SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY:

This Software License Agreement ("Agreement") is a legally binding agreement between you ("You" or "Licensee") and Silex Technology, Inc. ("Silex") for the Silex wireless driver for SX-SDMAC ("Program") and related documentation that accompanies this Agreement (collectively, "Software").

In consideration of the mutual promises and covenants contained in this Agreement, Silex and Licensee, intending to be legally bound, agree as follows:

1. License Grant. Exclusively in conjunction with Licensee's development and sale of products containing a Renesas RZ/A2M MPU and Silex SX-SDMAC module ("Approved Equipment"), Silex grants Licensee a non-exclusive, non-sublicensable, revocable license under the copyright rights of Silex or its licensor to use and distribute the Program in object code format only as part of Approved Equipment provided that Licensee requires the recipients to enter into a binding license agreement which includes restrictions on the disclosure and use of the Program substantially consistent with this Agreement (including, but not limited to restrictions against reverse engineering, decompiling or disassembling such Program). The Software licensed under this Agreement excludes files and groups of files that are governed by a separate license agreement ("Excluded Code"). Software licensed under GPL, BSD or other open source licenses is Excluded Code unless agreed by Licensor otherwise in writing. Silex and its licensor reserve all rights not expressly granted to Licensee.

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5. Feedback. Licensee may from time to time provide Silex with feedback or ideas regarding the Software ("Feedback"). To the extent that Licensee provides such Feedback, Licensee hereby grants to Silex an nonexclusive, perpetual, irrevocable, sublicensable, worldwide, royalty-free, and unrestricted right and license to fully use, practice and exploit such Feedback.

6. Confidentiality. "Confidential Information" means: (i) any information disclosed by Silex to Licensee, either directly or indirectly, by any means (whether in writing, orally or visually, or by permitting inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment)), provided such information is designated as "Confidential", "Proprietary" or some similar designation at the time of disclosure, and (ii) the Software, whether or not so designated. Confidential Information does not, however, include any information that Licensee demonstrates: (a) is legally and publicly available, other than through a breach of Licensee's obligations under this Section 6 (Confidentiality), (b) Licensee received, without an obligation of confidentiality, from a third party that was entitled so to disclose it, or (c) is independently developed by Licensee without use of or reference to Confidential Information. Nothing in this Agreement will prevent Licensee from disclosing Confidential Information to the extent Licensee is required

by law to disclose such Confidential Information, provided Licensee gives Silex prompt written notice of that requirement prior to such disclosure and cooperates with Silex's efforts to obtain an order protecting the information from public disclosure.

6.1 Non-use and Non-disclosure. Licensee agrees not to disclose Confidential Information other than to Licensee's employees who have a need to know to exercise the rights and licenses granted to Licensee herein, and not to use Confidential Information other than in the exercise of such rights and licenses. Licensee agrees that prior to any disclosure by Licensee of Confidential Information to an employee, Licensee will have entered into a written non-disclosure agreement with such person, containing terms at least as strict as those contained in this Section 6. Licensee may not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Confidential Information and that are provided hereunder.

6.2 Maintenance and Return of Confidential Information. Licensee agrees to take reasonable measures to protect the secrecy of and avoid the unauthorized disclosure or use of Confidential Information, including at least those measures that Licensee takes to protect its own most highly confidential information. Licensee may not make any copies of Confidential Information except as expressly permitted by this Agreement or as approved by Silex in advance, in writing. Licensee must reproduce all proprietary right notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Licensee agrees to promptly return to Silex or destroy, at Silex's request, all copies of Confidential Information, in whatever form or media, and to certify to Silex in writing that it has done so.

7. Termination. Upon any violation of any of the provisions of this Agreement, Licensee's rights to use the Software will automatically and immediately terminate and Licensee shall destroy all copies of the Software, and certify to Silex in writing that Licensee has done so.

8. No Warranty; Limitation of Liability. THE SOFTWARE IS PROVIDED AS-IS, AND SILEX MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND YOU USE THE SOFTWARE AT YOUR OWN RISK. NOTWITHSTANDING ANY OTHER AGREEMENT BETWEEN THE PARTIES, SILEX SHALL HAVE NO INDEMNIFICATION OR DEFENSE OBLIGATIONS ARISING FROM THE SOFTWARE OR ANY OUTPUT OR RESULTS BASED ON THE USE OF THE SOFTWARE. SILEX WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES OF ANY KIND, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHERWISE, ARISING IN CONNECTION WITH THE SOFTWARE. SILEX'S TOTAL, CUMULATIVE LIABILTY FOR ANY CLAIM OR CAUSE OF ACTION ARISING HERE UNDERWILL NOT EXCEED THE AMOUNTS RECEIVED BY SILEX FOR THE SOFTWARE PROVIDED TO LICENSEE HEREUNDER. THESE LIMITATIONS AND DISCLAIMERS REFLECT THE PARTIES' REASONABLE ALLOCATION OF THE RISKS ASSOCIATED WITH ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, AND ARE INCLUDED IN THIS AGREEMENT AS A MATERIAL INDUCEMENT FOR SILEX TO ENTER INTO THIS AGREEMENT.

