

IMPORTANT- Please read carefully and understand the following Software License Agreement (this “**Agreement**”).

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. YOU MAY USE THE LICENSED SOFTWARE SUBJECT TO YOUR ACCEPTANCE OF THIS AGREEMENT. BY CLICKING THE “I ACCEPT” BUTTON THAT WILL APPEAR WHEN YOU INSTALL THE LICENSED SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THIS AGREEMENT SHALL BECOME EFFECTIVE. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHALL NOT INSTALL THE LICENSED 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, “CUSTOMER” IN THE AGREEMENT WILL REFER TO THAT COMPANY OR LEGAL ENTITY.

**SOFTWARE LICENSE AGREEMENT
(for Node Locked License)**

THIS SOFTWARE LICENSE AGREEMENT (this “**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 (“**RENESAS**”) and you (“**CUSTOMER**”) with respect to the Licensed Software (as defined in Section 1.1 below).

WITNESSETH:

WHEREAS, CUSTOMER desires to obtain a license for the Licensed Software; and

WHEREAS, RENESAS desires to license to CUSTOMER the Licensed Software in accordance with the terms and conditions set forth herein.

In consideration of the mutual covenants and understandings contained herein, the parties hereto hereby agree as follows:

1. DEFINITIONS

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

- 1.1 "**Licensed Software**" means the software programs as specified in paragraph (1) of EXHIBIT A. The Licensed Software shall be comprised of items set out in paragraph (1) of EXHIBIT B.
- 1.2 "**Output File**" means, collectively, the output files (in C-source-code format) generated by the Tool Program. The Output File shall be classified into (a) “Evaluation C-Source” and (b) “Verification C-Source” as more fully specified in EXHIBIT C.
- 1.3 "**Licensed Program**" means, collectively, the components of the Licensed Software excluding the Licensed Documentation and includes all forms of programs that are created in accordance with CUSTOMER’s licenses granted under Section 2 and all copies thereof. The Licensed Program shall include any updated versions of the Licensed Program if those are provided pursuant to this Agreement.
- 1.4 "**Licensed Documentation**" means any and all documents provided by RENESAS to CUSTOMER as one of the components of the Licensed Software. The Licensed Documentation includes (i) all copies created by CUSTOMER pursuant to its rights granted under Section 4, and (ii) any updated versions of the Licensed Documentation if those are provided pursuant to this Agreement.

- 1.5 “**Target Device**” means RENESAS’s semiconductor product specified in paragraph 2 of EXHIBIT A.
- 1.6 “**Evaluation Environment**” means (i) an evaluation system (such as evaluation boards) to which the Targeted Device is applied or (ii) a CUSTOMER’s computer system to which the Target Device is applied.
- 1.7 “**CUSTOMER Product**” means the CUSTOMER’s product manufactured by CUSTOMER or a third party appointed by CUSTOMER that incorporates a CUSTOMER’s software and the Target Device.
- 1.8 “**CUSTOMER’s Customer**” means a user of the Customer Product to who CUSTOMER delivers the CUSTOMER Product.
- 1.9 “**CUSTOMER Subcontractor**” means CUSTOMER’s third party contractor approved by RENESAS pursuant to Section 2.3.
- 1.10 “**Open Source Software**” means each of (a) 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 (b) 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; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.
- 1.11 “**MathWorks Software**” means the software that is necessary to run the Licensed Software and for which CUSTOMER has obtained a license from MathWorks Inc..
- 1.12 “**CS+**” means the RENESAS’ integrated development environment referred to as “CS+” .
- 1.13 “**e² studio**” means the RENESAS’ integrated development environment referred to as “e² studio”.
- 1.14 “**License Key**” means a character pattern necessary to use the Licensed Software that is issued by RENESAS and comprised of roman letters and numbers.
- 1.15 “**License Manager**” means the RENESAS’ program that is necessary for CUSTOMER to register the License Key.
- 1.16 “**License Acquisition Code**” means a unique identification number that is necessary for CUSTOMER to acquire the License Key. The License Acquisition Code will be provided by RENESAS by e-mail or post mail.
- 1.17 “**RENESAS Webpage System**” means the system with respect to the use of the Licensed Software on the RENESAS’s web page specified by RENESAS.
- 1.18 “**Supplementary Provisions**” means the supplementary provisions to this Agreement.

