Caution- You should carefully read the following Software License Agreement.

Only if you agree upon this Agreement, you can exercise the rights and licenses relating to the Licensed Software provided in this Agreement as LICENSEE (defined below).

This Agreement is a legally valid agreement relating to the Licensed Software between LICENSOR and LICENSEE. You are deemed to agree on this Agreement and this Agreement goes into effect as of the time when you click on the agreement button displayed on the screen at the time of installation of the Licensed Software. If you have acquired a Paid License, you are deemed to have agreed on the terms of this Agreement, including the terms those relating to the Paid License, and this Agreement goes into effect when you use the License Key or License Code in the License Notice.

If you do not agree with the terms and conditions set forth in this Agreement, you should neither click on the agreement button nor use the License Key or License Code.

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT, 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") with the following terms and conditions for the Licensed Software (as defined below).

SECTION 1. (DEFINITIONS)

(1) "Licensed Software" means a LICENSOR's compiler software to convert a C/C++ source program into object code for LICENSOR's microcontroller.

(2) "License Notice" means a notice sent to LICENSEE upon the purchase of a Paid License, which includes License Code certificate for an Annual License and License Key certificate for a Permanent License.

(3) "License Key" means a code that contains recognition and expiration information of the Licensed Software, which is a character pattern composed of words and numbers and required whenever the Licensed Software is to be used.

(4) "License Code" means a code that is provided by LICENSOR when an Annual License

is purchased for a fee, which is a character pattern composed of words and numbers and is required for LICENSEE to acquire the License Key.

(5) "Annual License" means a license that is acquired for a fee with a one-year term, and will be deemed as a license with no fee after the expiration of such term.

(6) "Permanent License" means a license that is acquired for a fee and has an indefinite term.

(7) "Paid License" means the Annual License and Permanent License, collectively.

SECTION 2. (LICENSE)

2.1 Subject to LICENSEE's compliance with the terms and conditions set forth herein, during the Term of this Agreement and only to the extent which LICENSOR has the right to do so, LICENSOR grants to LICENSEE a limited, non-exclusive, non-transferable and non-sublicensable rights relating to the Licensed Software as set forth below, provided that LICENSEE may exercise the right only for the sole purpose of developing the program to be used with the product provided by LICENSOR:

(1) to install the Licensed Software in the computer system(s) ("Specified System") to the type designated separately by LICENSOR (limited to the one operated by the operating system designated by LICENSOR as for the Specified System ("Designated OS")) ("Designated Type") and run the Licensed Software on such Specified Systems;

(2) to reproduce the Licensed Software only to the extent necessary to exercise the right under Section 2.1.(1) for back-up purpose;

(3) if LICENSEE has acquired a Paid License, to reproduce and distribute the code which is a part of the Licensed Software, including but not limited to, libraries ("LICENSOR's Code") as part of the LICENSEE's product or applications, which contains or works with LICENSOR's products other than the Licensed Software, so long as LICENSOR's Code is included in LICENSEE's program in object code form which is made by the compiler function of the Licensed Software subject to this Agreement ("LICENSEE's Codes"); and

(4) if LICENSEE has acquired a Paid License, to exercise the rights under Section 2.1.(1) to (3) for commercial purposes. If LICENSEE uses the Licensed Software for free, unless otherwise explicitly permitted in LICENSOR's

applicable website, LICENSEE may not exercise its right under this Agreement for commercial purpose, and only may exercise the rights granted under Section 2.1.(1) and (2) solely for the purpose of developing prototypes.

2.2 LICENSEE may have its Subsidiary (defined below) and Subcontractor (defined below) exercise the rights and licenses set forth in Section 2.1 to the extent reasonably necessary for the business of LICENSEE, provided that LICENSEE shall ensure that the Subsidiary and Subcontractor will comply with the same obligations as provided herein and shall be responsible for compliance thereto by them. For the purpose of this Agreement, a Subsidiary means a corporation, company or other entity more than fifty percent (50%) of whose outstanding shares (representing the right for the election of directors or other managing authority of such corporation, company or other entity) are, now or hereafter, owned or controlled, directly or indirectly, by LICENSEE, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists, and a Subcontractor means a third party contractor to which LICENSEE subcontracts or otherwise delegates any portion of the development works of its products or applications ("Work") with prior written consent of LICENSOR.

2.3 LICENSEE shall reproduce and include notices of copyrights, patents or other proprietary notice or marking of LICENSOR or third party attached to or included in the Licensed Software in case LICENSEE copies the Licensed Software.

SECTION 3. (MODIFICATION)

3.1 LICENSEE shall notify LICENSOR in writing and obtain a prior written consent of LICENSOR for LICENSEE to customize, change, correct, or combine the Licensed Software with other software (except for a combination with LICENSEE's Code made by the compiler function etc.) ("Modification").

