Old Company Name in Catalogs and Other Documents

On April 1st, 2010, NEC Electronics Corporation merged with Renesas Technology Corporation, and Renesas Electronics Corporation took over all the business of both companies. Therefore, although the old company name remains in this document, it is a valid Renesas Electronics document. We appreciate your understanding.

Renesas Electronics website: http://www.renesas.com

April 1st, 2010 Renesas Electronics Corporation

Issued by: Renesas Electronics Corporation (http://www.renesas.com)

Send any inquiries to http://www.renesas.com/inquiry.



Notice

- 1. All information included in this document is current as of the date this document is issued. Such information, however, is subject to change without any prior notice. Before purchasing or using any Renesas Electronics products listed herein, please confirm the latest product information with a Renesas Electronics sales office. Also, please pay regular and careful attention to additional and different information to be disclosed by Renesas Electronics such as that disclosed through our website.
- Renesas Electronics does not assume any liability for infringement of patents, copyrights, or other intellectual property rights
 of third parties by or arising from the use of Renesas Electronics products or technical information described in this document.
 No license, express, implied or otherwise, is granted hereby under any patents, copyrights or other intellectual property rights
 of Renesas Electronics or others.
- 3. You should not alter, modify, copy, or otherwise misappropriate any Renesas Electronics product, whether in whole or in part.
- 4. Descriptions of circuits, software and other related information in this document are provided only to illustrate the operation of semiconductor products and application examples. You are fully responsible for the incorporation of these circuits, software, and information in the design of your equipment. Renesas Electronics assumes no responsibility for any losses incurred by you or third parties arising from the use of these circuits, software, or information.
- 5. When exporting the products or technology described in this document, you should comply with the applicable export control laws and regulations and follow the procedures required by such laws and regulations. You should not use Renesas Electronics products or the technology described in this document for any purpose relating to military applications or use by the military, including but not limited to the development of weapons of mass destruction. Renesas Electronics products and technology may not be used for or incorporated into any products or systems whose manufacture, use, or sale is prohibited under any applicable domestic or foreign laws or regulations.
- 6. Renesas Electronics has used reasonable care in preparing the information included in this document, but Renesas Electronics does not warrant that such information is error free. Renesas Electronics assumes no liability whatsoever for any damages incurred by you resulting from errors in or omissions from the information included herein.
- 7. Renesas Electronics products are classified according to the following three quality grades: "Standard", "High Quality", and "Specific". The recommended applications for each Renesas Electronics product depends on the product's quality grade, as indicated below. You must check the quality grade of each Renesas Electronics product before using it in a particular application. You may not use any Renesas Electronics product for any application categorized as "Specific" without the prior written consent of Renesas Electronics. Further, you may not use any Renesas Electronics product for any application for which it is not intended without the prior written consent of Renesas Electronics. Renesas Electronics shall not be in any way liable for any damages or losses incurred by you or third parties arising from the use of any Renesas Electronics product for an application categorized as "Specific" or for which the product is not intended where you have failed to obtain the prior written consent of Renesas Electronics. The quality grade of each Renesas Electronics product is "Standard" unless otherwise expressly specified in a Renesas Electronics data sheets or data books, etc.
 - "Standard": Computers; office equipment; communications equipment; test and measurement equipment; audio and visual equipment; home electronic appliances; machine tools; personal electronic equipment; and industrial robots.
 - "High Quality": Transportation equipment (automobiles, trains, ships, etc.); traffic control systems; anti-disaster systems; anti-crime systems; safety equipment; and medical equipment not specifically designed for life support.
 - "Specific": Aircraft; aerospace equipment; submersible repeaters; nuclear reactor control systems; medical equipment or systems for life support (e.g. artificial life support devices or systems), surgical implantations, or healthcare intervention (e.g. excision, etc.), and any other applications or purposes that pose a direct threat to human life.
- 8. You should use the Renesas Electronics products described in this document within the range specified by Renesas Electronics, especially with respect to the maximum rating, operating supply voltage range, movement power voltage range, heat radiation characteristics, installation and other product characteristics. Renesas Electronics shall have no liability for malfunctions or damages arising out of the use of Renesas Electronics products beyond such specified ranges.
- 9. Although Renesas Electronics endeavors to improve the quality and reliability of its products, semiconductor products have specific characteristics such as the occurrence of failure at a certain rate and malfunctions under certain use conditions. Further, Renesas Electronics products are not subject to radiation resistance design. Please be sure to implement safety measures to guard them against the possibility of physical injury, and injury or damage caused by fire in the event of the failure of a Renesas Electronics product, such as safety design for hardware and software including but not limited to redundancy, fire control and malfunction prevention, appropriate treatment for aging degradation or any other appropriate measures. Because the evaluation of microcomputer software alone is very difficult, please evaluate the safety of the final products or system manufactured by you.
- 10. Please contact a Renesas Electronics sales office for details as to environmental matters such as the environmental compatibility of each Renesas Electronics product. Please use Renesas Electronics products in compliance with all applicable laws and regulations that regulate the inclusion or use of controlled substances, including without limitation, the EU RoHS Directive. Renesas Electronics assumes no liability for damages or losses occurring as a result of your noncompliance with applicable laws and regulations.
- 11. This document may not be reproduced or duplicated, in any form, in whole or in part, without prior written consent of Renesas Electronics
- 12. Please contact a Renesas Electronics sales office if you have any questions regarding the information contained in this document or Renesas Electronics products, or if you have any other inquiries.
- (Note 1) "Renesas Electronics" as used in this document means Renesas Electronics Corporation and also includes its majority-owned subsidiaries.
- (Note 2) "Renesas Electronics product(s)" means any product developed or manufactured by or for Renesas Electronics.