- 1.19 “**Additional Terms**” has a meaning given to it in Section 3.3.
- 1.20 “**Specified Technology**” has a meaning given to it in Section 3.3.
- 1.21 “**Tool Program**” means the tool program that comprises the Licensed Software as specified in paragraph (1) of Exhibit B.

2. LICENSE

- 2.1 Subject to the terms and conditions set out in this Agreement and during the term of this Agreement and within the scope of RENESAS' authority, RENESAS grants CUSTOMER a worldwide, non-exclusive, non-transferable and non-sublicensable license with respect to the Licensed Software as specified in paragraph (2) of EXHIBIT B.
- 2.2 CUSTOMER may exercise the license granted under Section 2.1 above only for the purpose of using or applying the Licensed Program, Licensed Documentation and Output File in the CUSTOMER Product.
- 2.3 Subject to RENESAS's prior written consent, CUSTOMER may subcontract any part of work permitted under the Section 2.2 above to the CUSTOMER Subcontractor(s) and may allow the CUSTOMER Subcontractor(s) to use the Licensed Program, the Licensed Documentation and the Output File solely for the purpose of developing the CUSTOMER Product for CUSTOMER.
- 2.4 Except as expressly granted in this Section 2, no rights or licenses shall be granted to CUSTOMER under this Agreement. CUSTOMER and RENESAS may discuss and enter into a separate agreement in case CUSTOMER requests any rights or licenses that are not provided for in this Section 2.
- 2.5 CUSTOMER shall obtain the License Key necessary to use the Licensed Software by:
- (a) registering the License Acquisition Code to the RENESAS Webpage System (both in case of license with charge and without charge); or
 - (b) in case of license without charge, requesting RENESAS to issue the License Key;
or
 - (c) in case of license with charge, completing payment for the license for the Licensed Software with charge (in this case, RENESAS will issue the License Key upon its confirmation of the payment.).

3. RESTRICTION

- 3.1 CUSTOMER shall not reverse engineer, decompile, disassemble, or take any other action to discover or identify the methods or concepts of the Licensed Software in the object form.
- 3.2 CUSTOMER shall label or bear the same copyright, trademark or other intellectual property rights notice, legends, symbol or labels appearing or contained on or in the Licensed Program, Licensed Documentation or Output File onto any copies or reproduction of the Licensed Program, Licensed Documentation and Output File that CUSTOMER produced in accordance with its right granted in this Agreement. CUSTOMER shall not remove or alter any such indications, notices, labels made on the Licensed Program, Licensed Documentation or Output Files or copies thereof.
- 3.3 CUSTOMER shall, in addition to the terms of this Agreement, comply with applicable additional terms specified in the Supplementary Provisions (the “**Additional Terms**”). In case of any conflict between the Additional Terms and other provisions of this Agreement, the Additional Terms shall prevail. CUSTOMER shall obtain necessary licenses as set out in the Additional Terms and maintain the licenses during the term of this Agreement. In this Agreement, the technology that RENESAS or the owner of the technology requires the Licensee to obtain license to use shall be referred to as the “**Specified Technology**”. The Additional Terms applicable to the Licensed Software are set forth in paragraph (1) of EXHIBIT A.
- 3.4 CUSTOMER acknowledges and agrees that the CUSTOMER's obligations set out in this Agreement shall continue to be binding on CUSTOMER in case where CUSTOMER uses the Open Source Software, and shall take necessary measures to prevent the Licensed Program, the Licensed Documentation and the Output File from becoming subject to distribution, disclosure or sublicensing to third parties.
- 3.5 CUSTOMER shall not provide or make available the sample programs, the sample models or the Verification C-Source to the CUSTOMER's Customer(s) in a form other than the form loaded in the CUSTOMER Product. CUSTOMER shall cause the CUSTOMER's Customer(s) not to disassemble, decompile, modify, analyze or duplicate the sample programs, sample models or the Verification C-Source that are loaded in the CUSTOMER Product(s).
- 3.6 If CUSTOMER is permitted to subcontract its work to the CUSTOMER Subcontractor(s) pursuant to Section 2.3, CUSTOMER shall impose the same obligations as set out as CUSTOMER's obligations in this Agreement to the CUSTOMER Subcontractor. CUSTOMER shall cause the CUSTOMER Subcontractor to comply with all of the terms and conditions of this Agreement (excluding the payment obligation for the license fee) and shall be fully liable for any acts or omission of the CUSTOMER Subcontractor.

