GRAPHICS PACKAGE FOR RZ MPU
SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "**Agreement**") is entered into and made effective as of the Effective Date, by and between:

"**Renesas**"

Renesas Electronics Corporation, a Japanese corporation having a principal place of business at 2-24, 3chome, Toyosu, Koto-ku, Tokyo 135-0061, Japan; and

"**Licensee**"

Both the individual installing the Licensed Software and the company or other legal entity on behalf of which such individual is acting.

IT IS IMPORTANT THAT LICENSEE READS CAREFULLY AND UNDERSTANDS THIS AGREEMENT.

BY CLICKING THE "I ACCEPT" BUTTON LOCATED ON THIS PAGE, 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, (I) LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT AND (II) A CONTRACT WILL BE FORMED BETWEEN LICENSEE AND RENESAS CONSISTING OF THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, LICENSEE SHALL EXIT WITHOUT DOWNLOADING THE SOFTWARE. IF LICENSEE IS ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, "LICENSEE" SHALL ALSO CONTAIN THE COMPANY OR LEGAL ENTITY.

1. **DEFINITIONS**.

1.1. "**Contractor**" means a contractor that assists or supports Licensee in the development of End Products, including the incorporation, integration, and embedding of the Products and the Embedded Software in or with the End Product, for Licensee.

1.2. "**Documentation**" means the User's Manual for installation and use of the Licensed Software identified in Exhibit A.

1.3. "**Effective Date**" means the date on which Renesas (or its agent) notifies the Licensee in writing (including via e-mail) that Renesas agrees to enter into the terms of this Agreement with Licensee.

1.4. "**End Product**" means any of Licensee's components, products, devices, or systems that are manufactured by or on behalf of the Licensee and that operate, incorporate, integrate, or embed Products and the Licensed Software.

1.5. "**Licensed Software**" means the software identified in Exhibit A, and any updates provided by Renesas.

1.6. "**Products**" means the Renesas products set forth in Exhibit A.

1.7. "**Support Period**" means the period of 12 (twelve) months following the Effective Date.

2. **LICENSE**.

2.1. **Limited License**. Subject to and conditioned on the terms and conditions of this Agreement, Renesas hereby grants to the Licensee a limited, worldwide, non-exclusive, non-transferable, sublicensable (solely as set forth in Section 2.3), royalty-free license during the term of this Agreement: (a) to use and copy the Licensed Software solely in connection with Licensee's use and operation of a Product purchased by Licensee from Renesas to design and develop an End Product, including, if applicable, incorporating, integrating, or embedding the Licensed Software in or with an End Product; (b) to distribute the Licensed Software to Licensee's distributors and customers; and (c) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Subsections (a) and (b) above.

2.2. **Restrictions**. Licensee hereby acknowledges and agrees that Licensee will not use or copy the Licensed Software except as expressly set forth in Section 2.1, and that Licensee will use the Licensed Software in accordance with all applicable laws, rules, and regulations. Except as expressly provided in Section 2.1, Licensee will not, and will not permit any third party to: (a) copy, or allow any third party to copy, all or any portion of the Licensed Software; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by mandatory law that is applicable notwithstanding a contractual obligation to the contrary) the object code portion of the Licensed Software; (c) modify, translate, or create any derivative works based upon the portion of the object code portion of the Licensed Software; (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software; (f) release the results of benchmark tests or other comparisons of the Licensed Software with other software or materials; (g) permit the Licensed Software to be used for purposes of or in connection with services or arrangements for processing data or other information or for providing services on behalf of any third party; or (h) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement.

2.3. **Limited Sublicense to Contractors**. Licensee may sublicense its rights pursuant to Section 2.1 solely to a Contractor. Any such sublicense of Licensee's rights to a Contractor shall be pursuant to an enforceable written agreement that (i) contains terms substantially similar to the terms of this Agreement, (ii) does not contain terms that are inconsistent with those set forth in this Agreement, and (iii) identifies Renesas as an intended third party beneficiary of such agreement and grants Renesas the right to enforce any and all obligations of the Contractor thereunder to the same extent as if Renesas was a party to such agreement. Licensee shall cause Contractors to comply with all of the terms and conditions of this Agreement and Licensee shall be fully liable for any acts or omissions of Contractors (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.

2.4. **Feedback**. If Licensee choses to provide feedback, suggestions, comments, ideas, know-how or other information to Renesas regarding the features, functionality, or other aspects of the Licensed Software, including without limitation identifying errors and potential improvements ("**Feedback**"), Licensee hereby assigns, and agrees to assign to Renesas, all right, title and interest in and to the Feedback to Renesas without compensation.

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2.6. **Ownership by Renesas**. Renesas and its licensors will own all right, title and interest in and

to the Licensed Software and any derivative works thereof, including all intellectual property rights thereto, subject only to the limited license set forth in this Agreement. Licensee shall not acquire or own any other rights, express or implied, in the Licensed Software other than those rights expressly granted under this Agreement.

