Caution- You should carefully read the Software License Agreement as the following.

Only if you agree this Agreement, you can exercise the rights and licenses relating to the Licensed Programs provided in this Agreement as LICENSEE (defined below).
This Agreement is legally valid agreement relating to the Licensed Program between LICENSOR and LICENSEE. You are deemed to agree on this Agreement and this Agreement goes into effect as of the time when you open this package.
If you do not agree on the terms and conditions set forth in this Agreement, you should promptly return to us or distributor from which you bought this package before opening this package.

SOFTWARE LICENSE AGREEMENT (for Floating License)

THIS SOFTWARE LICENSE AGREEMENT, made and entered into by and between Renesas Electronics Corporation, a Japanese corporation having its principal place of business at 20-1, Josuihon-cho 5-chome, Kodaira-shi, Tokyo 187-8778, Japan (“LICENSOR”) and you (“LICENSEE”) with the following terms and conditions about the software program enclosed in the package (“Licensed Program”).

SECTION 1.(LICENSE)

1.1 Subject to Licensee’s compliance with the terms and conditions set forth herein, LICENSOR grants to LICENSEE non-exclusive and non-transferable rights relating to the Licensed Program set forth below, provided that LICENSEE may exercise the right for the sole purpose of developing the program to be used with the product provided by LICENSOR,:

(1) to install the control program which is one of the Licensed Program ("Control Program”) to one (1) computer system whose type is to be designated by LICENSOR separately ("Designated Server”);

(2) to install the Licensed Program (excluding the Control Program) in the computer system(s) (“Specified System”) to the type designated separately by LICENSOR

(limited to the one(s) operated by the operating system which be designated by LICENSOR as for the Specified System ("Designated OS")) ("Designated Type"). For the avoidance of the doubt, the number of Designated Systems in which Licensed Software were installed is not limited;

(3) to reproduce the Licensed Program only to the extent necessary to exercise the right in clauses 1.1.(2) for back-up purpose; and

(4) to run the Licensed Program up to the numbers designated by LICENSOR separately ("Designated Number") at the same time. In case that the Designated Number is not designated by LICENSOR, it shall be one (1).

(5) to reproduce and distribute the codes which is a part of the Licensed Program, including but not limited to, library ("Licensor's Codes") as a part of the Licensee's product or applications, which contains or works with Licensor's products other than the Licensed Program, so long as Licensor's Codes are included in Licensee's program in object code form which is made by compiler function of the Licensed Program subject to this Agreement ("Licensee's Codes").

1.2 LICENSEE may have its Subsidiary (defined below) and Subcontractor(defined below), exercise the rights and licenses set forth in Sub-section 1.1 to the extent reasonably necessary for the business of LICENSEE, provided that LICENSEE shall ensure that the Subsidiary and Subcontractor will comply with the same obligations as provided herein and shall be responsible for compliance thereof by them. For the purpose of this Agreement, a Subsidiary means a corporation, company or other entity more than fifty percent (50%) of whose outstanding shares (representing the right for the election of directors or other managing authority of such corporation, company or other entity) are, now or hereafter, owned or controlled, directly or indirectly, by LICENSEE, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists and a Subcontractor means a third party contractor to which LICENSEE subcontracts or otherwise delegates any portion of the development

works of its products or applications ("Work") with prior written consent of LICENSOR.

1.3 LICENSEE shall reproduce and include notices of copyrights, patents or other proprietary notice or marking of LICENSOR or third party attached to or included in the Licensed Program in case LICENSEE copies the Licensed Program.

1.4 If LICENSEE desires to use the Licensed Program in a manner prohibited under on the computer system set forth in Sub-section 6.1, LICENSEE shall enter into separate license agreement with LICENSOR.

SECTION 2.(Modification)

2.1 In case LICENSEE needs to modify, change, correct or combine with other software (except for the combination pursuant to Section 1.1 (3) above), the Licensed Program ("Modification"), LICENSEE shall notify LICENSOR in writing and obtain the prior written consent of LICENSOR.

2.2 Any program resulting from Modification ("Modified Program") and all ideas, concepts, know-how and technologies concerning the Modified Program shall be owned by both parties jointly, provided that the program made by LICENSOR based on the LICENSEE's request and all ideas, concepts, know-how and technologies thereto shall be owned solely by LICENSOR.