Be sure to read this note.

4500 Series Emulator Debugger M3T-PD45M V.1.20 Release 01 Release note

First Edition

Renesas Solutions Corporation
Microcomputer Tool Development Department

March 16, 2006

Abstract

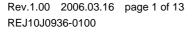
Welcome to M3T-PD45M V.1.20 Release 01 (called PD45M).

This material explains the contents of this software, installation procedure, and supplements to the user's manual and help. When using this software, please take a look at this release note as well as the user's manual.

Also, this material contains a License Agreement in the last, Please read it before using. By using the software, you are accepting and agreeing to such terms.

Contents

Contents	1
1. Components of the Product	2
2. Operating Environment	3
3.1 To install PD45M	. 3 . 3
4. Technical Support 4.1 Technical Support by E-mail 4.2 Technical Support by FAX	
5. Supplements to the User's Manual 5.1 About branch instruction optimization program AS4	5 . 5
6.1 The FILE Command	. 7 . 7
7. Version Report 7.1 PD45M V.1.20 Release 01	.8 .8 .9
8. License Agreement	10





1. Components of the Product

PD45M V.1.20 Release 01 (English version) comprises the following:

1. Product disk

The following file is installed when setup.exe of PD45M is carried out.

(1) Program

●pd45m.exe	V.1.20.01
●pdbdll.dll	V.1.20.01
●communi.dll	V.2.01.05
●asm45.exe	V.1.11.01C
●as4.exe	V.1.00.01
●opt4p1.exe	V.1.00.01
●opt4p2.exe	V.1.00.10
●crf45.exe	V.1.00.01C

•m345xxa1.c0 (The following files)

m34509a1.c0		

 \bullet m345xx.dbg (The following files)

2 4 F OO -11	9 4 F 1 O -ll	9.4550 Jl	
m34509.dbg	m34519.dbg	m34552.dbg	

•m345xxx.dat (The following files)

m34508g4.dat	m34509g4.dat	m4508g4h.dat	m4509g4h.dat
m34518m2.dat	m34518m4.dat	m34518m6.dat	m34518m8.dat
m34519m6.dat	m34519m8.dat		
m34552m4.dat	m34552m8.dat	m4552m4h.dat	m4552m8h.dat
m34553m4.dat	m34553m8.dat	m4553m4h.dat	m4553m8h.dat
m34556m4.dat	m34556m8.dat	m4556m4h.dat	m4556m8h.dat
m34571g4.dat	m34571g6.dat	m34571gd.dat	m34583md.dat
m34584md.dat			

[●]pd45m.fwi

(2) Electronic Manual (The following files)

PD45M V.1.10 User's Manual	pd45mue.pdf
ASM45 V.1.11 User's Manual	asm45ue.pdf

- (3) The device drivers for the USB interface
 - ullet MUsbDrv.sys
 - •MUsbDrv.inf

The device drivers for the USB interface are copied to the 'drivers' directory under the installation target director (ex: c:\forall mtool\forall pd45m\forall drivers). And you need to install them when you use the USB interface.