2.7. **Open Source Software**. Licensee acknowledges and agrees that the Licensed Software may contain certain open source software subject to the terms and conditions of the applicable open source licenses. Licensee acknowledges and agrees that Licensee's use of such open source software is governed by the applicable open source license terms and that, subject to applicable law, Renesas has no obligation or liability with respect to such open source software under this Agreement. In addition, Licensee will not (and will not permit any third party to) use any open source software in a manner that would require the Licensed Software (or any portion thereof) to be distributed or made available free of charge, in source code form, or under any open source license terms. To the extent that any of the terms and conditions of this Agreement that govern Licensee's use of the Licensed Software conflict with, or are in addition to, the terms and conditions of any open source software, the conflicting or additional terms and conditions will not apply to such open source software and the terms and conditions of the applicable open source software will take precedence.

2.8. **Additional Terms and Conditions.** Renesas' licensors may impose additional conditions on Licensee's use of some or all of the Licensed Software. Any such additional conditions are identified in Exhibit A. Licensee acknowledges any such additional conditions and agrees to comply with them.

3. **CONFIDENTIALITY**.

3.1. **Confidential Information**. "**Confidential Information**" means any non-public information in written, oral, graphic, electronic, or machine-readable form which is furnished by Renesas and which is marked as confidential or proprietary or provided under circumstances reasonably indicating it is confidential or proprietary. Without limiting the generality of the foregoing, Confidential Information shall include the Licensed Software in source code form and the Documentation.

3.2. **Restrictions**. Licensee shall maintain the Confidential Information in confidence and use the Confidential Information only as required to exercise Licensee's rights or perform Licensee's obligations under this Agreement. Without limiting the generality of the foregoing, Licensee agrees (a) to instruct and contractually require all of its employees and Contractors who have access to the Confidential Information to maintain the confidentiality thereof in a manner consistent with this Agreement, (b) to exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as Licensee would exercise to safeguard its own confidential and/or proprietary information, and (c) to disclose the Confidential Information only to those of its employees and Contractors that have a "need to know" such Confidential Information for the purposes of this Agreement and who are bound by obligations of confidentiality no less restrictive than those in this Section.

3.3. **Exclusions**. Notwithstanding the foregoing, the restrictions on use and disclosure will not apply to any information which, Licensee can clearly demonstrate by its contemporaneous written records, (a) is or becomes publicly known through no act of Licensee, its employees, or its Contractors; (b) Licensee rightfully received from a third party that owes no obligations of confidentiality in respect thereof; (c) was already known to Licensee prior to the time of disclosure; (d) is independently developed by Licensee without reference to or use of the Confidential Information; or (e) Renesas consents to disclosure by prior written approval.

3.4. **Required Disclosure**. If Licensee is requested or required by any legal or investigative process to disclose any Confidential Information, Licensee will provide Renesas with prompt prior notice

of each such request and the information requested and cooperate with Renesas to seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, Licensee will disclose only such information that Renesas and Licensee agree that Licensee is legally required to disclose.

4. **RECORDS AND AUDIT RIGHTS**. Licensee shall keep and maintain complete and accurate books, records and accounts relating to this Agreement and shall implement such internal controls as are reasonably required to verify continuing full compliance with this Agreement. Renesas shall have the right, from time to time, to audit, or have an independent auditor audit Licensee to verify Licensee's compliance with the terms and conditions of this Agreement. Any such audit shall be at Renesas' expense; provided that if such audit reveals non-compliance with Section 2 of this Agreement, or any other material breach of this Agreement, Licensee shall promptly pay to Renesas all costs and expenses of such audit.

5. **TERM AND TERMINATION**.

5.1. **Term**. This Agreement will commence on the Effective Date and continue in effect for a period of one (1) year, and thereafter shall be automatically extended on a year-to-year basis unless or until either party gives the other a written notice of termination at least three (3) months prior to the expiration date of the original or each extended period of this Agreement.

5.2. **Termination for Default**. In the event of a material breach by either party of this Agreement, the non-breaching party may immediately terminate this Agreement. Notwithstanding anything herein to the contrary, in the event Licensee breaches any provision in Section 2 or Section 3 of this Agreement, or if Licensee takes any action in derogation of Renesas' rights in and to the Licensed Software, Renesas may immediately terminate this Agreement.

5.3. **Effect of Termination**. Upon any termination of this Agreement, the license and rights granted to Licensee under this Agreement will terminate, Licensee will cease all use of the Licensed Software, and Licensee will destroy all copies of the Licensed Software, any other Confidential Information, and all related materials in Licensee's possession or control, and, at Renesas' request, so certify to Renesas. Without limiting the generality of the foregoing, termination of this Agreement will not terminate or otherwise affect Licensee's End Product customers' rights with respect to End Products sold to such customers prior to such termination. The following Sections will survive any termination of this Agreement: 1, 2.2, 2.4, 2.6, 2.7, 2.8, 3, 4, 5, 7, 8, and 9.