- 3.7 CUSTOMER acknowledges and agrees that, in order to access or use the Licensed Software, the License Key shall be registered to the License Manager.
- 3.8 Unless expressly permitted in this Agreement, CUSTOMER shall not use, copy, modify, distribute, sub-license or otherwise dispose the Licensed Program, the Licensed Documentation and the Output File.

4. OWNERSHIP

- 4.1 Nothing contained in this Agreement shall transfer or be deemed to transfer to CUSTOMER any title, interest, copyrights or intellectual property rights in and to the Licensed Program, the Licensed Documentation or the Output File, which shall remain an exclusive property of RENESAS and/or its licensor(s).
- 4.2 Except as expressly set out in this Agreement, copyrights and other intellectual property rights in the modified parts of the sample programs or the sample models created by CUSTOMER pursuant to its right granted under Section 2 will be owned by CUSTOMER. Copyrights and other intellectual property rights in or to the sample programs and sample models provided by RENESAS shall remain to be owned by RENESAS or its licensors.

5. SPECIFIED TECHNOLOGY

- 5.1 Notwithstanding any of the provisions of Section 2 and this Agreement, RENESAS does not grant any rights to CUSTOMER pursuant to this Agreement with respect to the Specified Technology. RENESAS makes no 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 of the rights of third parties with respect to the Specified Technology.
- 5.2 CUSTOMER shall indemnify RENESAS from and against any and all losses, liabilities, damages and expenses arising out of or in connection with CUSTOMER's failure to obtain or maintain the license specified in Section 3.3 or CUSTOMER's breach or alleged breach of applicable license terms (including any claim of damages, law suit or other legal proceedings brought against RENESAS by a third party who has the authority or the right in, to or with respect to the Specified Technology.), and CUSTOMER shall settle the aforementioned disputes at its own responsibility and expense.

6. ASSUMPTION OF RISK

Any loss or damage to the Licensed Software after CUSTOMER's receipt of the Licensed Software (excluding those attributable to RENESAS) shall be borne by CUSTOMER.

7. PROVISIONS FOR THE USE WITHOUT CHARGE

This Section 7 shall apply only in the case where the Licensed Software is licensed without charge.

7.1 Scope of warranty/responsibility

The Licensed Software is provided to CUSTOMER "as is", and it is deemed that CUSTOMER has accepted the Licensed Software and completed inspection of the Licensed Software upon CUSTOMER's receipt of the Licensed Software. RENESAS hereby disclaim any and all warranties, representations or guarantees, either express or implied, with respect to the Licensed Software or any part thereof, including but not limited to warranties of merchantability, efficiency, accuracy or completeness, fitness for a particular purpose, functionality and other quality, and the warranty regarding the results of its use. In addition, RENESAS makes no representation or warranty that the Licensed Software or use thereof will not infringe any third party's intellectual property rights or the Specific Technology, and shall have no liabilities in CUSTOMER's use of the Licensed Program or the Licensed Documentation.

7.2 Support

RENESAS provides no supports services to CUSTOMER pursuant to this Agreement.

7.3 Term of this Agreement

This Agreement comes into effect:

(a) at the time CUSTOMER acquires the License Key from the RENESAS Webpage System in case CUSTOMER acquires the License Key through the RENESAS Webpage System, or

(b) at the time RENESAS issues the License Key to CUSTOMER in case CUSTOMER acquires the License Key without using the RENESAS Webpage System,

and, in each case, continues to be in force and effect for a period of two months.

8. PROVISIONS FOR THE USE WITH CHARGE

This Section 8 shall apply only in the case where the Licensed Software is licensed with charge.

8.1 (Inspection)

- (a) CUSTOMER shall conduct an inspection of the Licensed Software and notify RENESAS whether it accepts or rejects the Licensed Software within 15 days from the day on which CUSTOMER obtained the Licensed Software (hereinafter referred to as the "**Inspection Period**").
- (b) The inspection of the Licensed Software shall be deemed to be completed upon RENESAS's receipt of the notice from CUSTOMER made in accordance with the preceding paragraph (a). If CUSTOMER fails to give a notice to RENESAS within the Inspection Period, the Licensed Software shall be deemed to be accepted by CUSTOMER and the inspection of the Licensed Software shall be deemed to be completed.
- (c) If CUSTOMER finds, as a result of the inspection conducted in accordance with paragraph (a) above, a "defect" in the Licensed Software and notifies RENESAS of the result, RENESAS shall promptly investigate the cause of the defect. If RENESAS determines that the cause of the defect is attributable to RENESAS, it shall repair the defect and deliver the repaired Licensed Software to CUSTOMER for re-inspection by CUSTOMER. A repaired Licensed Software shall be inspected by CUSTOMER in accordance with paragraphs (a) and (b) above. In this Agreement, the "**defect**" means discrepancies between the specifications explicitly set forth in the Licensed Documentation and the Licensed Software (excluding the sample programs and the sample models).
- (d) Paragraphs (a) through (c) above shall not apply to the sample programs or the sample models. The sample programs and the sample models shall be deemed to have been inspected and completed its inspection at the time CUSTOMER obtained the Licensed Software.

