--- IMPORTANT!!---

--- PLEASE READ THE FOLLOWING BEFORE USING THE SOFTWARE ---

Thank you for your requirement the software product ("**Software**") of Renesas Electronics Corporation.

Before using the Software, i.e., installing it into your computer, etc., or copying or using it on your computer, etc. ("**Using/Use**"), please be sure to read carefully the terms and conditions of the Embedded Software License Agreement ("**Agreement**") that is enclosed in the Software or that will be appearing on your computer screen, as it constitutes a binding contract between you and Renesas Electronics Corporation.

Your Use of the Software is subject to your agreeing to the terms and conditions of the Agreement. By clicking on the "I accept" button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by downloading, installing, accessing, or otherwise copying or using all or any portion of the Software, (a) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (b) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) and yourself.

IF YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY OR, IF THERE IS NO SUCH ENTITY, YOURSELF AS AN INDIVIDUAL, DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT AND DO NOT DOWNLOAD, INSTALL, ACCESS OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE. THE SOFTWARE IS BEING LICENSED AND NOT SOLD TO YOU.   RENESAS ELECTRONCS CORPORATION PERMITS YOU TO DOWNLOAD, INSTALL, ACCESS, OR OTHERWISE COPY OR USE THE SOFTWARE (INCLUDING THE FUNCTIONALITY OR FEATURES THEREOF) ONLY IN ACCORDANCE WITH THIS AGREEMENT.

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

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

------------------------------------- The End --------------------------------

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Embedded Software (product's named: [R20AN0371]) License Agreement
（Click-on form/ Free/ Source code form/ Mass Production Purposes）

This agreement (hereinafter referred to as the "**Agreement**") is entered into by and between Renesas Electronics Corporation, a Japanese corporation, with offices at 3-2-24, Toyosu, Koto-ku, Tokyo 135-0061, Japan (hereinafter referred to as "**REL**") and you (the entity on whose behalf you are entering into this Agreement or, if there is no such entity, you as an individual) (hereinafter referred to as "**Customer**") on the other.

RECITALS

WHEREAS, Customer desires to use certain of the REL's software with REL's semiconductor products; and
WHEREAS, REL desires to grant to Customer a license to use the software in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article 1 (DEFINITIONS)
    As used herein, the following terms shall have the following meanings:
(1) "**REL Product**" means REL's product named [RX Family].
(2) "**Licensed Software**" means the program and the related materials as defined below.
    (a) the driver programs which have the functions of encryption and decryption of user data, furnished in source code or library form (hereinafter referred to as the "**Driver Program**") and the sample program furnished in source code form for reference in connection with use of the Driver Program (hereinafter referred to as the "**Sample Program**") (the Driver Program and the Sample Program are hereinafter collectively referred to as the "**Program**"; the name of the Program: [R20AN0371]).
    (b) any documentation in connection with use of the Program, including, but not limited to manuals for the Program (hereinafter referred to as the "**Documentation**").
(3) "**Developed Program**" means a program, to be created by Customer, which operates with the REL Product and the Driver Program.
(4) "**Customer's Product**" means Customer's system products (i) developed, manufactured and sold by the Customer's division which takes responsibility for the obligations under this Agreement; and (ii) incorporating the REL Product and the Developed Program.
(5) "**Confidential Information**" means any information of a business, financial or technical nature disclosed by REL to Customer, which (i) when disclosed in tangible form such as in documents, drawings or magnetic storage media, is marked or otherwise indicated to be of a confidential nature; (ii) when disclosed in electronic data or through electronic means (such as in or through data recorded in electronic or magnetic storage media), shall be designated through appropriate measures so that the Customer may easily recognize such information as confidential; (iii) when disclosed orally, visually or in other intangible form, shall be indicated to be confidential at the time of such oral or visual disclosure, and summarized in a writing to be furnished to Customer within thirty (30) days of such oral or visual disclosure, which shall specify the date and time of such disclosure and content of the disclosed information and be designated as confidential. Notwithstanding the foregoing, the Licensed Software, whether or not specifically marked or indicated to be confidential, shall be deemed to be the Confidential Information.
(6) "**Open Source Software**" means each of (i) 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 (ii) 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.

Article 2 (GRANTS OF LICENSE)
1. REL hereby grants to Customer a non-exclusive, non-transferable and royalty-free right to carry out the acts as follows:
    (1) to install the Licensed Software into the hard-disc of a computer owned or controlled by Customer for the purpose of creating the Developed Program;
    (2) to copy and modify the Program for the purpose of creating the Developed Program (right to modify the

Program is granted only for Program provided in source code form);

    (3) to use, copy and distribute the Program (in object code form) for the purpose of incorporating together with the Developed Program into Customer's Products;

    (4) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (1) through (3) above.

2. Except for the rights expressly granted herein, Customer shall not assign, lease or transfer the possession of the Licensed Software or any copies thereof (hereinafter referred to as the "**Developed Copies**") to any third party.