6. SUPPORT.

6.1. **Support Service.** If, during the Support Period, Licensee finds that that the Licensed Software does not conform to the written specifications in the Documentation ("non-Conformance"), Renesas will, at its option acting in its sole discretion, either repair the Licensed Software or provide an available replacement software for the Licensed Software during the Support Period, provided that all of the following conditions have been satisfied: (a) Licensee promptly notifies Renesas of any non-Conformance upon discovery of such non-Conformance (but in no event later than ten (10) days following the end of the Support Period); (b) Licensee provides sufficient information about any alleged non-Conformance to allow Renesas to determine the existence and cause of such alleged non-Conformance; and (c) Renesas determines that the alleged non-Conformance was not caused by misuse, abuse, vandalism, neglect, improper operation or installation, unauthorized modification or alteration, accident or damage due to causes not within the control of Renesas or its distributor, or equipment or other devices not provided to Licensee by Renesas or its distributor in its capacity as such. Without limiting Section 2.2, Renesas will have no obligations under this Section 6.1 for Licensed Software that

Licensee has modified in any way. THIS SUPPORT SERVICE IS EXTENDED TO LICENSEE ONLY AND (WITHOUT LIMITING SECTION 2.2) IS NOT TRANSFERABLE TO SUBSEQUENT USERS OF THE PROGRAM. THIS SECTION 6.1 STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMANCE, AND RENESAS WILL HAVE NO LIABILITY TO LICENSEE WITH RESPECT THERETO.

7. REPRESENTATIONS & WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.

7.1. **Authority**. Each party represents, warrants and covenants to the other party that: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, if applicable; and (b) in case of Licensee, the individual accepting the click-through and installing the Licensed Software has the power, authority and legal right to enter into this Agreement on behalf of Licensee; and (c) this Agreement, when executed and delivered by the representing and warranting party in accordance with the terms of this Agreement, will be the legal, valid, and binding obligation of such party, and enforceable in accordance with its terms.

7.2. **DISCLAIMER**. THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND RENESAS MAKES NO, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Except as otherwise prohibited by applicable law, Renesas does not warrant that the operation of the Licensed Software will be uninterrupted or error-free.

7.3. **LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT WILL RENESAS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS, CUSTOMERS, USE, PROFITS, REVENUE, SAVINGS OR DATA, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY LICENSEE OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND EVEN IF RENESAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE; AND (B) IN NO EVENT WILL RENESAS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE LICENSED SOFTWARE OR OTHER SUBJECT MATTER HEREOF EXCEED ZERO DOLLARS ($0). The parties acknowledge that the limitations of liability in this Section 7.3 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Renesas would not have entered into this Agreement.

8. INDEMNIFICATION.

Licensee shall indemnify, defend, and hold harmless Renesas and its affiliates and its and their officers, directors, shareholders, employees, agents, licensors, distributors and suppliers from and against any and all claims, demands, actions, losses, liabilities, settlements, expenses (including without limitation attorneys' fees and other costs of litigation), and causes of action arising out of or relating to Licensee's use or misuse of the Licensed Software or Licensee's breach or alleged breach of this Agreement.

9. **GENERAL**.

9.1. **Entire Agreement**. This Agreement, together with its Exhibits, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes and replaces all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral, between the parties. Any modification of this Agreement will be effective only if made in writing and signed by authorized representatives of the parties. It is expressly agreed that any terms appearing on the face or reverse side of any form, including an invoice, order form, acknowledgement or confirmation, that are different from or in addition to the terms provided in this Agreement are not binding on the parties, even if signed and returned, and the parties object to any such different or additional terms. Any offer by either party and any acceptance of such an offer by the other party is limited to the terms in this Agreement only, and each party's acceptance of any offer is expressly made conditional on assent to the terms of this Agreement.

9.2. **Exclusion of Terms**. The parties hereby acknowledge and agree that any provisions of any law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("**UCITA**") will not be applicable to this Agreement. Furthermore, both parties waive any and all rights arising from any such law. The provisions of the United Nations Convention on the International Sale of Goods will not apply.