- (4) PD45M V.1.20 Release 01 Release note (This note)
 - $\bullet pd45mne.pdf$

This note contains "Software User License Agreement".

- If any of the above is missing, contact its distributor from which you purchased the product.
- Please read a License Agreement before using. By using the software, you are accepting and agreeing to such terms.



[●]pd45m.hlp

2. Operating Environment

PD45M runs on the host machine environments given below.

Host Machine	IBM¹ PC/AT compatibles	
Operating System	Microsoft Windows ² 98	
	Microsoft Windows 2000	
	Microsoft Windows Me	
	Microsoft Windows XP	
CPU	Pentium ³ II 233MHz or higher CPU is	
	recommended.	
Memory	128MB or more system memory is recommended.	

Table 1 Host machine environments

3. Installation

3.1 To install PD45M

1. Start of installer

Please execute "setup.exe" of the \pm PD45M\pm WIN95E folder of the product CD-ROM, from Explorer or any other launcher program.

2. Display of product license

The "Software License Agreement" dialog box displays the content of the license agreement. Please read the content of the contract.

3. Input of user information

In "Customer Information" dialog box, please input customer information (License User, Belong To, Your Addresses, and PC types). Input information becomes a format of a customer support by mail.

4. Selection of component

In "Select Components" dialog box, please select the installed component. This dialog box can change the directory the installation ahead.

[NOTES for Windows 2000/XP]

<u>Make sure that installer is executed by one who is authorized as an Administrator.</u> No one but the user who has the authority of an Administrator can install the PD45M

3.2 To install Acrobat Reader

The manual of PD45M is offered as an electronic manual. Adobe Reader is necessary to refer to an electronic manual. Please install Adobe Reader if necessary. Adobe Reader can be downloaded from the home page of the Adobe Systems incorporated products.

URL for Adobe Systems Incorporated: http://www.adobe.com/

3.3 To install USB device driver

Install the USB device driver when you first use the emulator via USB interface. The following shows the procedure for installing it.

- 1. Connect the host computer and the compact emulator with USB cable.
- 2. Turn on the power to the compact emulator.
- 3. The USB devices connected are detected by Windows' Plug & Play function. The wizard for the USB device installation starts.

Go on following the wizard, and dialog box for specifying the setup information file (Inf file) is displayed. Specify the musbdrv, Inf file stored in a location below the directory where the PD45M is installed (e.g., c:\forall mtool\forall pd45m\forall drivers).

³ Intel and Pentium are registered trademarks of Intel Corporation.



¹ IBM and AT are registered trademarks of International Business Machines Corporation.

² Microsoft, MS-DOS, Windows and Windows NT are either registered trademarks or trademarks of Microsoft Corporation in the United States and other countries.

[NOTES]

- Before USB device drivers can be installed, the PD45M you use must already be installed. Install
 the PD45M first.
- USB communication can only be used in Windows Me/98/2000/XP, and cannot be used in any other OSs
- When using Windows 2000/XP, make sure USB device drivers are installed by a user with administrator rights.
- During installation, a message may be output indicating that the device driver proper musbdrv.sys cannot be found. In this case, specify the musbdrv.sys which is stored in the same directory, as is the musbdrv.inf file.

3.4 When failing in the update of the firmware

Download firmware in the special mode called maintenance mode as explained here following. The target system must not be connected when you download the firmware.

- 1. Connect the USB interface cable to the Compact Emulator and the host machine.
- 2. Within 2 seconds of activating power to the emulator, press the system reset switch to start maintenance mode. When the emulator is switched to maintenance mode, the System Status SAFE LED begins to flash.
- 3. Start up the emulator debugger. When settings in the Init dialog box is complete, which urges to download the firmware will appear. Download firmware following Required time for downloading the firmware is about 60 seconds.

4. Technical Support

4.1 Technical Support by E-mail

The text file for the technical support is created to the start menu. Please fill in it and send it to your nearest Renesas office or its distributor by E-mail. To open the text file for technical support, please select the following menu:

Windows Menu [Start]->[Program]->[Renesas]->[PD45M V.x.xx Release x]->[Technical Support Sheet]

4.2 Technical Support by FAX

Please fill in the "Technical Support Communication Sheet", and send it to your nearest Renesas office or its distributor by FAX.