3. Customer shall not assign or offer the license granted under this Article 2 as security in any transaction.

4. Customer shall not use the Licensed Software with any Open Source Software. Notwithstanding the foregoing, Customer may use the Licensed Software only with (a) Amazon FreeRTOS provided by Amazon Web Services, Inc, (b) Azure RTOS provided by Microsoft Co., Ltd. , (c) wolfSSL provided by wolfSSL Inc. (with respect to (c), this Section only applies to open source software provided under GNU General Public License), (d) FatFs provided under the following website - http://elm-chan.org/fsw/ff/00index_e.html, (e) any other open source software provided under Apache License 2.0 or MIT License. Amazon FreeRTOS, Azure RTOS, wolfSSL, FatFs and a software that meets description under item (e) in the preceding sentence shall be collectively referred to as "**Permitted Open Source Software**".

5. REL grants to Customer only the rights expressly stated herein. Except for the rights expressly granted herein, no right or license is granted herein under REL's patents, utility models, design patents, trademarks, copyrights, mask work rights, trade secret or any other intellectual property rights.

Article 3 (PROTECTIONS AND ADDITIONAL RESTRICTIONS)

1. Customer shall not remove, obliterate or modify any copyright, trademark or other proprietary notice or mark appearing on the Licensed Software. When making each of the Developed Copies, Customer shall reproduce the Licensed Software as authorized herein and in whole.

2. Customer shall not decompile, disassemble, decode, reproduce, redesign, reverse engineer or modify the Licensed Software provided in object code form or any part thereof.

3. In the event Customer uses Permitted Open Source Software pursuant to Article 2.4, Licensee shall (i) comply with respective terms and conditions of Permitted Open Source Software and (ii) agree that (a) REL does not have any responsibility and obligation with respect to Permitted Open Source Software and (b) Licensee shall continue to be bound by the terms and conditions set forth herein even in cases Developed Copies are used in conjunction with Permitted Open Source Software. Licensee shall take all necessary measures to avoid the application of the terms and conditions of Permitted Open Source Software to the Licensed Software.

4. The provisions of this Article 3 shall survive any termination of this Agreement for the life of the relevant rights.

Article 4 (INDUSTRIAL PROPERTY RIGHTS)

1. The Licensed Software is REL's proprietary intellectual property protected under applicable copyright law, trade secret and other laws. All right, title, and interest in and to the Licensed Software are and shall remain with REL and its licensors.

2. In the event any invention, devices, or creation of design, etc (hereinafter referred to as the "**Invention**") is made by Customer in the process of accomplishing the Purpose while relying upon the Confidential Information, Customer shall promptly notify REL, in writing, of the contents and details of such Invention and shall discuss with REL the treatment of such Invention, including, but not limited to, (i) who will own the patents, utility models, design patents and trademarks, etc (hereinafter referred to as the "**Industrial Property Rights**") related to such Invention and (ii) whether or not application for or registration of the Industrial Property Rights related to such Invention should be made.

3. The provisions of this Article 4 shall survive any termination of this Agreement for the life of the relevant rights.

Article 5 (WARRANTY)

1. **REL DELIVERS THE LICENSED SOFTWARE TO CUSTOMER "AS IS" AND REL HEREBY DISCLAIMS 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. IN ADDITION, REL EXPRESSLY DISCLAIMS**

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ANY WARRANTY OR REPRESENTATION THAT THE LICENSED SOFTWARE OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

2. **REL FURTHER DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT (i) LICENSED SOFTWARE WILL OPERATE CORRECTLY, WHEN USED IN COMBINATION WITH CUSTOMER'S PRODUCT AND ANY EQUIPMENT, DEVICE OR PROGRAM CHOSEN BY CUSTOMER; AND THAT (ii) LICENSED SOFTWARE WILL BE FIT FOR CUSTOMER'S ANY PARTICULAR PURPOSE.**

3. **THE WARRANTIES STATED IN THIS ARTICLE 5 ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY REL, INCLUDING STATUTORY RESPONSIBILITY HELD BY REL RELATED TO DEFECT WARRANTY.**

4. The provisions of this Article 5 shall survive any termination of this Agreement.

Article 6 (CONFIDENTIALITY)

1. Customer shall keep all Confidential Information which Customer receives under this Agreement in strict confidence, and shall use it solely for the purpose of this Agreement and shall not disclose it to any third party without prior written consent of REL.

2. Customer will limit its disclosure to its employees having a need to know such Confidential Information and will not use such Confidential Information for any purpose other than the performance of this Agreement.

3. Customer shall use the same degree of care as it uses to protect its own confidential information, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

4. The confidentiality obligations herein shall not apply to any information which:
   (1) is in the public domain at the time of disclosure to Customer under this Agreement;
   (2) becomes publicly available through no fault of Customer and without breach of this Agreement;
   (3) is already in lawful possession of Customer at the time of disclosure under this Agreement;
   (4) is subsequently developed independently by employees of Customer without reference to the Confidential Information;
   (5) is rightfully obtained by Customer from a third party without restrictions on its disclosure; or
   (6) Customer is required to disclose by law or ordinance in response to a valid order of a court or other governmental body, provided, however, that prior written notice of such disclosure shall first be given to REL.