9. Indemnity. You agree to fully defend and indemnify Silex from any and all claims, liabilities, and costs (including reasonable attorney's fees) related to (i) your use of the Software, or (ii) your violation of the terms and conditions of this Agreement.

10. Export. Licensee shall not export or re-export the whole or any part of the Software, directly or indirectly, in violation of any applicable laws and regulations.

11. High Risk Applications. The Software is not designed or warranted for use with components other than a Renesas RZ/A2M MPU and Silex SX-SDMAC module. The Software is not warranted by Silex for use in developing, or for incorporation into, products or services used in applications or environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Notwithstanding any other

provision of this Agreement, You may not use or permit any third party to use the Software in connection with any High Risk Activities. You assume all risk of such uses, and if You or your customers (at any tier) use or permit the use of any such item(s) in connection with High Risk Activities, You agree to indemnify, defend and hold Silex harmless from all claims, expenses and liability arising as a result of such use.

12. Equitable Remedies. You hereby acknowledge that your breach of this Agreement may cause immediate and irreparable damage to Silex for which there may be no adequate remedy at law, and hereby agree that Silex shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Japan without regard to principles of conflict of laws. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Osaka District Court of Japan.

14. General. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect. The parties agree to negotiate in good faith substitute provisions, which reflect the parties' intent when entering into this Agreement. This Agreement may not be assigned or transferred by Licensee, voluntarily, by operation of law or otherwise, without Silex's prior written consent. No provision of this Agreement is intended or will be construed to confer upon or give to any person or entity other than Licensee any rights, remedies or other benefits under or by reason of this License. The failure of either party to enforce at any time, or for any period of time, the provision hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision. This Agreement is intended as the complete agreement between the parties and shall supersede all prior agreements (written or oral) with respect to the subject matter hereof, and may be modified only in a writing signed by both parties.

--- 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.

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

Embedded Software License Agreement

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 "Licensee") on the other.

RECITALS

WHEREAS, Licensee desires to use certain of the REL's software with REL's semiconductor products; and

WHEREAS, REL desires to grant to Licensee 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) "Confidential Information" means any information of a business, financial or technical nature disclosed by REL to Licensee, 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 Licensee 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 Licensee 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 and any copies thereof ("Developed Copies"), whether or not specifically marked or indicated to be confidential, shall be deemed to be the Confidential Information

(2) "Customer Hardware Product" means a hardware product made by Licensee's Customer incorporating the REL Product.

(3) "Customer Program" means the program which operates with the REL Product and the Driver Program.

(4) "Licensed Software" means the program and the related materials as defined below.

(a) the driver programs which have the functions of controlling peripheral incorporated in the REL Product, furnished in source code or library form ("Driver Program") and the sample program furnished in source code form for reference in connection with use of the Driver Program ("Sample Program") (the Driver Program and the Sample Program are hereinafter collectively referred to as the "Program"; the name of the Program indicated at REL's website: [https://www.renesas.com/rdp]).

(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").

(5) "Licensee's Customer" means a licensee's customer to whom Licensee sublicenses the Licensed Software together with the Licensee's Program.

(6) "Licensee's Program" means a program, to be created by Licensee, which operates with the REL Product and the Driver Program and is to be licensed to Licensee's Customer.

(7) "Open Source Code" means free software, open source software or other components which are subject to Open Source Terms.

(8) "Open Source Terms" means specific license terms which are applied to Open Source Code.

(9) "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.

(10) "REL Product" means Renesas Electronics Corporation's [RZ/A series LSI].

(11) "Silex" means silex technology, Inc., which owns copyright and other intellectual property right of Silex Program.

(12) "Silex Program" means wireless driver program for SX-SDMAC Wi-Fi module developed by Silex.

(13) "Software Package" means a package of software, containing (i) Licensed Software and (ii) Silex Program and accompanying documentation; the name of the Software Package is indicated at REL's website [xxx].