[A Request Concerning Technical Support]

We appoint the types of host machines (IBM PC/AT and compatibles, for example) as an operation environment for using our software tools. This does not guarantee operation on all the types of the host machines or in any environment of them (device drivers, peripheral units, etc.), but merely for indicating an operation environment we assume (to be put to our support). If a trouble should occur in using the software tools in the operation environment we appointed, we offer a technical support to solve the trouble (correct the defective condition, inform a way of avoiding the trouble, and so forth).

If a trouble that occurred in your environment cannot be reproduced in our operation environment, we may ask a favor of you to solve the trouble (we may borrow your equipment with your approval). We would like to obtain your prior approval.



5. Supplements to the User's Manual

5.1 About branch instruction optimization program AS4

AS4 is an assemble driver for the microcomputer 4500 series of Renesas 4-bits. AS4 generates object file from the assembly language source file for 4500 series. Moreover, AS4 optimizes the branch instruction when there is an optimization description of the branch instruction in the source file.

5.1.1 Overview

1. Composition

AS4 is composed of four following execution files.

File Name	Contents
AS4.EXE	Assemble Driver
OPT4P1.EXE	Optimization processing 1
OPT4P2.EXE	Optimization processing 2
ASM45.EXE	Assembler

2. Generation File

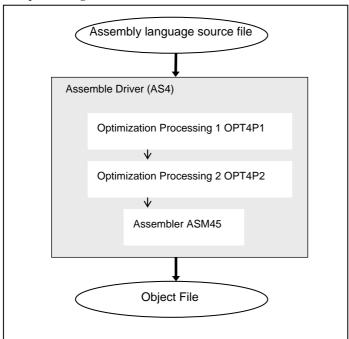
AS4 reads the assembly language source file and generates the following files. (For "Sample.asm" the

name of the assembly language source file)

File Name	Contents	
sample.hex	File which stores machine language information	
sample.sym	File which stores debugging information(When S option is specified)	
sample.map	File which stored use memory information on each page	
	(When A option is specified)	
sample.prn	File which showed source file, the arrangement address, and the generation	
	data to be processed(When L option is specified)	
sample.tag	File which stored error message and warning message	
	(When E option is specified)	
sample.op1	File which optimization processing 1(OPT4P1) generated	
sample.op2	File which optimization processing 2(OPT4P2) generated	

3. Processing Procedure

The processing flow of AS4 is shown below.





5.1.2 Operation Method

It is necessary to input the following parameters to start AS4.

- 1. Source File(Indispensable item)
 - The source file name to be assembled is specified. The number of source files which can be specified is one.
 - When the file attribute ".ASM" is omitted, the attribute ".ASM" is chosen as a predetermined value.
 - Files of the attribute other than ". ASM" can be specified by specifying the file name by a full name.
 - The directory passing name can be specified for the file name. When only the file name is described, the file in the current directory is processed.

2. Command parameters

The option of AS4 conforms to the option specification of ASM45. Please refer to the user's manual of ASM45 for details of the option.

SM49 for actains of the option.		
Options	Contents	
	all messages suppressed.	
-A	make memory Area information.(output MAP file)	
-C	output source line information.(output SYM file)	
-D	define symbol (use -Ds1=1:s2=2)	
-E	make tag file and start editor (use -E or -Eeditor name)	
-L	make list file	
-M	define CPU name (use -M34550M8)	
-N	forbids the BRN instruction.	
-O	select drive and directory for output (use -Oa:\text{\text{\$\text{\$Y}}} work)	
-P	select directory(drive) of M345XXXX.dat file.(use -P\u00e4work)	
-R	output bit macro expansion	
-S	make symbol file for symbolic debugger	
-VER	display version.	
-X	execute crf45	

3. Input Method

AS4 starts by inputting the command line in the DOS window. (-S is options)

Example) C> AS4 sample -S<Enter>

5.1.3 Source Program Coding method

Please specify "BRN" the mnemonic to optimize the branch instruction. AS4 converts "BRN" line into the best branch instruction. ("B" or "BL") Please describe "B" and "BL" in the source program as usual about the branch instruction not optimized.

```
-M34520M6
.org 0,0
start:
LA 0
next:

SEA 3
A 1
BRN loop ; Optimization object
B next ; Optimization is off the subject
.:
loop:

B loop ; Optimization is off the subject
.end
```



5.1.4 Limitations

There are the following limitations in the use of AS4.

