

Participation Agreement for Renesas R-Car Consortium

This Participation Agreement for Renesas R-Car Consortium (this "Agreement") is made and entered into this []th day of [], 20[] (the "Effective Date"), by and between Renesas Electronics Corporation, a Japanese corporation having its principal place of business at 2-24, Toyosu 3-chome, Koto-ku, Tokyo 135-0061, Japan, ("Renesas") and [Company Name], a [] corporation having its principal place of business at [] ("Partner").

Article 1 General Rule

Section 1 (Definitions)

As used herein, the following terms shall have the meanings set forth below:

- 1.1 "Affiliate" shall mean an entity (i) which Controls, or is under common Control with, a party to this Agreement, which shall be set forth in Exhibit attached hereto, or (ii) which is controlled by such party. For the purpose of this Agreement, "Control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting rights or other ownership interest representing the right to control the composition of its board of directors or equivalent body, whether based on law or contract. An entity shall be deemed an Affiliate only for so long as such Control exists during the term of this Agreement.
- 1.2 "Consortium" means "Renesas R-Car Consortium" operated by Renesas.
- 1.3 "Collaboration" means the definition set forth in Section 2.1 below.
- 1.4 "Confidential Information" means the definition set forth in Section 8.1 below.
- 1.5 "Deliverables" means all materials relating to the Renesas Original Technology or the Partner Original Technology, which are provided by a party to the other party hereunder collectively.
Specifically, "Renesas Deliverables" means all Deliverables provided by Renesas to Partner, and "Partner Deliverables" means all Deliverables provided by Partner to Renesas hereunder.
- 1.6 "Original Technology" means the Partner Original Technology and/or Renesas Original Technology, individually or collectively.
- 1.7 "Partner Logo" means Partner's corporate name and certain logo mark or trademark owned by Partner.
- 1.8 "Partner Original Technology" means all the development environment technology, product information, marketing information and other information and/or technology relating to [] technology, which are owned by Partner.
- 1.9 "Partner Website" means any website operated by Partner.

- 1.10 "Purpose" means the definition set forth in Section 2.1 below.
- 1.11 "Reference Board" means a reference board on which Renesas' semiconductor products will be implemented and into which the Partner Original Technology will be ported by Partner hereunder.
- 1.12 "Renesas Original Technology" means all the development environment technology, product information, marketing information and other information and/or technology relating to Renesas' semiconductor products for IVI system, Connected Car system, Communication Gateway system, Advanced Driver Assistance System, and Autonomous Driving system (including but not limited to the R-Car series), which are owned by Renesas.
- 1.13 "Renesas Website" means any website operated by Renesas relating to the Consortium.
- 1.14 "Renesas Logo" means Renesas' corporate name and certain logo mark or trademark relating to the Renesas' semiconductor products for car system and the Consortium owned by Renesas.
- 1.15 "Subcontractor" means any third party engaged by either party to perform any work for the Collaboration with the prior consent of the other party thereof.

Section 2 (Purpose)

- 2.1 Each party agrees to pursue the mutual collaboration set forth in this Agreement (the "Collaboration") with the other party to consider technical possibility of certain system solution construction relating to the mutual products between the parties by using the Original Technology provided by each party to the other thereunder, such as development of the Reference Board and review of the product specification (the "Purpose").
- 2.2 As a result of the Collaboration, if either party desires further evaluation, development, license or otherwise transactions relating to the Original Technology of the other party, the parties shall negotiate in good faith on the terms and conditions for such transactions.
- 2.3 Either party may, to the extent reasonably necessary to perform the Collaboration, allow its Affiliates and/or Subcontractors to exercise the rights granted by the other party hereunder, provided that such party shall ensure that they shall comply with the same obligations as provided herein, and shall be responsible for compliance thereof by them.

Article 2 Collaboration by Renesas

Section 3 (Collaboration by Renesas)

- 3.1 Renesas grants to Partner the following non-exclusive, non-transferable license (with no right to sublicense to others, except as expressly permitted herein), solely for the Collaboration:

- (1) to access to the Renesas Website by using a user ID and a password separately provided by Renesas for access to such Renesas Website;
 - (2) to set up a link to the Renesas Website on the Partner Website;
 - (3) to use the Renesas Deliverables;
 - (4) to develop the Reference Board by using the Renesas Deliverables, and disclose it to any third party with the prior consent of Renesas;
 - (5) to use the Renesas Logo on the Partner Website, Partner's product materials and/or the exhibition in which Partner participates with the prior notice to, and prior approval of Renesas of the mock-up thereof;
 - (6) to participate in any exhibition and/or seminar for members of the Consortium held by Renesas; and
 - (7) other privilege relating to the Consortium separately granted by Renesas.
- 3.2 Renesas shall provide Partner with the following support for the Renesas Deliverables, solely for the Collaboration:
- (1) Renesas shall, at its discretion, respond to Partner's inquiries on the Renesas Deliverables. In this case, Renesas will respond Partner to such inquiries during Renesas' normal business hours (from 9:00 to 17:00, Japan time), Monday through Friday, excluding weekends and holidays observed by Renesas, by means of telephone or e-mail; and
 - (2) if Renesas updates the Renesas Deliverables, Renesas shall, at its discretion, provide Partner with such updated Renesas Deliverables by means deemed appropriate by Renesas. In this case, such updated Renesas Deliverables shall be deemed the Renesas Deliverables and applied by this Agreement.
- 3.3 If Partner exercises the rights granted in Section 3.1 above and/or receive the support in Section 3.2 above, Partner shall agree and comply with the terms and conditions separately set forth by Renesas, in addition to those of this Agreement.
- 3.4 Except as expressly provided herein, no rights or licenses shall be granted, or no services shall be provided to Partner in connection with the Consortium, and no title or other intellectual property rights to the Renesas Deliverables and the Renesas Logo shall transfer to Partner.