8.2 Warranty

- (a) If CUSTOMER finds a defect in the Licensed Software (excluding the sample programs and the sample models, the same shall apply hereinafter in this paragraph (a)) that cannot be found by the normal inspection method and notifies RENESAS the same in writing within 3 months (the "**Defect Warranty Period**") from the completion of the inspection of the Licensed Software in accordance with paragraph (b) of Section 8.1, RENESAS shall either repair the Licensed Software or provide a substitute product at RENESAS' discretion. The Defect Warranty Period shall not be extended in case RENESAS provides a Licensed Software that has been repaired pursuant to this paragraph or a substitute product, or if RENESAS provides an updated version of the Licensed Software at its discretion.

- (b) Except as expressly set out in this Agreement, whether express or implied, RENESAS hereby disclaims any and all warranties, representation or guarantee, either express or implied, with respect to the Licensed Program, the Licensed Documentation and supports services provided pursuant to Section 8.3 or any part thereof, including but not limited to warranties of merchantability, efficiency, accuracy or completeness, fitness for a particular purpose, functionality, or other quality, and the warranty regarding the results of its use. In addition, RENESAS expressly disclaims any warranty or representation that the Licensed Program, the Licensed Documentation or supports services provided pursuant to Section 8.3 will not infringe any third party's intellectual property rights or the Specified Technology, and RENESAS shall have no liabilities in CUSTOMER's use thereof.
- (c) Notwithstanding the preceding paragraph or any other terms of this Agreement, RENESAS shall have no liabilities to CUSTOMERS or the CUSTOMER's Customers in the sample programs, the sample models, the Output File or use thereof.

8.3 Support

- (a) RENESAS shall provide the following support service to CUSTOMER free of charge:
 - (i) Support: to answer inquiries with respect to the Licensed Documentation (excluding any part relating to the sample programs or the sample models):
 - (ii) Support counterparty: CUSTOMER only. RENESAS shall provide no support to the CUSTOMER's Customer(s) or the CUSTOMER Subcontractor(s).
 - (iii) Support hours: from 9:00 a.m. to 5:00 p.m. on days excluding Saturdays, Sundays, national holidays in Japan, and holidays designated by RENESAS. If RENESAS agrees to provide support outside of those hours upon CUSTOMER's request, the parties will discuss and agree the method and conditions for such support separately.
 - (iv) Method of support: Via e-mail.
 - (v) Support period: During the term of this Agreement, provided that the total hours for the support service in a year shall not exceed 40 hours.
- (b) RENESAS' shall provide the support services with the care of a good manager and shall never be liable to anything beyond that scope.
- (c) RENESAS makes no guarantee that that CUSTOMER shall achieve certain purpose as a result of the support services by RENESAS.

8.4 Term of Agreement

This Agreement comes into effect:

- (a) at the time CUSTOMER acquires the License Key from the RENESAS Webpage System in case CUSTOMER acquires the License Key through the RENESAS Webpage System, or
- (b) at the time RENESAS issues the License Key to CUSTOMER in case CUSTOMER acquires the License Key without using the RENESAS Webpage System,

and, in each case, continues to be in force and effect for a period of twelve (12) months.

9. DISPUTE RESOLUTION

9.1 In connection with the exercise of the rights granted to CUSTOMER under Section 2, if CUSTOMER receives a claim from a third party for any reasons including infringement of copyright or other intellectual property rights, RENESAS shall not be held responsible for claims.

9.2 CUSTOMER shall promptly notify RENESAS in writing any request, claim, law suit or other legal proceedings based on allegation that the Licensed Software or the Output File infringes any patent, copyright or other intellectual property right of any third party or that dispute validity of the Licensed Software or the Output File as soon as it becomes aware of such event.