- The operand of the instruction "BRN" for optimization should be either of the following.
 - (1)Label
 - (2) Immediately value
 - (3) Predetermined value symbol
- The operand of the pseudo instruction ". ORG" should be either of the following.
 - (1)Immediately value
 - (2) Predetermined value symbol
- It is necessary to specify the pseudo instruction ". ORG" in the source program in order of the address (ascending order).

6. Notes

6.1 The FILE Command

If a downloaded program is made up of two or more source files, and one of those source files (xxxx) has been deleted, executing the following command

FILE filename

may result in the following error message being displayed regardless of whether the specified file exists.

"File xxxx not found."

In this case, either restore the deleted file or use the View button in the Program Window to display the source file.

6.2 File operation on Windows

PD45M/ASM45/CRF45/AS4 runs under Windows Me/98/95 and Windows 2000/NT 4.0, but the following points should be noted:

- 1. File names and directory names
 - PD45M/ASM45/CRF45/AS4 does not support long file names. Files must be named according to MS-DOS naming convention (8.3). You therefore cannot specify long file names or file names that include two or more periods.
 - File names and directory names including blank characters cannot be specified.
- 2. About specifying files and directories
 - "..." (Two levels upper directories) cannot be specified.
 - Network path names cannot be specified. To specify network path names, set drives.

6.3 Microcomputer by which the maximum address of ROM exceeds 2000h

The label of the address where 2000h is exceeded can be described in the operand of the TABP instruction. However, the page depends on a set situation of the RBK/SBK instruction.

6.4 Branch Instruction Optimization

ASM45 may fail to optimize the description that contains a branch-optimizing instruction "BRN" and result in an out-of-range error.

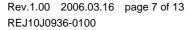
[Conditions]

This problem may occur if the following two conditions are satisfied:

- (1) The label used ad the operand of a "BRN" instruction is forward referencing.
- (2) The label in (1) above is described in the next page to the one where the "BRN" instruction has been described.

Note that the problem will not arise when the operand of the "BRN" instruction is either an immediate address or a backward-referencing label.

```
.org 0h, 7bh
BRN lab1 ; <-- processed as a "B" instruction, resulting in an error
BRN lab2
BRN lab3
lab1: nop ; A forward-referencing label
lab2: nop
lab3: nop
```





Change the "BRN" instruction in the line where an error will appear to the "BL" instruction (jump to an address out of the page).

7. Version Report

This section describes the specification of the changed software.

7.1 PD45M V.1.20 Release 01

In this version, the following specifications were changed from former version PD45M V.1.20 Release 00.

7.1.1 Revision of Restriction

• In the stack overflow detecting function of the hardware break, the problem of detecting the stack overflow was repaired though stack register SK of MCU did not exceed Maximum level.

7.1.2 Extended Functions and Modified Specifications

- The data file of the following MCU correspondence was added.
 - M34571G4/G6/GD

7.2 PD45M V.1.20 Release 00

In this version, the following specifications were changed from former version PD45M V.1.10 Release 2.

7.2.1 Revision of Restriction

- A problem has been corrected that the indicated label of the coverage window is not updated when the target program is downloaded again.
- A problem has been corrected that if while executing the target program the window size of the memory window is changed, the target program may stop.
- A problem has been corrected that if any value outside the data pointer range is specified for the Z, X or Y register from the register window or with the Register command, an error may result.

7.2.2 Extended Functions and Modified Specifications

- A correspond to compact emulator M34509T2-CPE.
- A function has been added that enables the user to select the compact emulator to be connected with PD45M. Specify the compact emulator you want to connect in the Init dialog box.
- A change has been made so that if the Z, X or Y register value is outside the data pointer range, the data pointer value will not be displayed in the register window.
- A change has been made so that unless the source line information has been loaded, the source window cannot be opened when executing the target program.
- Error numbers for load operation-related errors have been changed from the 1500's to the 15000's.
- The data file of the following MCU correspondence was added.
 - M34508G4/G4H
 - M34509G4/G4H

7.3 PD45M V.1.10 Release 2

In this version, the following specifications were changed from former version PD45M V.1.10 Release 1.

7.3.1 Revision of Restriction

• When a subroutine instruction (BM, for example) is overstep-executed, the main program may halt at the not proper address.