9.3. **Governing Law and Dispute Resolution**. This Agreement will be governed by and construed in accordance with the laws of Japan without giving effect to any choice of law rule that would cause the application of the laws of any other country. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled under the Commercial Arbitration Rules of the Japan Commercial Arbitration Association in accordance with those rules. The arbitration shall take place in Tokyo, Japan and proceedings will be in the English language. The arbitration award shall be final and binding upon the parties. Any proceedings or awards resulting from arbitration hereunder shall be confidential information; provided, however, that a party shall not be precluded from obtaining enforcement of an award by a court of competent jurisdiction. Notwithstanding anything to the contrary above and irrespective of the tribunal's powers to order interim or conservatory measures, either party may bring court proceedings in any court having jurisdiction to seek an injunction, specific performance, or other equitable relief to enforce any right or obligation under this Agreement. The parties agree that no bond need be posted to obtain injunctive or equitable relief, but if required by law or the court, the parties consent to a bond in the lowest amount permitted by law.

9.4. **Assignment**. Licensee may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by merger, change of control, operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Renesas. Any purported assignment, transfer or delegation by Licensee will be null and void. Renesas may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

9.5. **Remedies**. The rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by applicable law or at equity.

9.6. **Equitable Relief**. Licensee recognizes that the covenants contained in Section 2 and Section 3 hereof are reasonable and necessary to protect the legitimate interests of Renesas, that Renesas would

not have entered into this Agreement in the absence of such covenants, and that Licensee's breach or threatened breach of such covenants shall cause Renesas irreparable harm and significant injury, the amount of which shall be extremely difficult to estimate and ascertain, thus, making any remedy at law or in damages inadequate. Therefore, Licensee agrees that Renesas shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief Renesas deems appropriate, without the necessity of posting of any bond or security. This right shall be in addition to any other remedy available to Renesas in law or equity.

9.7. **Waiver**. None of the conditions of this Agreement will be considered waived unless such waiver is in writing and signed by the waiving party. No such waiver will be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

9.8. **Partial Invalidity**. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity.

9.9. **Notices**. Any written notices to be given hereunder by either party will be deemed effective upon personal delivery or upon mailing the notice to the party to be served at the address as stated above and in the case of Licensee, e-mail address provided to Renesas in connection with Licensee's acceptance of the terms of this Agreement.

9.10. **Relationship of Parties**. Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

9.11. **Export Administration**. Licensee represents, warrants, and covenants that Licensee will not use the Licensed Software for the purposes of disturbing international peace and security, including (i) the design, development, production, stockpiling or use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles, (ii) the other military activities, or (iii) any use supporting these activities. Licensee further represents, warrants, and covenants that Licensee shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Licensed Software to any third party, whether directly or indirectly, with knowledge or reason to know that the third party or any other party will engage in the activities described above. Licensee further represents, warrants, and covenant that Licensee will comply fully with all relevant export laws and regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, Licensee will not, and Licensee will require Licensee's representatives not to, export, direct or transfer the Licensed Software, or any direct product thereof, to or use the Licensed Software in any destination, person or entity restricted or prohibited by the Export Controls. Licensee represents and warrants that Licensee is not such a person and is not located in, under the control of, or a national or resident of any such destination or entity.

9.12. **Elimination of Anti-Social Forces.** Renesas may terminate this Agreement at any time without any prior notification in the event that Licensee's affiliates, employees, directors or officers are found to: (a) belong to, or be otherwise involved in, organized crime groups, racketeers or any other entity related to organized crime group ("**Anti-Social Forces**"); (b) provide funds, or provide services, to any Anti-Social Forces; (c) have any other relationship with any Anti-Social Forces; or (d) use threatening behavior or violence in business transactions, disseminate false information, employ fraudulent means or methods that obstruct the business operations of Renesas, or use any other behavior that is similar to these actions. Where this Agreement is terminated for a reason set out in this provision,

Renesas is not responsible for any losses or damages suffered by you as a result of such termination.

9.13. **Government Rights**. 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.

9.14. **Interpretation**. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular. Unless otherwise specifically stated, references to Sections refer to sections in the main body of this Agreement and the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph. The words "include," "includes," "including" and derivative forms of them will be deemed followed by the phrase "without limitation" regardless of whether such phrase appears there (and with no implication being drawn from its inconsistent inclusion or non-inclusion). Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This Agreement will not be construed against any party by reason of its preparation.

Exhibit A

- **Licensed Software**

Name	Part Numbers
・OpenGL ES Library(object code) ・OpenGL ES Driver（OSS source code） ・Vulkan Library(object code) ・Vulkan Driver（OSS source code）	Software Package for AOSP 14 (RTK0EF0188Z57001ZJ)

- **Documentation**

  - User's Manual: Software Package for AOSP 14: User's Manual: Software
    - User's Manual is distributed apart from the Licensed Software

- **Additional Terms and Conditions**

1. OpenGL ES Library, OpenGL ES Driver, Vulkan Library and Vulkan Driver
   - Licensee acknowledges and agrees that the OpenGL ES Library and Vulkan Library include the technology of ARM LIMITED ("ARM");
   - Licensee acknowledges and agrees that ARM is a third party beneficiary of this Agreement and as such, ARM shall be entitled to bring an action against Licensee for any breaches of this Agreement which cause damage to ARM; and
   - Open GL ES Driver and Vulkan Driver are open source software and is distributed pursuant to the applicable open source license terms described in the source code.