2.3 LICENSEE may exercise the same rights for the Modified Program owned by LICENSOR pursuant to Sub-section 2.2 above as the rights for Licensed Program without any payment to LICENSOR.

2.4 LICENSEE agrees that it shall not claim compensation against LICENSOR for LICENSOR's exercising the right regarding the Modified Program owned by LICENSOR.

2.5 LICENSEE shall use the Modified Program subject to the terms and conditions of this Agreement.

SECTION 3.(OWNERSHIP)

3.1 Nothing contained herein shall transfer or be deemed to transfer to LICENSEE or any of the Subsidiary and Subcontractor any title, interest or intellectual property rights in Licensed Program, which shall remain an exclusive property of LICENSOR and/or licensor(s) of LICENSOR.

3.2 LICENSOR shall reserve all and full rights, including but not limited to, to use the Licensed Program by itself, grant to third party a right to use the Licensed Program, even after the execution of this Agreement.

SECTION 4.(EXCHANGE)

In case that LICENSEE notifies LICENSOR of the defect of media of the Licensed Program or that enclosed software is not a Licensed Software within the thirty (30) days after the delivery date of this Agreement, LICENSOR shall provide LICENSEE free of charge with proper Licensed Software or another non-defected media which contains Licensed Program in exchange for the defected media.

SECTION 5.(SUPPORT SERVICE)

5.1 In case that LICENSOR makes any bug-fix version of the Licensed Program during the twelve (12) month period after the delivery date of this Agreement, LICENSOR shall provide LICENSEE free of charge with such bug-fix version ("Support Service"). Such bug-fix version shall be considered as Licensed Program.

5.2 LICENSOR shall not warrant all of the bugs of the Licensed Program shall be fixed or corrected through the Support Service.

5.3 LICENSOR shall not provide LICENSEE with the Support Service in case that;
(1) LICENSEE uses the Modified Program,
(2) LICENSEE uses the Licensed Program on the Specified System whose function

is changed

(3) LICENSEE is granted by LICENSOR for use of the Licensed Program without any charge to LICENSEE, or

(4) LICENSEE uses the Licensed Program in breach of this Agreement.

5.4 In case that LICENSEE is provided the bug-fix version of the Licensed Program under the Support Service, LICENSEE shall delete all the previous version of the Licensed Program in its possession and use the bug-fix version subject to the terms and conditions of this Agreement.

5.5 LICENSEE acknowledges and agrees that Support Service will be provided to LICENSEE only and shall not be provided to any third party, including, without limitation, the Subsidiaries and Subcontractors.

SECTION 6.(RESTRICTION)

6.1 LICENSEE shall not use the Licensed Program:

(1) on the Specified System over the Designated Number according to the management of the control program installed in Designated Server at the same time;

(2) on the Specified System operated by the operating system other than the Designated OS; or

(3) on the computer system(s) other than the Specified System.

6.2 LICENSEE shall use the Licensed Program pursuant to the direction of Control Program which is incorporated in the Designated Server in accordance with Sub-Section 1.1 (1) above.

6.3 LICENSEE shall not modify, disassemble, decompile or reverse engineer or create derivative works from the Licensed Program or otherwise attempt to derive the Licensed Program's source code, or let any third party do so.

6.4 LICENSEE shall not remove or modify the notices of copyrights, patents or other proprietary notice or marking of LICENSOR or third party attached to the Licensed

Program.

SECTION 7. (CONFIDENTIALITY)

7.1 LICENSEE shall, during the period of this Agreement and thereafter, maintain in strict confidence:

(1) any part of Licensed Program; and

(2) any technical, commercial or other information disclosed by LICENSOR (collectively, "Confidential Information");

and shall not disclose any of the same except to (i) employees of LICENSEE and the Subsidiaries who have a legitimate need to access that software or information for the purpose of this Agreement, and who are bound by an express confidentiality and restricted use obligations, and (ii) Subcontractors who have a legitimate need to access particular software or information for the purpose of the Work, and who have executed a written non-disclosure agreement that contains confidentiality and restricted use obligations at least as protective as those contained herein. LICENSEE shall be liable for any breach of any confidentiality and restricted use obligations by employees and/or the Subcontractors and the Subsidiaries.