(for detail, refer to the RENESAS TOOL NEWS RSO-RSO-M34519T2-CPE-041101D)

7.3.2 Extended Functions and Modified Specifications

Data file

The data file of the following MCU correspondence was added.

- M34552M4H/M8H
- M34553M4H/M8H
- M34556M4H/M8H



7.4 PD45M V.1.10 Release 1

In this version, the following specifications were changed from former version PD45M V.1.00 Release 1.

7.4.1 Revision of Restriction

• A problem has been corrected that the debugger may freeze when a script file was executed in the Script window.

7.4.2 Extended Functions and Modified Specifications

Data file

The data file of the following MCU correspondence was added.

- M34518M2/M4/M6/M8
- M34519M6/M8
- M34552M4/M8
- M34553M4/M8
- M34556M4/M8
- M34583MD
- M34584MD
- Download

The download speed is faster than the previous version.

7.5 PD45M V.1.00 Release 1

This is the first version of PD45M.



8. License Agreement



IMPORTANT

This software is protected by license. It may be used only in full compliance with the below Software User License Agreement.

Do not use this software unless you have read and fully agreed to the below conditions and terms.

Software User License Agreement

Name of this product : M3T-PD45M License count : 1 license

The customer (hereafter referred to as "Licensee") and Renesas Solutions Corporation (hereafter referred to as "Licensor") do hereby agree to the terms and conditions as specified in this Software User License Agreement (hereafter referred to as "Agreement") concerning the enclosed software and its explanatory manuals

ARTICLE 1. Definition

- 1.1 "Licensed Software" shall mean all files to be copied into the "Designated System" when this software is installed and all documents provided with the software package.
- 1.2 "Designated System" shall mean the single computer system on which the Licensee installs and uses the Licensed Software. When used on a network, it shall mean the single computer system that acts as the central processing unit for running executable programs including the Licensed Software.
- 1.3 "Master Disk" shall mean the CD-ROM manufactured by the Licensor which includes the Licensed Software.

ARTICLE 2. LICENSES

Licensor grants to Licensee non-exclusive, non-transferable license:

- (a) to use the Licensed Software solely on the Designated System for internal purpose.
- (b) to make one copy of the Licensed Software using the installer in the single Designated System, only for the purpose stipulated in clause (a) above.
- (c) to print out the electronic manual included in the Licensed Software only for the purpose stipulated in clause (a) above.

ARTICLE 3. Restrictions

- 3.1 Licensee may not transfer the rights granted in this Agreement, or rent or lease the Master Disk or Licensed Software to any third parties.
- 3.2 Licensee shall not remove the copyright notice contained in the Licensed Software.
- 3.3 Licensee agrees not to reverse compile or reverse assemble all or any portion of the Licensed Software.
- 3.4 Licensee may not print out the electronic files included in this Licensed Software for commercial use including but not limited to the purpose of sale.



ARTICLE 4. Title to Licensed Software

All right, title and interest in and to the Licensed Software are and shall remain with Licensor. The copyrights in the Licensed Software owned by Licensor are protected by Japanese copyright laws, other applicable copyright laws and international treaty provisions. Licensor retains all rights not expressly granted.

ARTICLE 5. CONFIDENTIALITY

Licensee acknowledges that the Licensed Software contains valuable proprietary information and trade secrets of Licensor. Licensee shall preserve the Licensed Software in confidence, and shall not provide or disclose the contents of all or any part of the Licensed Software to any third party without written authorization from Licensor.

Licensee will take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to the Licensed Software so as to enable them to hold the Licensed Software in confidence and otherwise to satisfy their obligations under this Agreement.

This Agreement shall not restrict disclosure or use of any information which:

- (a) can be demonstrated by Licensee to be in the public domain when received, or thereafter enters the public domain through no fault of Licensee;
- (b) is known to Licensee at the time of the disclosure by Licensor:
- (c) is received from a third party without any restrictions on disclosure and use; or
- (d) is independently developed by Licensee through persons who have not had access to the Licensed Software.

ARTICLE 6. Term and Termination

This Agreement shall take effect from when Licensee installs the Licensed Software and shall remain in effect until terminated by either of the following provisions.

