disclosed by REL (hereinafter referred to as "Confidential Information") to any third party without prior written consent of REL. Customer shall use Confidential Information solely for the purpose to obtain the Certification for Target Hardware. Any part of Licensed Product shall be deemed to be Confidential Information, whether or not marked as confidential.
2. Notwithstanding the provisions in Article 6.1 above, the confidentiality obligations herein shall not apply to any information which:
 - (1) is in the public domains at the time of disclosure to Customer;
 - (2) becomes publicly available through no fault of Customer;
 - (3) is rightfully obtained by Customer from a third party without restriction on its disclosure;
3. Notwithstanding the provisions in Article 6.1 above, Customer may disclose Licensed Product to the Certification Authority to obtain the Certification in accordance with Article 2.2, only to the extent reasonably necessary for such obtainment of the Certification.
4. Notwithstanding the provisions in Article 6.1 above, Customer may disclose Confidential Information to its Subsidiaries or the third party to which Customer subcontracts works in accordance with Article 2.2, only to the extent reasonably necessary for such subcontract work. In that event Customer shall ensure that the Subsidiaries or third parties will comply with the same obligations as provided herein and shall be responsible for compliance thereof by them.
5. In the event this Agreement expires or is terminated by REL, Customer shall, at REL's option, immediately return REL or destroy all Confidential Information including its copies.

Article 7(TERMS OF AGREEMENT)

1. This Agreement shall be valid and in force for a period of 1 year from the day on which Customer accepted the terms and conditions of this Agreement, and thereafter shall be automatically extended on a year-to-year basis unless or until either party gives the other a written notice of termination at least 90 days prior to the expiration date of the original or each extended period of this Agreement.
2. The provisions of Article 6 shall survive the termination, cancellation, or expiration of this Agreement for five years. The provisions of Articles 2.2, 2.3, 3, 4, 5, 7.2, 9.2, 10, 11, 12 shall survive such expiration or termination of this Agreement for any reason.

Article 8 (TERMINATION)

REL may forthwith terminate this Agreement without giving a notice or formal demand and shall be able to claim damages in the event of one or more 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;

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- (2) if Customer is subject to attachment, provisional attachment, provisional disposition, auction procedures, disposition for failure to pay taxes or any other similar disposition by a public authority; or voluntary or involuntary commencement of proceedings for bankrupt, special winding up, 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.

Article 9 (WARRANTY REGARDING CRIME SYNDICATE MEMBERS)

1. REL may forthwith terminate a part or whole of this Agreement without giving notice or formal demand, when it turns out that Customer (including its board members and employees) has any relationship with crime syndicate or members of crime syndicate as designated by Article 2 of Japanese Act to Prevent Unjust Acts by organized crime group members (1991, Act #77), or provides funds and other benefits to crime syndicate members through its business activity against the provisions set forth in Article 32-2 of said act.
2. In no event shall REL be liable for any damages arising from a part or whole of termination of this Agreement in accordance with provisions in Article 9.1.

Article 10 (EXPORT RESTRICTION)

1. Customer shall not export, sell, transfer, lease, license the Confidential Information, products, technical information relating thereto disclosed or provided by REL, to be used or allow the third party to use for military purposes or activities to disturb international peace and security including for development, design, manufacture, stockpile, or production of nuclear, chemical, or biochemical weapons of mass destruction.
2. In the event that Customer export, sell, transfer, lease, license the Confidential Information, products, technical information relating thereto disclosed or provided by REL, Customer shall take necessary procedures set forth in Foreign Exchange and Foreign Trade Control Act, other relevant laws and export control laws and regulations.

Article 11 (NO ASSIGNMENT)

All or any part of this Agreement and the rights and obligations resulting from this Agreement is, with or without charges, not assignable, transferable, inheritable by either party to any third party without prior written consent of the other party.

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Article 12 (GOVERING LAW AND JURISDICTION)

This Agreement is governed by Japanese laws. In the event of any dispute or claim arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction and venue of the Tokyo District Court.

Article 13 (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.

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EXHIBIT 1

(1) Target Compiler

C/C++ compiler package for the RX family version 3.01.00

(2) Licensed Product

Document name	Document number	File name
Certificate	R20TU0099EJ0100	Certificate_V3.01.00_r20tu0099ej0100.pdf
Report about the evaluation of Renesas Compiler Suite CC-RX V3.01.00	R20TU0100EJ0100	Report_V3.01.00_r20tu0100ej0100.pdf
C/C++ Compiler for RX Family V3.01.00 Safety Manual (English version)	R20UT4626EJ0101	SafetyManual_V3.01.00_r20ut4626ej0101.pdf
C/C++ Compiler for RX Family V3.01.00 Safety Manual (Japanese version)	R20UT4626JJ0101	SafetyManual_V3.01.00_jp_r20ut4626jj0101.pdf
[Notes] C/C++ Compiler for RX Family V3.01.00 (English version)	R20TU0066EJ0101	Notes_V3.01.00_r20tu0066ej0101.pdf
[Notes] C/C++ Compiler for RX Family V3.01.00 (Japanese version)	R20TU0066JJ0101	Notes_V3.01.00_jp_r20tu0066jj0101.pdf

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