10. LIMITATION OF LIABILITY

10.1 In no event shall RENESAS be liable for any lost profits, lost data or any form of incidental, consequential, special or indirect damages (regardless of whether the parties foresee), whether based on breach of contract, tort (including negligence), product liability or otherwise.

10.2 RENESAS's liability arising out of or in connection with this Agreement shall not exceed the fees actually paid by CUSTOMER to use the Licensed Software for one year period.

10.3 Notwithstanding any provision in this Agreement, in no event shall RENESAS be liable for anything for sample programs, sample models and the Specified Technologies.

10.4 Unless expressly set out in this Agreement, in no event shall RENESAS be liable to CUSTOMER with respect to the Licensed Program, the Licensed Documentation or the Output File and the use thereof.

11. CONFIDENTIALITY

11.1 “Confidential Information” means any information or material which is disclosed or furnished by RENESAS and is marked as confidential or proprietary. If information is provided in oral, visual or other intangible format, RENESAS will identify that the information provided is confidential information and further deliver a written statement within 30 calendar days from the day on which RENESAS disclosed the information identifying the place, date and time of disclosure and contents of the confidential information.

CUSTOMER shall (i) maintain the Confidential Information in confidence using the same degree of care it uses to protect the confidentiality of its own information and materials of a similar nature and importance (but in no event less than duty of care of good manager) and (ii) use the Confidential Information only as required to exercise CUSTOMER’s rights or to perform CUSTOMER’s obligations under this Agreement. CUSTOMER shall not disclose the Confidential Information to a third party without RENESAS’s prior written consent.

The following information shall not be treated as the Confidential Information.

- (a) Information that RENESAS agreed in writing that such information will not be treated as Confidential Information.
- (b) Information that is rightfully known by CUSTOMER before disclosure of the information by RENESAS under this Agreement.
- (c) Information that is rightfully obtained by CUSTOMER without a duty of confidentiality from a source other than RENESAS that does not owe any duty of confidentiality to RENESAS or any third party with respect to such Confidential Information.
- (d) Information that was already publicly known at the time CUSTOMER received the information from RENESAS.
- (e) Information that becomes publicly known through no wrongful act or omission of CUSTOMER.
- (f) Information that is independently developed by CUSTOMER without reference to or use of the Confidential Information.

- 11.2 The Licensed Program, the Licensed Documentation and the Output File shall be treated as the Confidential Information regardless of indication of confidentiality.
- 11.3 CUSTOMER's confidentiality obligations under this Agreement shall survive (a) indefinitely with respect to the Licensed Program, the Licensed Documentation and the Output File, and (b) for a period of five (5) years after termination or expiration of this Agreement with respect to all other Confidential Information.
- 11.4 Notwithstanding the provisions of Section 11.1, if CUSTOMER is legally compelled to disclose any of the Confidential Information, CUSTOMER shall provide RENESAS with a prompt written notice of any such request or requirement. If CUSTOMER has no reasonable grounds to reject such request or requirement and is legally required to disclose any of the Confidential Information, CUSTOMER may disclose only that portion of the Confidential Information which is legally required to be disclosed.
- 11.5 Notwithstanding the provisions of Section 11.1, CUSTOMER may disclose Confidential Information to the CUSTOMER Subcontractors to the extent necessary to perform work assigned by CUSTOMER pursuant to Section 2.3, provided that CUSTOMER shall (i) ensure that the CUSTOMER Subcontractors are bound by confidentiality obligations no less restrictive than those set forth in this Agreement and comply with the such obligations, and (ii) be responsible to RENESAS for any act or omission of such CUSTOMER Subcontractors.

12. COMPLIANCE WITH EXPORT CONTROL

- 12.1 CUSTOMER shall not export, sell, transfer, rent, or license the Confidential Information, the Target Device, the Licensed Software, the Output Files, any and all related technology, and any other information and copies thereof disclosed or provided by RENESAS under or pursuant to this Agreement to any person who has the purpose of developing, designing, manufacturing, storing, or using weapons of mass destruction such as nuclear, chemical, biological, or missile weapons, or for military purposes or for any other purpose that interferes with the maintenance of international peace and security.
- 12.2 CUSTOMER shall comply with and follow the procedures required by the "Foreign Exchange and Foreign Trade Law" and related regulations and applicable export control laws and regulations if it exports, sells, transfers, leases or licenses the Confidential Information, the Target Device, the Program Product, the Licensed Documentation, the Output File, related technology, and any other information and copies thereof disclosed or provided by RENESAS under this Agreement.