3.2 Any program resulting from Modification ("Modified Program") and all ideas, concepts, know-how and technologies concerning the Modified Program shall be owned by both parties jointly, provided that the program made by LICENSOR based on the LICENSEE's request and all ideas, concepts, know-how and technologies thereto shall be owned solely by LICENSOR.

3.3 LICENSEE may exercise the same rights as those set forth for the Licensed

Software on the Modified Program owned by LICENSEE pursuant to Section 3.2 above.

3.4 LICENSEE agrees that it shall not claim compensation against LICENSOR for LICENSOR's exercising the right regarding the Modified Program owned by LICENSOR.

3.5 LICENSEE shall use the Modified Program subject to the terms and conditions under this Agreement.

SECTION 4.(OWNERSHIP)

4.1 Nothing contained herein shall transfer or be deemed to transfer to LICENSEE or any of its Subsidiary and Subcontractor any title, interest or intellectual property rights in the Licensed Software, which shall remain an exclusive property of LICENSOR and/or licensor(s) of LICENSOR.

4.2 LICENSOR shall reserve all and full rights, including but not limited to, to use the Licensed Software by itself, grant to third party a right to use the Licensed Software, even after the execution of this Agreement.

SECTION 5. (SUPPORT SERVICE)

5.1 In case that LICENSOR makes any bug-fix version of the Licensed Software during the twelve (12) month period from the day on which LICENSEE has agreed to this Agreement, LICENSOR shall provide LICENSEE such bug-fix version with free of charge ("Support Service"). Such bug-fix version shall be considered as Licensed Software.

5.2 LICENSOR does not warrant all the bugs of the Licensed Software will be fixed or corrected by the Support Service.

5.3 LICENSOR shall not provide LICENSEE with the Support Service in case;
 (1) LICENSEE uses the Modified Program,
 (2) LICENSEE uses the Licensed Software on the Specified System whose function is changed,
 (3) LICENSEE is granted by LICENSOR for use of the Licensed Software without any charge to LICENSEE, or
 (4) LICENSEE uses the Licensed Software in breach of this Agreement.

5.4 In cases where LICENSEE is provided the bug-fix version of the Licensed Software

under the Support Service, LICENSEE shall delete all previous versions of the Licensed Software in its possession and use the bug-fix version subject to the terms and conditions of this Agreement.

5.5   LICENSEE acknowledges and agrees that Support Service will be provided to LICENSEE only and shall not be provided to any third party, including, without limitation, its Subsidiaries and Subcontractors.

SECTION 6. (RESTRICTIONS)

6.1   LICENSEE shall not use the Licensed Software:

(1) on two or more Specified Systems at the same time for a single license;

(2) by two or more users at the same time for a single license;

(3) on a Specified System operated by an operating system other than the Designated OS;

(4) on a computer system or computer systems other than the Specified System; or

(5) to register a single License Key on two or more Specified Systems at the same time.

6.2   LICENSEE shall not modify, disassemble, decompile or reverse engineer or create derivative works from the Licensed Software or otherwise attempt to derive the Licensed Software's source code, or let any third party do so.

6.3   LICENSEE shall not remove or modify the notices of copyrights, patents or other proprietary notice or marking of LICENSOR or third party attached to the Licensed Software.

6.4   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 disclosed, distributed or made available under any open source license terms.

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SECTION 7. (<u>CONFIDENTIALITY</u>)

7.1   LICENSEE shall, during the period of this Agreement and thereafter, maintain in strict confidence any technical, commercial or other information disclosed by LICENSOR (collectively, "Confidential Information") and shall not disclose any of the same except to (i) employees of LICENSEE and the Subsidiaries who have a legitimate need to access that software or information for the purpose of this Agreement, and who are bound by an express confidentiality and restricted use obligations, and (ii) Subcontractors who have a legitimate need to access particular software or information for the purpose of the Work, and who have executed a written non-disclosure agreement that contains confidentiality and restricted use obligations at least as protective as those contained herein.   LICENSEE shall be liable for any breach of any confidentiality and restricted use obligations by employees and/or the Subcontractors and the Subsidiaries.

7.2   The provisions of Section 7.1 shall not apply to that information which:

(1) was in the possession of LICENSEE at the time of receipt of such information from LICENSOR hereunder;

(2) is or has become public general knowledge (except through the fault of LICENSEE);

(3) is rightfully received by LICENSEE from a third party without a duty of confidentiality; or

(4) is independently developed by LICENSEE without referring to the relevant confidential information received from LICENSOR.