Article 2 (GRANTS OF LICENSE)

1. Subject to the terms and conditions of this Agreement, REL hereby grants to Licensee a non-exclusive, non-transferable and royalty-free right to carry out the acts as follows:

    (1) to install the Program into hard-discs of a computer owned or controlled by the Licensee solely for the purpose of creating and evaluating the Licensee's Program;

    (2) to use and copy the Program, and modify Program provided in source code form, solely for the purpose of creating and evaluating the Licensee's Program;

    (3) to copy the Program (including Program modified according to Sub-Section (2) above) and distribute it to Licensee's Customer solely for the purpose of sublicensing to the Licensee's Customer pursuant to Article 2.2; and

(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. Subject to the terms and conditions of this Agreement, Licensee may sublicense, only to the Licensee's Customer and together with license of the Licensee's Program, the right to carry out the acts as follows:

    (1) to install the Program into hard-discs of a computer owned or controlled by the Licensee's Customer solely for the purpose of (i) using together with the REL Product and (ii) creating the Customer Program;

    (2) to copy and modify the Program (modification shall be only permitted for Program provided in source code form) solely for the purpose of creating the Customer Program;

    (3) to use and copy the Program (including Program modified according to Sub-Section (2) above) in object code form solely for the purpose of incorporating together with the Customer Program into Customer Hardware Product;

    (4) to distribute or sell the Customer Hardware Product; and

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

3. In case where Licensee sublicenses the right prescribed in Article 2.2, Licensee shall cause the Licensee's Customer comply with the terms and conditions of this Agreement and Licensee shall be fully liable for any acts or omissions of the Licensee's Customer (including with respect to any breach of this Agreement or a sublicense agreement) to the same extent as if such acts or omissions were performed by Licensee and defend, indemnify and hold harmless REL from and against any and all claims or liabilities arising out of or relating to the use or misuse of the Licensed Software by the Licensee's Customer.

4. Except for the rights expressly granted herein, Licensee shall not assign, lease or transfer the possession of the Licensed Software or Developed Copies to any third party. Licensee shall not assign or offer the license granted under this Article 2 as security in any transaction.

5. Licensee acknowledges and agrees that Silex Program is enclosed in a Software Package and Licensee is granted rights to use Silex Program from Silex by agreeing to "Software License Agreement" ("Silex Terms"), which is provided to Licensee with this Agreement. Licensee shall agree Silex Terms before accessing to the whole or the part of the Silex Program and accompanying documentation. REL does not grant any right with respect to Silex Program and accompanying documentation, except right to use Program in combination with Silex Program, and shall not be liable for Licensee's use of Silex Program. Licensee shall defend, indemnify and hold harmless REL from and against any costs, damages, liabilities and fees arising out of Licensee's and/or Licensee's Customer's use of Silex Program.

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

Article 3 (PROHIBITIONS)

1. Except for the rights expressly granted herein, Licensee shall not (i) remove, obliterate or modify any copyright, trademark or other proprietary notice or mark appearing on the Licensed Software by REL and/or its licensors; (ii) use, copy or modify all or any portion of the Licensed Software; (iii) decompile, disassemble, decode, reproduce, reverse engineer or modify Program provided in object code form; (iv) distribute or sublicense the Licensed Software, in whole or in part, to any third parties; (v) use the Licensed Software in such a manner as to make the Licensed Software (except for Open Source Code) to be an open source; or (vi) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement.

2. Licensee acknowledges and agrees that the Licensed Software may incorporate Open Source Code, be incorporated into Open Source Code or be provided in conjunction with Open Source Code. Notwithstanding any provisions of this Agreement, Licensee shall comply with Open Source Terms which are expressed in the Licensed Software. Licensee agrees that REL shall not be liable to Licensee for Licensee's breach of Open Source Terms and/or Licensee's use of Open Source Code. Licensee also agrees that Licensee may be required to agree additional terms ("Additional Terms") before start accessing to the whole or the part of the Licensed Software. If there were conflicts between Additional Terms and the provisions of this Agreement, Additional Terms shall prevail.