13. ELIMINATION OF ANTI-SOCIAL FORCES

13.1 RENESAS may terminate all or part of this Agreement without any notice to CUSTOMER if CUSTOMER falls under any of the followings:

- (a) CUSTOMER is an organized crime group, a member of an organized crime group, an entity having a relationship with an organized crime group, a corporate racketeer or any other anti-social force (hereinafter collectively referred to as "**Anti-Social Forces**").
- (b) CUSTOMER's representative, responsible person or person who has substantial management rights is an Anti-Social Forces.
- (c) CUSTOMER or its representative, responsible person or person who has substantial management rights has provided funds to Anti-Social Forces or has a close relationship with Anti-Social Forces.
- (d) CUSTOMER or CUSTOMER's representative, responsible person or person who has substantial management rights (i) is publicly recognized as having committed a threatening criminal act by the media or otherwise, or (ii) has a connection or relationship with a person who is publicly recognized as having committed such an act or who is generally recognized to as such by the media or otherwise.
- (e) CUSTOMER enters into an agreement for the purpose of this Agreement with an entity that falls under any of the preceding paragraphs.
- (f) CUSTOMER informs RENESAS, by itself or by using a third party, that it is an Anti-Social Forces or that its related person is an Anti-Social Forces.
- (g) CUSTOMER uses fraudulent means, violent acts or threatening language against RENESAS by itself or by using a third party.
- (h) CUSTOMER damages the reputation or credibility of RENESAS by itself or by using a third party or takes any action that may cause such damage.
- (i) CUSTOMER interferes with the business of RENESAS by itself or by using a third party or takes any action that are likely to do so.

13.2 RENESAS shall not be liable for any losses or damages suffered by CUSTOMER as a result of termination pursuant to Section 13.1 above.

14. TERM AND TERMINATION

14.1 RENESAS may immediately terminate this Agreement in whole or in part without giving a notice to CUSTOMER if any of the following events occurs to CUSTOMER:

- (a) CUSTOMER fails to pay on the due date any amount payable (including dishonored bills or checks).
- (b) CUSTOMER is under adjudicated a bankrupt, becomes insolvent, makes a general assignment for the benefit of creditors, or enters into dissolution or liquidation proceedings.
- (c) CUSTOMER received a disposition to suspend transactions at a clearinghouse.
- (d) CUSTOMER received a disposition for non-payment of taxes or public dues.
- (e) CUSTOMER's licensing authority revoked or suspended CUSTOMER's business license.
- (f) CUSTOMER fails to comply with any provisions of this Agreement and fails to remedy the failure within fifteen (15) days from the day on which it received a written notice of such non-compliance.
- (g) There is a change in contractual status in CUSTOMER including, but not limited to, due to merger or company split without prior written consent of RENESAS.

15. Term of the Agreement in case of switching

15.1 In case CUSTOMER decides to upgrade the use of the Licensed Software to the license with charges during the term of its use of the Licensed Software without charge, the term for the use of the Licensed Software with charges shall immediately commence and terms for the license without charge clauses shall cease to apply at the time that the license of the Licensed Software with charges becomes force in effect. In case CUSTOMER decides to use the Licensed Software without charge during the term that the license agreement with respect to the Licensed Software with charge is in effect, then (i) the terms for the use with charge will be applied until the term for the relevant license agreement with charge expires in accordance with the applicable license agreement, and (ii) the term of the license agreement with charge shall commence for two (2) months from the issuance of the License Key for the Licensed Software without charge.

15.2 CUSTOMER acknowledges and agrees that, if CUSTOMER wishes to continue using the Licensed Program after the expiration of this Agreement, it shall acquire the License Key separately for its intended use.

16. EFFECTS OF TERMINATION

16.1 If this Agreement is terminated or expired, CUSTOMER (including the CUSTOMER Subcontractor(s)) shall (i) immediately cease to use the Licensed Program, the Licensed Documentation and the Output File and take following actions within fifteen (15) days from the termination or expiration date of this Agreement.

(a) CUSTOMER shall completely destroy or shred the Licensed Program, the Licensed Documentation, the Output File, any related technical information, the Confidential Information and their copies, and shall not use or provide them to a third party thereafter.

(b) CUSTOMER shall submit a written confirmation certifying that it has completed the obligations set out in paragraph (a) above.