Section 4 (Restrictions)

With respect to the Renesas Deliverables and Renesas Logo, Partner shall not:

- (1) delete or modify the copyright or other proprietary rights notice or markings contained on or within the Renesas Deliverables;
- (2) modify, alter, reverse engineering or otherwise analyze the Renesas Deliverables and the

Renesas Logo; or

- (3) use, copy, modify, distribute or lend, assign or sublicense to any third party to the Renesas Deliverables and the Renesas Logo, except as expressly provided herein.

Article 3 Collaboration by Partner

Section 5 (Collaboration by Partner)

- 5.1 Partner grants to Renesas the following non-exclusive, non-transferable license (with no right to sublicense to others, except as expressly permitted herein), solely for the Purpose:
 - (1) to set up a link to the Partner Website on the Renesas Website;
 - (2) to disclose to any third party the existence and contents of the Collaboration, except for those contents that are designated as confidential or proprietary by Partner under Section 8 (“Confidentiality”);
 - (3) to use the Partner Deliverables;
 - (4) to disclose the Reference Board to any third party with any prior consent of Partner; and
 - (5) to use the Partner Logo on the Renesas Website, Renesas’ product materials and/or the exhibition in which Renesas participates according to the terms and conditions separately stipulated by Partner from time to time.
- 5.2 Partner shall provide Renesas with the following cooperation solely for the Purpose:
 - (1) When requested by Renesas, Partner shall report Renesas on the progress of the Collaboration made by Partner on a case-by-case basis;
 - (2) Partner shall respond to any inquiries of Renesas relating to the Reference Board developed by Partner;
 - (3) if Partner develops the Reference Board, Partner shall provide Renesas with such Reference Board; and
 - (4) When requested by Renesas, Partner shall provide Renesas with any manuals related to the Reference Board developed by Partner.
- 5.3 Except as expressly provided herein, no rights or licenses shall be granted, or no services shall be provided to Renesas in connection with the Consortium, and no title or other intellectual property rights to the Partner Deliverables and the Partner Logo shall transfer to Renesas.

Article 4 Others

Section 6 (Cost)

Each party shall provide the other party with its own work of the Collaboration free of charge. Notwithstanding the foregoing, those specified by Renesas or Partner (including but not limited to sales of the Reference Board, any table charge relating to exhibition held by Renesas) will be provided on a fee basis.

Section 7 (DISCLAIMER OF WARRANTY etc.)

- 7.1 EACH PARTY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE ORIGINAL TECHNOLOGY, THE DELIVERABLES, REFERENCE BOARD AND SUPPORT ARE PROVIDED “AS IS” HEREUNDER. EACH PARTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO THE ORIGINAL TECHNOLOGY, THE DELIVERABLES, REFERENCE BOARD AND SUPPORT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE USE OF THEM WILL NOT INFRINGE ANY PATENT, UTILITY MODEL PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.
- 7.2 IN NO EVENT SHALL EACH PARTY BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ORIGINAL TECHNOLOGY, THE DELIVERABLES, REFERENCE BOARD AND SUPPORT PROVIDED HEREUNDER.
- 7.3 EXCEPT FOR ANY BREACH OF THE CONFIDENTIAL OBLIGATIONS IN SECTION 8 BELOW, WITHOUT LIMITING ANY OTHER PROVISIONS IN THIS AGREEMENT, IN NO EVENT SHALL EACH PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST PROFITS, LOST DATA OR ANY FORM OF INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSSES OR CLAIMS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8 (Confidentiality)

- 8.1 During the period of this Agreement, and three (3) years thereafter, each party agrees
 - (a) not to disclose to any third party any information as confidential or proprietary designated and disclosed by the other party in connection with this Agreement (the "Confidential Information") without the prior written consent of the Disclosing Party, and
 - (b) not to use the Confidential Information except for the purpose of this Agreement.
- 8.2 The obligations under this Section shall not apply to any information which:
 - (1) is or becomes available to the public from a source other than the disclosing party;

- (2) is known to the receiving party without restriction on disclosure prior to its receipt from the disclosing party;
- (3) is obtained by the receiving party lawfully from a third party without restriction on disclosure; or
- (4) is at any time developed by the receiving party independently without reference or reliance on the Confidential Information.