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

Article 4 (DISCLAIMER; LIMITATION OF LIABILITY)

1. REL DELIVERS THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND REL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PACKAGE OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, EFFICIENCY, ACCURACY OR COMPLETENESS. IN ADDITION, REL EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE SOFTWARE PACKAGE OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. REL FURTHER DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT (i) LICENSED SOFTWARE WILL OPERATE CORRECTLY, WHEN USED IN COMBINATION WITH LICENSEE'S PROGRAM AND ANY EQUIPMENT, DEVICE OR PROGRAM CHOSEN BY LICENSEE; AND THAT (ii) LICENSED SOFTWARE WILL BE FIT FOR LICENSEE'S ANY PARTICULAR PURPOSE. THE WARRANTIES STATED HEREIN ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY REL, INCLUDING STATUTORY RESPONSIBILITY HELD BY REL RELATED TO DEFECT WARRANTY.

2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, REL SHALL NOT BE LIABLE TO LICENSEE (OR ANY PERSON CLAIMING RIGHTS DERIVED FROM LICENSEE'S RIGHTS) FOR LICENSEE'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.

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

Article 5 (OWNERSHIP BY REL)

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2. When making each of the Developed Copies, Licensee shall reproduce the Licensed Software as authorized herein and in whole, provided, however, that Licensee shall take necessary measures for the protection of the right of REL and/or its licensor in case where it is difficult for Licensee to reproduce the trademark or other proprietary notice or mark appearing on the Licensed Software.

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

Article 6 (CLAIM FROM THIRD PARTIES)

1. REL is not responsible nor liable for any claims, demands, actions, liabilities or losses by third parties (including but not limited to Licensee's Customers) arising out of or relating to Licensee's use or misuse of the Software Package.

2. Licensee shall promptly notify REL of claims, actions or litigations relating to the rights relating to the Software Package.

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

Article 7 (CONFIDENTIALITY)

1. Licensee shall keep all Confidential Information which Licensee 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. The confidentiality obligations herein shall not apply to any information which:

   (1) is in the public domain or is already in lawful possession of Licensee at the time of disclosure under this Agreement;

   (2) becomes publicly available through no fault of Licensee and without breach of this Agreement;

   (3) is rightfully obtained by Licensee from a third party without restrictions on its disclosure; or

   (4) is subsequently developed independently by employees of Licensee without reference to the Confidential Information;

3. Licensee 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.

4. Licensee 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.

5. Notwithstanding Article 7.1, Licensee is allowed to disclose the Confidential Information to Licensee's Customer to the extent necessary for the sublicense of the right prescribed in Article 2.2, provided, however that Licensee shall comply with Article 2.3.

6. Notwithstanding Article 7.1, Licensee is allowed to disclose the Confidential Information in case where Licensee is required to disclose such Confidential Information 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.

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

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

Article 8 (TERM OF AGREEMENT)

1. This Agreement shall become effective upon Licensee's acceptance of the terms and conditions of this Agreement and shall remain in force until (i) the termination according to Article 9 or (ii) either party receives a written notice for cancellation of this Agreement from the other party.

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.

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 Licensee breaches any one of the terms of this Agreement and fails to remedy such breach within thirty (30) days after a written notice is given to remedy the breach;

2. if Licensee 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;

3. if Licensee is in arrears with taxes and receives order of coercive collection of taxes;

4. if bills and checks Licensee has issued or accepted are declared dishonored; or Licensee is ordered to suspend transaction by a clearing house;

5. if Licensee has made a resolution to decrease its capital, close down or change its business, dissolve, merge, transfer its business or change its organization;

6. if Licensee has undergone proceedings by competent authorities resulting in cessation of business or cancellation of its business license or business registration;

7. if Licensee is otherwise engaged in a faithless deed; or

8. if Licensee'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, Licensee shall (i) immediately stop and have Licensee's Customers 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 fifteen (15) 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. Licensee represents and warrants that Licensee 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. Licensee also represents and warrants 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. Furthermore, Licensee represents and warrants that Licensee 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 (High Risk Applications)

The Software Package is not designed or warranted for use with components other than a Renesas RZ/A2M MPU and Silex SX-SDMAC module. The Software Package is not warranted by REL for use in developing, or for incorporation into, products or services used in applications or environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure and/or defect of the Software Package could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Notwithstanding any other provisions of this Agreement, Licensee may not use or permit any third party to use the Software Package in connection with any High Risk Activities. Licensee assume all risk of such uses, and if Licensee or Licensee's customers (at any tier) use or permit the use of any such item(s) in connection with High Risk Activities, Licensee shall defend, indemnify and hold harmless REL from and against any costs, damages, liabilities and fees arising out of such use.

Article 13 (GENERAL)

1. Licensee 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 14 (GOVERNMENTAL RIGHT)

If Licensee is, or are entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Licensed Software is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Licensed Software are governed by the terms of this Agreement.

Article 15 (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.