- **Products**

  - RZ/G3E (R9A09G047E58GBG, R9A09G047E48GBG, R9A09G047E38GBG, R9A09G047E28GBG, R9A09G047E57GBG, R9A09G047E47GBG, R9A09G047E37GBG, R9A09G047E27GBG)

VIDEO CODEC PACKAGE FOR RZ MPU
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"**Renesas**"

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"**Licensee**"

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1.4. "**End Product**" means any of Licensee's components, products, devices, or systems that are manufactured by or on behalf of the Licensee and that operate, incorporate, integrate, or embed Products and the Licensed Software.

1.5. "**Licensed Software**" means the software identified in Exhibit A, and any updates provided by Renesas.

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2. **LICENSE**.

2.1. **Limited License**. Subject to and conditioned on the terms and conditions of this Agreement, Renesas hereby grants to the Licensee a limited, worldwide, non-exclusive, non-transferable, sublicensable (solely as set forth in Section 2.3), royalty-free license during the term of this Agreement: (a) to use and copy the Licensed Software solely in connection with Licensee's use and operation of a Product purchased by Licensee from Renesas to design and develop an End Product, including, if applicable, incorporating, integrating, or embedding the Licensed Software in or with an End Product; (b) to distribute the Licensed Software to Licensee's distributors and customers; and (c) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Subsections (a) and (b) above.

2.2. **Restrictions**. Licensee hereby acknowledges and agrees that Licensee will not use or copy the Licensed Software except as expressly set forth in Section 2.1, and that Licensee will use the Licensed Software in accordance with all applicable laws, rules, and regulations. Except as expressly provided in Section 2.1, Licensee will not, and will not permit any third party to: (a) copy, or allow any third party to copy, all or any portion of the Licensed Software; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by mandatory law that is applicable notwithstanding a contractual obligation to the contrary) the object code portion of the Licensed Software; (c) modify, translate, or create any derivative works based upon the portion of the object code portion of the Licensed Software; (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software; (f) release the results of benchmark tests or other comparisons of the Licensed Software with other software or materials; (g) permit the Licensed Software to be used for purposes of or in connection with services or arrangements for processing data or other information or for providing services on behalf of any third party; or (h) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement.

2.3. **Limited Sublicense to Contractors**. Licensee may sublicense its rights pursuant to Section 2.1 solely to a Contractor. Any such sublicense of Licensee's rights to a Contractor shall be pursuant to an enforceable written agreement that (i) contains terms substantially similar to the terms of this Agreement, (ii) does not contain terms that are inconsistent with those set forth in this Agreement, and (iii) identifies Renesas as an intended third party beneficiary of such agreement and grants Renesas the right to enforce any and all obligations of the Contractor thereunder to the same extent as if Renesas was a party to such agreement. Licensee shall cause Contractors to comply with all of the terms and conditions of this Agreement and Licensee shall be fully liable for any acts or omissions of Contractors (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.

2.4. **Feedback**. If Licensee choses to provide feedback, suggestions, comments, ideas, know-how or other information to Renesas regarding the features, functionality, or other aspects of the Licensed Software, including without limitation identifying errors and potential improvements ("**Feedback**"), Licensee hereby assigns, and agrees to assign to Renesas, all right, title and interest in and to the Feedback to Renesas without compensation.

2.5. **Delivery**. Renesas shall provide Licensee with the Licensed Software via electronic means.

2.6. **Ownership by Renesas**. Renesas and its licensors will own all right, title and interest in and

to the Licensed Software and any derivative works thereof, including all intellectual property rights thereto, subject only to the limited license set forth in this Agreement. Licensee shall not acquire or own any other rights, express or implied, in the Licensed Software other than those rights expressly granted under this Agreement.

2.7. **Open Source Software**. Licensee acknowledges and agrees that the Licensed Software may contain certain open source software subject to the terms and conditions of the applicable open source licenses. Licensee acknowledges and agrees that Licensee's use of such open source software is governed by the applicable open source license terms and that, subject to applicable law, Renesas has no obligation or liability with respect to such open source software under this Agreement. In addition, Licensee will not (and will not permit any third party to) use any open source software in a manner that would require the Licensed Software (or any portion thereof) to be distributed or made available free of charge, in source code form, or under any open source license terms. To the extent that any of the terms and conditions of this Agreement that govern Licensee's use of the Licensed Software conflict with, or are in addition to, the terms and conditions of any open source software, the conflicting or additional terms and conditions will not apply to such open source software and the terms and conditions of the applicable open source software will take precedence.

2.8. **Additional Terms and Conditions.** Renesas' licensors may impose additional conditions on Licensee's use of some or all of the Licensed Software. Any such additional conditions are identified in Exhibit A. Licensee acknowledges any such additional conditions and agrees to comply with them.