7.2 The provisions of Sub-section 7.1 shall not apply to that information which:

(1) was in the possession of LICENSEE at the time of receipt of such information from LICENSOR hereunder;

(2) is or has become public general knowledge (except through the fault of LICENSEE);

(3) is rightfully received by LICENSEE from a third party without a duty of confidentiality; or

(4) is independently developed by LICENSEE without referring to the relevant confidential information received from LICENSOR.

7.3 Notwithstanding Sub-section 7.1, LICENSEE may disclose LICENSOR's Confidential Information pursuant to the order or legal requirement of a court or other governmental body, provided that LICENSEE shall provide prompt notice to LICENSOR so that LICENSOR can seek a protective order or otherwise protect its interests.

SECTION 8.(DISCLAIMER OF WARRANTY, etc.)

EXCEPT AS EXPRESSLY PROVIED HEREIN, LICENSOR MAKE NO REPRESENTATION OR WARRANTY, EXPRESSLY OR IMPLIEDLY, IN WHOLE OR IN PART WITH RESPECT TO LICENSED PROGRAM AND SUPPORT SERVICES PROVIDED BY LICENSOR TO LICENSEE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT THE USE, COPY OR DISTRIBUTION OF LICENSED PROGRAM WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL LICENSOR AND/OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF LICENSED PROGRAM AND SUPPORT SERVICES PROVIDED BY LICENSOR TO LICENSEE.

LICENSEE shall promptly notify LICENSOR in written of any proceedings involving any infringement or threatened infringement of all or any part of the Licensed Program.

SECTION 9.(LIMITATTION OF LIABILITY)

EXCHANGE OF THE LICENCED PROGRAM UNDER SECTION 4 AND SUPPORT SERVICE UNDER SECTION 5 SHALL CONSTITUTE LICENSOR'S SOLE AND ENTIRE RESPONSIBILITY REGARDING THE LICENSED PROGRAM. WITHOUT LIMITING ANY OTHER PROVISIONS IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR BE LIABLE HEREUNDER FOR ANY LOST PROFITS, LOST DATA OR ANY FORM OF INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT/ DIRECT DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 10.(INDEMNIFICATION)

LICENSEE shall indemnify and hold LICENSOR harmless from damages caused by the LICENSEE's breach hereto.

SECTION 11.(TERMINATION)

If LICENSEE shall fail to perform any of its obligations under this Agreement, LICENSOR may terminate this Agreement without any notice.

SECTION 12.(EFFECTS OF TERMINATION)

12.1 Upon termination of this Agreement, all the right and license granted to LICENSEE hereunder shall cease to exist forthwith.

12.2 Immediately after the termination of this Agreement, LICENSEE shall, delete all the Licensed Program and all copies thereof then in its possession.

SECTION 13.(DISPUTE RESOLUTION)

13.1 In the event of any dispute, controversy or difference which may arise between the parties hereto out of or in connection with or in relation to this Agreement, the parties hereto shall in the first instance do their utmost to settle such dispute, controversy or difference amicably.

13.2 In the event that the parties hereto fail to settle such dispute, controversy or difference amicably within sixty (60) days of the written notice given by either party to the other party of its existence, then the dispute, controversy or difference shall be submitted to Tokyo District Court, which shall have the exclusive jurisdiction for the first trial.

SECTION 14.(ASSIGNMENT)

This Agreement and the rights and obligations resulting from this Agreement are neither assignable nor transferable by either party to any third party without the prior written consent of the other party.

SECTION 15.(APPLICABLE LAW)

This Agreement shall be construed and interpreted in accordance with the laws of Japan.

SECTION 16.(COMPLIANCE WITH EXPORT CONTROL)

16.1 Nothing contained herein shall require LICENSOR to take any action contrary to

the export control laws, or any other applicable laws, regulations or ordinances which are or may be promulgated by the Government of Japan, the United States or other countries having competent jurisdiction.

16.2 LICENSEE shall not export or re-export, directly or indirectly, the Licensed Program and any technical information furnished to LICENSEE hereunder and/or any of the direct products resulting there from in contradiction to any applicable export control laws and regulation, including, but not limited to, those of Japan and the United States.

SECTION 17.(ENTIRE AGREEMENT AND AMENDMENT)

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.

<end of the Agreement, and reminder of this page intentionally left blank>