5. All Confidential Information delivered by REL to Customer pursuant to this Agreement shall be and remain the property of REL.

6. Upon written request of REL, customer shall, within thirty (30) days from its receipt of such request hereof, return all Confidential Information in tangible form.

7. The provisions of this Article 6 shall survive any termination of this Agreement for three (3) years.

Article 7 (LIMITATION OF LIABILITY)

1. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, REL SHALL NOT BE LIABLE TO CUSTOMER (OR ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR CUSTOMER'S LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY OF LIABILITY INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR LOSS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, OR ANY OTHER ECONOMIC DAMAGE, PROPERTY DAMAGE, OR PERSON INJURY AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER REL WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.**

2. The provisions of this Article 7 shall survive any termination of this Agreement.

Article 8 (TERM OF AGREEMENT)

1. This Agreement shall become effective upon Customer's acceptance of the terms and conditions of this Agreement and shall remain in force until the termination according to Article 9.

2. Notwithstanding the provisions in Article 8.1 above, as to each Article where different term of the provisions of such Article is provided, such different term shall apply.

3. The provisions 8.2 and 8.3 of this Article 8 shall survive any termination of this Agreement.

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Article 9 (TERMINATION OF AGREEMENT)

REL may forthwith terminate this Agreement without giving a notice or formal demand in the event of one or more of the following events:

(1) if Customer is subject to attachment, provisional attachment, provisional disposition, compulsory execution, or auction procedures; or voluntary or involuntary commencement of proceedings for bankrupt, special winding up, civil rehabilitation, or corporate rehabilitation;

(2) if Customer is in arrears with taxes and receives order of coercive collection of taxes;

(3) if Customer has undergone proceedings by competent authorities resulting in cessation of business or cancellation of its business license or business registration;

(4) if Customer has made a resolution to decrease its capital, close down or change its business, dissolve, merge, transfer its business or change its organization;

(5) if bills and checks Customer has issued or accepted are declared dishonored; or Customer is ordered to suspend transaction by a clearing house;

(6) if Customer breaches any one of the terms of this Agreement and fails to remedy such breach within one (1) month after a written notice is given to remedy the breach;

(7) if Customer is otherwise engaged in a faithless deed; or

(8) if Customer's financial situation is deteriorating, or risks thereof are evident.

Article 10 (ACTIONS TAKEN AFTER TERMINATION OF AGREEMENT)

1. In the event this Agreement terminated by REL according to Article 9, Customer shall (i) immediately stop using the Licensed Software, and (ii) return the Licensed Software and all Confidential Information (in tangible form) to REL or destroy the Licensed Software and all such Confidential Information and certify such destruction in writing, within thirty (30) days after the date of such expiration or termination.

2. The provisions of this Article 10 shall survive any termination of this Agreement.

Article 11 (EXPORT RESTRICTION)

1. Customer represents and warrants that Customer shall 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) other military activities, or (iii) any use supporting these activities. Customer also represents and warrants that Customer 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. Furthermore, Customer represents and warrants that Customer shall not directly or indirectly, export, re-export, transship or otherwise transfer the Licensed Software in violation of any applicable export control laws or regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or their transactions.

2. The provisions of this Article 11 shall survive any termination of this Agreement.

Article 12 (GENERAL)

1. Customer will have no right to assign this Agreement, in whole or in part, by operation of law or otherwise, without the REL's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect.

2. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

3. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

4. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

5. This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

6. The provisions of this Article 12 shall survive any termination of this Agreement.

Article 13 (CAUTION)

1. Neither Licensed Software nor REL Product is designed, manufactured or tested for applications or otherwise in systems the failure or malfunction of which may cause a direct threat to human life or create a risk of human injury or which require especially high quality and reliability such as safety systems, or equipment or systems for transportation and traffic, healthcare, combustion control, aerospace and aeronautics, nuclear power, or undersea communication transmission. REL shall have no liability for damages arising out of the uses set forth above.

2. Notwithstanding the preceding paragraph, Customer should not use Licensed Software and/or REL Product for the purposes listed below:
   (1) artificial life support devices or systems
   (2) surgical implantations
   (3) healthcare intervention (e.g., excision, administration of medication, etc.)
   (4) any other purposes that pose a direct threat to human life.
   REL shall have no liability for damages arising out of the uses set forth in the above and Customer who elects to use Licensed Software or REL Product in any of the foregoing applications shall indemnify and hold harmless REL against any and all damages arising out of such applications.

3. The provisions of this Article 13 shall survive any termination of this Agreement.

Article 14 (JURISDICTION)

1. In the event of any dispute or claim arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction and venue of the Tokyo District Court.

2. This Agreement is made under and shall be construed, interpreted and governed in accordance with the laws of Japan.

3. The provisions of this Article 14 shall survive any termination of this Agreement.

--------------------------- The End of This Agreement---------------------------