3. **CONFIDENTIALITY**.

3.1. **Confidential Information**. "**Confidential Information**" means any non-public information in written, oral, graphic, electronic, or machine-readable form which is furnished by Renesas and which is marked as confidential or proprietary or provided under circumstances reasonably indicating it is confidential or proprietary. Without limiting the generality of the foregoing, Confidential Information shall include the Licensed Software in source code form and the Documentation.

3.2. **Restrictions**. Licensee shall maintain the Confidential Information in confidence and use the Confidential Information only as required to exercise Licensee's rights or perform Licensee's obligations under this Agreement. Without limiting the generality of the foregoing, Licensee agrees (a) to instruct and contractually require all of its employees and Contractors who have access to the Confidential Information to maintain the confidentiality thereof in a manner consistent with this Agreement, (b) to exercise the same degree of care (but no less than reasonable care) to safeguard the Confidential Information as Licensee would exercise to safeguard its own confidential and/or proprietary information, and (c) to disclose the Confidential Information only to those of its employees and Contractors that have a "need to know" such Confidential Information for the purposes of this Agreement and who are bound by obligations of confidentiality no less restrictive than those in this Section.

3.3. **Exclusions**. Notwithstanding the foregoing, the restrictions on use and disclosure will not apply to any information which, Licensee can clearly demonstrate by its contemporaneous written records, (a) is or becomes publicly known through no act of Licensee, its employees, or its Contractors; (b) Licensee rightfully received from a third party that owes no obligations of confidentiality in respect thereof; (c) was already known to Licensee prior to the time of disclosure; (d) is independently developed by Licensee without reference to or use of the Confidential Information; or (e) Renesas consents to disclosure by prior written approval.

3.4. **Required Disclosure**. If Licensee is requested or required by any legal or investigative process to disclose any Confidential Information, Licensee will provide Renesas with prompt prior notice

of each such request and the information requested and cooperate with Renesas to seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, Licensee will disclose only such information that Renesas and Licensee agree that Licensee is legally required to disclose.

4. **RECORDS AND AUDIT RIGHTS**. Licensee shall keep and maintain complete and accurate books, records and accounts relating to this Agreement and shall implement such internal controls as are reasonably required to verify continuing full compliance with this Agreement. Renesas shall have the right, from time to time, to audit, or have an independent auditor audit Licensee to verify Licensee's compliance with the terms and conditions of this Agreement. Any such audit shall be at Renesas' expense; provided that if such audit reveals non-compliance with Section 2 of this Agreement, or any other material breach of this Agreement, Licensee shall promptly pay to Renesas all costs and expenses of such audit.

5. **TERM AND TERMINATION**.

5.1. **Term**. This Agreement will commence on the Effective Date and continue in effect for a period of one (1) year, and thereafter shall be automatically extended on a year-to-year basis unless or until either party gives the other a written notice of termination at least three (3) months prior to the expiration date of the original or each extended period of this Agreement.

5.2. **Termination for Default**. In the event of a material breach by either party of this Agreement, the non-breaching party may immediately terminate this Agreement. Notwithstanding anything herein to the contrary, in the event Licensee breaches any provision in Section 2 or Section 3 of this Agreement, or if Licensee takes any action in derogation of Renesas' rights in and to the Licensed Software, Renesas may immediately terminate this Agreement.

5.3. **Effect of Termination**. Upon any termination of this Agreement, the license and rights granted to Licensee under this Agreement will terminate, Licensee will cease all use of the Licensed Software, and Licensee will destroy all copies of the Licensed Software, any other Confidential Information, and all related materials in Licensee's possession or control, and, at Renesas' request, so certify to Renesas. Without limiting the generality of the foregoing, termination of this Agreement will not terminate or otherwise affect Licensee's End Product customers' rights with respect to End Products sold to such customers prior to such termination. The following Sections will survive any termination of this Agreement: 1, 2.2, 2.4, 2.6, 2.7, 2.8, 3, 4, 5, 7, 8, and 9.

6. SUPPORT.

6.1. **Support Service.** If, during the Support Period, Licensee finds that that the Licensed Software does not conform to the written specifications in the Documentation ("non-Conformance"), Renesas will, at its option acting in its sole discretion, either repair the Licensed Software or provide an available replacement software for the Licensed Software during the Support Period, provided that all of the following conditions have been satisfied: (a) Licensee promptly notifies Renesas of any non-Conformance upon discovery of such non-Conformance (but in no event later than ten (10) days following the end of the Support Period); (b) Licensee provides sufficient information about any alleged non-Conformance to allow Renesas to determine the existence and cause of such alleged non-Conformance; and (c) Renesas determines that the alleged non-Conformance was not caused by misuse, abuse, vandalism, neglect, improper operation or installation, unauthorized modification or alteration, accident or damage due to causes not within the control of Renesas or its distributor, or equipment or other devices not provided to Licensee by Renesas or its distributor in its capacity as such. Without limiting Section 2.2, Renesas will have no obligations under this Section 6.1 for Licensed Software that