16.2 The provisions in Section 3 (RESTRICTION), Section 4 (OWNERSHIP), Section 5 (SPECIFIED TECHNOLOGY), Section 6 (ASSUMPTION OF RISK), Section 7.1 (Scope of warranty/responsibility), Section 8.2 (Scope of warranty), Section 8.3 (Support) (b) and (c), Section 9 (DISPUTE RESOLUTION), Section 10 (LIMITATION OF LIABILITY), Section 11 (CONFIDENTIALITY), Section 12 (COMPLIANCE WITH EXPORT CONTROL), Section 13.2 (ELIMINATION OF ANTI-SOCIAL FORCES), this Section 16 (EFFECTS OF TERMINATION), Section 18 (ASSIGNMENT) and Section 19 (APPLICABLE LAW) shall survive expiration or termination of this Agreement.

17. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure in performance of its obligations under this Agreement in the event that such delay or failures arises from any causes beyond the reasonable control of the party affected, including but not limited to fire, flood, earthquakes, storm, explosion, drought or other acts of God, and the parties shall discuss measures to be taken.

18. ASSIGNMENT

CUSTOMER shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement to any third party without RENESAS's prior written consent.

19. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan.

20. GOOD FAITH DISCUSSIONS

CUSTOMER and RENESAS shall discuss in good faith and resolve any matters not stipulated in this Agreement or any issues relating to the interpretation of provisions of this Agreement

Supplementary Provisions

Additional Terms 1

Additional Terms for the MathWorks, Inc.

To use the Licensed Software, CUSTOMER shall have licenses to use the following software of MathWorks, Inc.

- MATLAB, MATLAB Coder, Simulink, Simulink Coder, Embedded Coder

Additional Terms 2

Additional Terms for the CS+

To use the Licensed Software, CUSTOMER shall have licenses to use the following software of RENESAS. (regardless of with fee or not.)

- Integrated Development Environment CS+

Additional Terms 3

Additional Terms for the “e² studio”

To use the Licensed Software, CUSTOMER shall have licenses to use the following software of RENESAS. (regardless of with free or not.)

- Integrated Development Environment e² studio

EXHIBIT A :

(1) Licensed Software

Name of the Licensed Software	Number of licenses	Type Name	Specifying Additional Terms
one of the following			Additional Terms -1, Additional Terms -2, Additional Terms -3
[Embedded Target for RX]	1	RTC RX0000ET00W NJ	
	5	RTC RX0000ET00W NJL5	
	10	RTC RX0000ET00W NJLA	
[Embedded Target for RL78]	1	RTC RL7800ET00W NJ	
	5	RTC RL7800ET00W NJL5	
	10	RTC RL7800ET00W NJLA	
[Embedded Target for RA]	1	RTC RA0000ET00W NJ	
	5	RTC RA0000ET00W NJL5	
	10	RTC RA0000ET00W NJLA	

(2) Target Device : Microcontrollers of RX Family / RL78 Family / RA Family

EXHIBIT B :**(1) Components of the Licensed Software**

<u>Components</u>	<u>File format</u>	<u>File name or folder of stored</u>
<u>(a) Tool Program</u>	<u>Binary format</u>	All files under the 'et' folder
	<u>Source code format</u>	All files under the 'et\include' folder
<u>(b) Licensed Documentation</u>	<u>PDF format</u>	<u>All files under the 'doc' folder</u>
<u>(c) Sample Program</u>	<u>Source code format</u>	et\renesas_rtiostream_define.tlc
<u>(d) Sample Model (Simulink Model)</u>	<u>Source code format</u>	All files under the 'smp' folder

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- (b) the right to copy the Tool Program, and run and use it on a personal computer to which the MathWorks, Inc. software is installed.
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 - (ii) sample models (including the modified sample models modified pursuant to the right granted under paragraph (2) (a) above);
 - (iii) the Evaluation C-Source and the Verification C-Source for actual machine generated by the execution of the Tool Program;

in each case, for the purpose of evaluating CUSTOMER's software installed in the CUSTOMER Product.

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EXHIBIT C :

Output File

(1) Evaluation C-Source

- ecpils_main.c
- ecpils_rtiostream.c
- Header files related to ‘ecpils_main.c’ and ‘ecpils_rtiostream.c’

(2) Verification C-Source

- Is_PEID_wrapper.c
- Is_PEID.c
- Header files related to ‘Is_PEID_wrapper.c’ and ‘Is_PEID.c’