8.3 Notwithstanding the provision of Section 8.1 above, the receiving party may disclose the Confidential Information to its Affiliates and/or Subcontractors to the extent reasonably necessary to exercise the rights granted hereby.

8.4 Notwithstanding the provision of Section 8.1 above, the receiving party may disclose the Confidential Information pursuant to the order or legal requirement of a court or other governmental body, provided that the receiving party shall provide prompt notice to the disclosing party so that the disclosing party can seek a protective order or otherwise protect its interests.

Section 9 (Term)

This Agreement shall remain valid and effective for a period of one (1) year after the Effective Date, and thereafter shall be automatically extended on a year-to-year basis unless and until either party gives the other party a written notice of termination at least thirty (30) days prior to the expiration date of the original or each extended period of this Agreement.

Section 10 (Optional Cancellation)

Either party may terminate this Agreement, without any compensation to the other party, by giving no less than thirty (30) days prior written notice to the other party at any time.

Section 11 (Termination)

Either party may terminate this Agreement, without prejudice to any other right or remedy it may have against the other party, upon the written notice to the other party, in the event that:

- (1) the other party commits any breach of this Agreement, and such breach is not cured within thirty (30) days after the written notice of such breach to the other party; or
- (2) the other party is adjudicated bankrupt, becomes insolvent, makes a general assignment for the benefit of creditors, or enters dissolution or liquidation proceedings.

Section 12 (Effect of Expiration or Termination)

12.1 Upon expiration or termination of this Agreement, the parties shall immediately (a) cease using all the Deliverables, the Original Technology, the Reference Board and

the Confidential Information disclosed or provided by the other party hereunder and copies thereof then in its possession, and (b) (i) return them to the other party, or (ii) destroy them and furnish the other party with any written certification of such destruction.

- 12.2 The provisions in Sections 6 through 8 and 12 through 18 shall survive expiration or termination of this Agreement for any reason.

Section 13 (Notice)

All notices or other communications required or permitted to be made to either party pursuant to this Agreement shall be delivered with postage pre-paid, registered mail or by e-mail addressed to it at its address set forth below, or to such other address as it shall designate by written notice:

If to Renesas;

Renesas Electronics Corporation
2-24, Toyosu 3-chome, Koto-ku, Tokyo, 135-0061, Japan
R-Car Consortium
E-mail:info-r-car@lm.renesas.com

If to Partner;

(Company Name)
(Address)
Attention:
E-mail:

Section 14 (Compliance with Export Control)

- 14.1 The parties shall not export, sell, transfer, lease or license the Deliverables, the Original Technology, the Reference Board, the Confidential Information, any products, software, related technology or other information disclosed or provided by the other party under this Agreement and any and all copies thereof to anyone having the purpose of (a) developing, designing, manufacturing, maintaining or using weapons of mass destruction including, but not limited to, nuclear, chemical, and biological weapons or missiles, or (b) using them for the military purposes, or (c) otherwise disturbing the maintenance of international peace and safety; nor shall the parties use or have any third party use them with any of the foregoing purposes.
- 14.2 The parties shall not export or re-export, directly or indirectly, the Deliverables, the Original Technology, the Reference Board, the Confidential Information, any products, software, related technology or other information disclosed or provided by the other party under this Agreement and any and all copies thereof and/or any of the direct products resulting therefrom in contradiction to any applicable export control laws and regulation, including, but not limited to, those of Japan and the United States.

Section 15 (Force Majeure)

If the performance of this Agreement is prevented, restricted, or delayed by reason of fire or other casualty or accident, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement by any governmental agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt written notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or delay.

Section 16 (Assignment)

This Agreement and/or the rights and obligations thereunder shall be neither assignable nor transferable by either party to any third party, whether by operation of law or otherwise, without the prior written consent of the other party.

Section 17 (Governing Law and Arbitration)

17.1 This Agreement shall be construed in accordance with and governed by the laws of **Japan** without reference to its conflict of law principles.

17.2 In the event of any disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement for the breach thereof, and the parties fail to settle them amicably within sixty (60) days of the written notice given by either party to the other party of its existence, then they shall be exclusively and finally settled by arbitration in **Tokyo, Japan** in accordance with the Rules of Arbitration of the International Chamber of Commerce. The award of arbitration shall be final and binding upon the parties hereto and shall not be subject to appeal to any court and may be entered into any court of competent jurisdiction for execution forthwith.

Section 18 (Entire Agreement and Amendment)

18.1 This Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.

18.2 Any change, modification or amendment of the terms of this Agreement or any waiver of any rights and obligations of the parties hereto shall not be effective unless reduced to writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

This Agreement may be executed and delivered by electronic tool and upon such delivery the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party, and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law.

Renesas Electronics Corporation

(Company Name)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Exhibit

List of Affiliates set forth in Section 1.1 (i)

No.	Company name	Address
1		
2		
3		

SAMPLE