7.3   Licensed Software shall be deemed as Confidential Information of LICENSOR.

7.4 Notwithstanding Section 7.1, LICENSEE may disclose LICENSOR's Confidential Information pursuant to the order or legal requirement of a court or other governmental body, provided that LICENSEE shall provide prompt notice to LICENSOR so that LICENSOR can seek a protective order or otherwise protect its interests.

SECTION 8. (DISCLAIMER OF WARRANTY, etc.)

THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND EXCEPT AS EXPRESSLY PROVIED HEREIN, LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO

LICENSED SOFTWARE AND SUPPORT SERVICES PROVIDED BY LICENSOR TO LICENSEE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES FOR FUNCTIONALITY OR QUAILTY, WARRANTIES ON RESULT OF THE USE, OR WARRANTY THAT THE USE, COPY OR DISTRIBUTION OF LICENSED SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL LICENSOR AND/OR ITS LICENSORS 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 LICENSED SOFTWARE AND SUPPORT SERVICES PROVIDED BY LICENSOR TO LICENSEE. LICENSEE shall promptly notify LICENSOR in written of any proceedings involving any infringement or threatened infringement of all or any part of the Licensed Software.

SECTION 9. (LIMITATION OF LIABILITY)

SUPPORT SERVICE UNDER SECTION 5 SHALL CONSTITUTE LICENSOR'S SOLE AND ENTIRE RESPONSIBILITY REGARDING THE LICENSED SOFTWARE. WITHOUT LIMITING ANY OTHER PROVISIONS IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL LICENSOR BE LIABLE HEREUNDER FOR ANY LOST PROFITS, LOST DATA OR ANY FORM OF INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT/ DIRECT DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL LICENSOR'S 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 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 LICENSOR would not have entered into this Agreement.

SECTION 10. (INDEMNIFICATION)

LICENSEE shall indemnify, defend, and hold harmless LICENSOR 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.

SECTION 11. (TERMINATION)

LICENSOR may immediately terminate all or part of this Agreement without any prior notice when (a) there is a material breach of any obligation under this Agreement by LICENSEE (including but not limited to the obligations set forth in Section 2 and 6), (b) LICENSEE commits any breach of this Agreement and such breach is not cured within thirty (30) days, (c) the LICENSEE infringes LICENSOR's right to the Licensed Software, (d) LICENSEE become bankrupt, becomes insolvent, makes a general assignment for the benefit of creditors, or enters dissolution or liquidation proceedings, or (e) merger, demerger, business transfer, change of control or any similar other event occurs on LICENSEE.

SECTION 12. (Elimination of Anti-Social Forces)

LICENSOR 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 LICENSOR, or use any other behavior that is similar to these actions. For clarity, LICENSOR is not responsible for any losses or damages suffered by LICENSEE as a result of such termination.

SECTION 13. (TERM OF LICENSE CODE)

Upon receipt of the License Code, LICENSEE shall enter the License Code and obtain the License Key within 12 months from the date of receipt of the License Code.

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SECTION 14. (TERM OF LICENSE KEY)

The term of the License Key shall be as follows:

(1) For Annual License: The License Key shall become effective after LICENSEE has registered the License Code in a system on the LICENSOR's website and obtained a License Key, and thereafter shall remain valid for 12 months.

The Annual License shall expire at the end of the term of the License Key, and thereafter shall be treated as if the Licensed Software has been provided free of charge.

(2) For Permanent License: indefinite term

SECTION 15. (TERM OF THE AGREEMENT)

This Agreement will commence from the date when become effective and continue in effect for the following periods:.:

(1) For a Licensed Software provided with free of charge: indefinite term

(2) For a Permanent License: indefinite term

(3) For an Annual License: one year from the date when the License Key is obtained

SECTION 16. (EFFECTS OF TERMINATION)

16.1 Upon any termination or expiration 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 LICENSOR' request, so certify to LICENSOR.

16.2 The following Sections and any other terms by nature shall survive will survive after any termination or expiration of this Agreement: 1, 4, 6, 7, 8, 9, 10, 12, 16, 17, 18, 19, 20.

SECTION 17. (COMPLIANCE WITH EXPORT CONTROL)

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 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.

SECTION 18. (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 LICENSOR. Any purported assignment, transfer or delegation by LICENSEE will be null and void. LICENSOR 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.

SECTION 19. (GOVERNING LAW AND DISPUTE RESOLUTION)

This Agreement, and any dispute arising from the relationship between the parties under this Agreement, will be governed by the laws of Japan, excluding its conflict of laws rules. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Courts, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts for purposes of such proceedings.

SECTION 20. (ENTIRE AGREEMENT AND AMENDMENT)

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. Any additions or modifications to the Agreement must be in writing and signed by both parties..