Licensee has modified in any way. THIS SUPPORT SERVICE IS EXTENDED TO LICENSEE ONLY AND (WITHOUT LIMITING SECTION 2.2) IS NOT TRANSFERABLE TO SUBSEQUENT USERS OF THE PROGRAM. THIS SECTION 6.1 STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMANCE, AND RENESAS WILL HAVE NO LIABILITY TO LICENSEE WITH RESPECT THERETO.

7. REPRESENTATIONS & WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.

7.1. **Authority**. Each party represents, warrants and covenants to the other party that: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, if applicable; and (b) in case of Licensee, the individual accepting the click-through and installing the Licensed Software has the power, authority and legal right to enter into this Agreement on behalf of Licensee; and (c) this Agreement, when executed and delivered by the representing and warranting party in accordance with the terms of this Agreement, will be the legal, valid, and binding obligation of such party, and enforceable in accordance with its terms.

7.2. **DISCLAIMER**. THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND RENESAS MAKES NO, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Except as otherwise prohibited by applicable law, Renesas does not warrant that the operation of the Licensed Software will be uninterrupted or error-free.

7.3. **LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT WILL RENESAS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS, CUSTOMERS, USE, PROFITS, REVENUE, SAVINGS OR DATA, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY LICENSEE OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND EVEN IF RENESAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE; AND (B) IN NO EVENT WILL RENESAS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE LICENSED SOFTWARE OR OTHER SUBJECT MATTER HEREOF EXCEED ZERO DOLLARS ($0). The parties acknowledge that the limitations of liability in this Section 7.3 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Renesas would not have entered into this Agreement.

8. INDEMNIFICATION.

Licensee shall indemnify, defend, and hold harmless Renesas and its affiliates and its and their officers, directors, shareholders, employees, agents, licensors, distributors and suppliers from and against any and all claims, demands, actions, losses, liabilities, settlements, expenses (including without limitation attorneys' fees and other costs of litigation), and causes of action arising out of or relating to Licensee's use or misuse of the Licensed Software or Licensee's breach or alleged breach of this Agreement.

9. **GENERAL**.

9.1. **Entire Agreement**. This Agreement, together with its Exhibits, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes and replaces all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral, between the parties. Any modification of this Agreement will be effective only if made in writing and signed by authorized representatives of the parties. It is expressly agreed that any terms appearing on the face or reverse side of any form, including an invoice, order form, acknowledgement or confirmation, that are different from or in addition to the terms provided in this Agreement are not binding on the parties, even if signed and returned, and the parties object to any such different or additional terms. Any offer by either party and any acceptance of such an offer by the other party is limited to the terms in this Agreement only, and each party's acceptance of any offer is expressly made conditional on assent to the terms of this Agreement.

9.2. **Exclusion of Terms**. The parties hereby acknowledge and agree that any provisions of any law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("**UCITA**") will not be applicable to this Agreement. Furthermore, both parties waive any and all rights arising from any such law. The provisions of the United Nations Convention on the International Sale of Goods will not apply.

9.3. **Governing Law and Dispute Resolution**. This Agreement will be governed by and construed in accordance with the laws of Japan without giving effect to any choice of law rule that would cause the application of the laws of any other country. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled under the Commercial Arbitration Rules of the Japan Commercial Arbitration Association in accordance with those rules. The arbitration shall take place in Tokyo, Japan and proceedings will be in the English language. The arbitration award shall be final and binding upon the parties. Any proceedings or awards resulting from arbitration hereunder shall be confidential information; provided, however, that a party shall not be precluded from obtaining enforcement of an award by a court of competent jurisdiction. Notwithstanding anything to the contrary above and irrespective of the tribunal's powers to order interim or conservatory measures, either party may bring court proceedings in any court having jurisdiction to seek an injunction, specific performance, or other equitable relief to enforce any right or obligation under this Agreement. The parties agree that no bond need be posted to obtain injunctive or equitable relief, but if required by law or the court, the parties consent to a bond in the lowest amount permitted by law.

9.4. **Assignment**. Licensee may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by merger, change of control, operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Renesas. Any purported assignment, transfer or delegation by Licensee will be null and void. Renesas may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

9.5. **Remedies**. The rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by applicable law or at equity.