- 6.1 Licensee may terminate this Agreement at any time on thirty (30) day prior written notice to Licensor.
- 6.2 In the event that Licensee shall be in default under this Agreement, Licensor may terminate this Agreement and all licenses granted hereunder by giving written notice of termination to Licensee, effective upon its sending.
- 6.3 Even after the termination of this Agreement, Articles 5, 7, 8, and Section 9.1 shall remain in effect until otherwise canceled by agreement of both Licensee and Licensor.

ARTICLE 7. POST-TERMINATION PROCEDURES

- 7.1 Upon termination of this Agreement, Licensee shall destroy the Licensed Software received from Licensor and all copies of the Licensed Software made under this Agreement. Notwithstanding the foregoing, Licensee may retain one copy of the Licensed Software for archival purposes only, in the event Licensee receives a written approval from Licensor.
- 7.2 Licensee shall complete all the obligations described in Section 7.1 above and shall submit written proof to that effect to Licensor within thirty (30) days from the termination of this Agreement.

ARTICLE 8. PROPRIETARY RIGHTS INDEMNIFICATION

- 8.1 Licensor shall defend or, at its option, settle any claim or proceedings brought against Licensee to the extent that it is based on an assertion that the Licensed Software, used within the scope of this Agreement, constitute direct infringement of any copyright, patent or trademark of a third party and shall indemnify Licensee against all costs, damages and expenses finally awarded against Licensee which result form any such claim, provided that Licensee notifies Licensor promptly in writing of such claim or proceedings and gives Licensor full and complete authority, information and assistance to defend such claim or proceedings, and further provided that Licensee gives Licensor sole control of the defense of any such claim or proceedings and all negotiations for its compromise or settlement.
- 8.2 Should the Licensed Software become, or, in Licensor's opinion, be likely to become the subject of a claim of infringement, Licensor may procure for the Licensee the right to continue using the Licensed Software or replace or modify it to make it noninfringing. If neither of the foregoing alternatives is reasonably available to Licensor, then Licensor's sole and exclusive remedy shall



- be to terminate this Agreement, and to return to Licensee refund of License fees and other expenses paid to Licensor.
- 8.3 Licensor's obligations under this Article 8 shall not apply to any claims of infringement based upon(i) combination, operation or use of the Licensed Software with any programs, data or products not furnished by Licensor if such infringement would not have occurred without such combination, operation or use, or (ii) use of the Licensed Software after receiving written notice from Licensor that the Licensed Software infringes any patent, copyright or trademark of a third party. Licensor's obligation under this Article 8 constitute Licensee's sole and exclusive remedy for a claim or proceedings for and intellectual property infringement of a third party.

ARTICLE 9. LIMITED WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Licensor warrants that it has the right to grant to Licensee a license to use the Licensed Software and that Licensor has the right to enter into this Agreement.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LICENSOR DISCLAIM ALL

WARRANTIES, REPRESENTAION, PROMISE OR GUARANTEE, EITHER EXPRESS OR IMPLIED.

STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANT INDIRECT.

SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT

LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS. THE LICENSED SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS.

- Licensee agrees that Licensor's liability hereunder for damages, regardless of the form of action, shall not exceed the charges paid by Licensee for the Licensed Software.
- 9.2 Notwithstanding the foregoing provisions in Section 9.1, Licensor will provide Licensee with information which Licensor deems adequate, via Licensor's homepage or by other means, if available, provided that Licensee is a registered use of Licensed Software. Any software provided to Licensee according to this Section 9.3 shall be considered and treated as the Licensed Software.
- 9.3 In the event Licensor provides Licensee with any upgrades or error corrections of the Licensed Software, Licensee shall notify Licensee of the means which Licensor deems adequate via Licensor's homepage or by other means, if available. Licensor may require Licensee to pay additional fees for such upgrades. Licensor may require Licensee to return the Master Disk when the Licensed Software is upgrades.

ARTICLE 10. STORING MASTER DISK AND ATTACHED DOCUMENT

Licensee shall retain the Master Disk of the Licensed Software and all included documents, and must promptly return them upon the request of Licensor.

ARTICLE 11. GENERAL

- 11.1 This Agreement constitutes the entire agreement between the parties concerning Licensee's use of the Licensed Software and no waiver, alteration, modification or cancellation shall be binding unless made in writing and signed by the parties.
- 11.2 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 11.3 This Agreement is made under and shall be construed in accordance with the Laws of Japan. Licensee agrees that any disputes related to this Agreement shall be settled by the jurisdiction of the court determined by Licensor.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

Renesas Technology Corp.

