

# **TERMS AND CONDITIONS FOR USING THE SOFTWARE**

We, Renesas Electronics Corporation, a Japanese corporation having its principal place of business at 6-2, Ote-machi 2-chome, Chiyoda-ku, Tokyo 100-0004, Japan ("RENESAS"), hereby grants to you certain rights to use our software program provided to you with these Terms and Conditions ("Program") and our manual or other documentation related to the Program ("Documentation") (collectively, "Software") pursuant to these Terms and Conditions. In the event of conflict or inconsistency between these terms and conditions and any other applicable terms and conditions contained in the Software, the latter shall prevail.

## **ATTENTION:**

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE RETURN THE UNUSED SOFTWARE TO RENESAS IMMEDIATELY. USING OR INSTALLING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THEREFORE, BEFORE USING OR INSTALLING THE SOFTWARE, YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS.

### **1. License**

1.1 RENESAS grants you the following non-exclusive and non-transferable, royalty free license for the Software:

- (a) to use, copy and modify the Program, and distribute the object code form of the Program incorporated into your hardware product(s) which contains RENESAS' semiconductor product(s), provided that the rights to modify the Program granted under this paragraph 1.1 (a) shall be limited to the portion of the sample program provided in source code form and the source list; and
- (b) to use, copy and modify the Documentation to the extent reasonably necessary to exercise the rights granted under paragraph 1.1 (a) above, provided that the rights to modify the Documentation under this paragraph 1.1 (b) shall be limited to the particular portion of the Documentation to the extent necessary for your modification of the sample program or the source list as granted in paragraph 1.1 (a) above.

1.2 You hereby acknowledge and agree that RENESAS may modify, alter or change the Software at any time during the term of these Terms and Conditions without your consent.

### **2. Period**

2.1 RENESAS may terminate the license granted to you under these Terms and Conditions at any time if you fail to comply with any provision hereof.

2.2 Upon termination of the license, you must destroy or dispose of the Software and any copies thereof.

### **3. Title**

3.1 No title, interest and intellectual property rights to the Software shall be transferred or deemed to be transferred to you, and except as expressly provided herein, no rights or licenses shall be granted to you in connection with the Software.

3.2 Copyright and any other intellectual property rights solely arising from any modification to the Software made by you hereunder shall vest in you. For the avoidance of doubt, the provisions of this paragraph shall not affect the ownership of background intellectual property rights owned by RENESAS or any third party before such modification.

### **4. Restrictions**

4.1 You shall not reverse engineer, reverse compile, disassemble, modify or otherwise analyze any portion of the Software provided in object code form.

4.2 You shall not delete or modify the copyright or other proprietary notice or marking contained on or within the Software.

4.3 Except as expressly provided herein, you shall not use, copy, convert, change, modify, combine or otherwise dispose of the

Software.

4.4 Excepts expressly set forth in section 1.1, you shall not sublicense, rent, assign, transfer or otherwise dispose of the Software and its license to any third party.

### **5. No Warranties**

5.1 THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. RENESAS DISCLAIMS ANY AND ALL WARRANTIES FOR THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, RENESAS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF ANY SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY'S RIGHTS, INCLUDING BUT NOT LIMITED TO, ANY INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL RENESAS BE HELD LIABLE WITH RESPECT TO ANY CLAIM BY YOU OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING OUT OF THE USE OF THE SOFTWARE.

5.2 RENESAS SHALL NOT BE OBLIGATED TO PROVIDE YOU WITH ANY SUPPORT RERATING TO THE USE OF THE SOFTWARE.

### **6. Confidentiality**

You may not disclose the Software to any third party without the prior written consent of RENESAS.

### **7. Limitation of Liability**

IN NO EVENT SHALL RENESAS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSS OF PROFIT OR DAMAGES BASED ON ANY THIRD PARTY CLAIM, EVEN IF RENESAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **8. Miscellaneous**

8.1 You may not export or re-export, directly or indirectly, the Software and all related information furnished to you hereunder and/or any of the direct products resulting there from in contradiction to any applicable export control laws and regulations.

8.2 These Terms and Conditions shall be governed by and construed in accordance with laws of Japan.

8.3 You hereby agree that the exclusive jurisdiction with respect to any disputes which may arise between you and RENESAS in connection with these Terms and Conditions shall be Tokyo District Court.