9.6. **Equitable Relief**. Licensee recognizes that the covenants contained in Section 2 and Section 3 hereof are reasonable and necessary to protect the legitimate interests of Renesas, that Renesas would

not have entered into this Agreement in the absence of such covenants, and that Licensee's breach or threatened breach of such covenants shall cause Renesas irreparable harm and significant injury, the amount of which shall be extremely difficult to estimate and ascertain, thus, making any remedy at law or in damages inadequate. Therefore, Licensee agrees that Renesas shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief Renesas deems appropriate, without the necessity of posting of any bond or security. This right shall be in addition to any other remedy available to Renesas in law or equity.

9.7. **Waiver**. None of the conditions of this Agreement will be considered waived unless such waiver is in writing and signed by the waiving party. No such waiver will be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

9.8. **Partial Invalidity**. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity.

9.9. **Notices**. Any written notices to be given hereunder by either party will be deemed effective upon personal delivery or upon mailing the notice to the party to be served at the address as stated above and in the case of Licensee, e-mail address provided to Renesas in connection with Licensee's acceptance of the terms of this Agreement.

9.10. **Relationship of Parties**. Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

9.11. **Export Administration**. Licensee represents, warrants, and covenants that Licensee will not use the Licensed Software for the purposes of disturbing international peace and security, including (i) the design, development, production, stockpiling or use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles, (ii) the other military activities, or (iii) any use supporting these activities. Licensee further represents, warrants, and covenants that Licensee shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Licensed Software to any third party, whether directly or indirectly, with knowledge or reason to know that the third party or any other party will engage in the activities described above. Licensee further represents, warrants, and covenant that Licensee will comply fully with all relevant export laws and regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, Licensee will not, and Licensee will require Licensee's representatives not to, export, direct or transfer the Licensed Software, or any direct product thereof, to or use the Licensed Software in any destination, person or entity restricted or prohibited by the Export Controls. Licensee represents and warrants that Licensee is not such a person and is not located in, under the control of, or a national or resident of any such destination or entity.

9.12. **Elimination of Anti-Social Forces.** Renesas may terminate this Agreement at any time without any prior notification in the event that Licensee's affiliates, employees, directors or officers are found to: (a) belong to, or be otherwise involved in, organized crime groups, racketeers or any other entity related to organized crime group ("**Anti-Social Forces**"); (b) provide funds, or provide services, to any Anti-Social Forces; (c) have any other relationship with any Anti-Social Forces; or (d) use threatening behavior or violence in business transactions, disseminate false information, employ fraudulent means or methods that obstruct the business operations of Renesas, or use any other behavior that is similar to these actions. Where this Agreement is terminated for a reason set out in this provision,

Renesas is not responsible for any losses or damages suffered by you as a result of such termination.

9.13. **Government Rights**. 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.

9.14. **Interpretation**. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular. Unless otherwise specifically stated, references to Sections refer to sections in the main body of this Agreement and the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph. The words "include," "includes," "including" and derivative forms of them will be deemed followed by the phrase "without limitation" regardless of whether such phrase appears there (and with no implication being drawn from its inconsistent inclusion or non-inclusion). Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This Agreement will not be construed against any party by reason of its preparation.

Exhibit A

- **Licensed Software**

Name	Part Numbers
・H.264 Codec Library ・H.264 Codec Driver ・H.265 Codec Library ・H.265 Codec Driver	Software Package for AOSP 14 (RTK0EF0188Z57001ZJ)

- **Documentation**

  - User's Manual: Software Package for AOSP 14: User's Manual: Software
    - User's Manual is distributed apart from the Licensed Software

- **Additional Terms and Conditions**

1. H.264 Codec Library & Driver
   - Licensee acknowledges and agrees that AVC/H.264 decoder/encoder integrated with the H.264 Codec Library includes the technology Via Licensing Alliance LLC manages;
   - Licensee acknowledges and agrees that it is necessary to acquire a specific license from Via Licensing Alliance LLC to manufacture and sell the AVC / H.264 decoder /encoder integrated with the H.264 codec library; and
   - H.264 Codec Driver is open source software and is distributed pursuant to the applicable open source license terms described in the source code.
2. H.265 Codec Library & Driver
   - Licensee acknowledges and agrees that HEVC/H.265 decoder/encoder integrated with the H.265 Codec Library includes the technology Via Licensing Alliance LLC, HEVC Advance L.L.C., Technicolor and Velos Media manages;
   - Licensee acknowledges and agrees that it is necessary to acquire a specific license from Via Licensing Alliance LLC, HEVC Advance L.L.C., Technicolor and Velos Media to manufacture and sell the HEVC / H.265 decoder/encoder integrated with the H.265 codec library; and
   - H.265 Codec Driver is open source software and is distributed pursuant to the applicable open source license terms described in the source code.

- **Products**

  - RZ/G3E (R9A09G047E58GBG, R9A09G047E48GBG, R9A09G047E38GBG, R9A09G047E28GBG, R9A09G047E57GBG, R9A09G047E47GBG, R9A09G047E37GBG, R9A09G047E27GBG)