END USER LICENSE AGREEMENT

In consideration of the mutual promises and covenants herein, you and Renesas hereby agree as follows:

1. Definitions.

1.1. "Licensed Software" means, collectively, all software in source code, binary or library form, including all contents thereof, downloaded by you in connection with this EULA, including all upgrades, modifications and updates provided to you, if any, and all derivative works of such Licensed Software ("Derivatives"), and any materials and associated documentation related to the Licensed Software made available by Renesas or its affiliates (other than Open Source Code).

1.2. "Open Source Code" means certain free or open source software and other components incorporated into or bundled with the Licensed Software which is subject to Open Source Terms.

1.3. "Open Source Terms" means the terms and conditions that are applicable to a given piece of Open Source Code.

2. License; Restrictions.

2.1. Subject to the terms and conditions hereof, Renesas, on behalf of itself and its subsidiaries, hereby grants to you a personal, non-exclusive, non-transferable, revocable license (without the right to sublicense) during the term hereof, under Renesas' and its subsidiaries' intellectual property rights (excluding patent rights), in and to the Licensed Software to (1) use the Licensed Software for the purpose of internally evaluating and testing Renesas products ("Renesas Products"), (2) copy and modify the Software for the purpose of developing your system-level products that incorporate Renesas Products ("Customer Product"), (3) compile a binary version of the Licensed Software (including, for clarity, Licensed Software modified in accordance with the foregoing subsection (2)) and make (or have its contract manufacturer that is bound in writing by confidentiality and use restrictions no less restrictive than those set forth herein make) copies of such binary version solely as necessary to incorporate such binary version into a Renesas Product or Customer Product, and (4) distribute binary versions of such Licensed Software, only as incorporated into Customer Products or Renesas Products.

2.2. For sensor source code libraries, only, that may be supplied as part of the Licensed Software, the license grant set forth in Section 2.1, above, is further limited to internal use solely for evaluation, testing, and integration of the sensor source code portions of the Licensed Software with a microcontroller or processor, which you may separately supply. Such integration may include making derivatives, porting, and compiling the sensor source code, only to the extent necessary to operate with the selected microcontroller or processor.

2.3. For compiled executable object code versions of the source code as may be supplied as part of the Licensed Software, and any derivatives made by you pursuant to the license granted in Section 2.2, above, Renesas grants to you the right, consistent with Section 2.1, above, to use and make copies internally, and to use, make copies, and distribute (directly or indirectly) copies in executable object form, only, to your customers, such distribution limited solely to when such Licensed Software is incorporated into, or provided in conjunction with, a product developed and sold under your brand ("Production OEM License") that contains or is designed to work with the Renesas Product and no other

equivalent product or module. The Production OEM License does not extend to distribution or sale of the Licensed Software standalone. Pursuant to the Production OEM License, you may only distribute copies of the executable versions of the Licensed Software to third parties pursuant to a separate license agreement, provided such separate license agreement is reasonably sufficient to enforce the rights and limitation otherwise set forth in this EULA, including the limitations set forth in Section 4, below.

2.4. You acknowledge and agree that the Licensed Software may be bundled with or incorporate Open Source Code. This Open Source Code must be used in accordance with the applicable Open Source Terms, in additional to the terms and conditions set forth in this EULA related to the Open Source Code. You hereby agree to fully comply with all such Open Source Terms. In addition, you shall not combine or integrate Licensed Software with other code that is licensed as Open Source Code that would require any Licensed Software source code to be disclosed, published, or licensed at no charge, except if Renesas has been informed of the specific code in advance and has provided advance written consent.

2.5. After downloading the Licensed Software, you may be required to agree to additional terms or conditions prior to accessing all or a portion of the Licensed Software ("Additional Terms"). To the extent the Licensed Software includes such Additional Terms, such Additional Terms shall supersede this EULA, and the license terms set forth in this Section 2 shall not have any force or effect with respect to the applicable portion of the Licensed Software.

3. Intellectual Property Ownership, Copyright Protection.

The Licensed Software, and any authorized copies, are the intellectual property of, and owned by, Renesas. The structure, organization and code of the Licensed Software are the valuable copyrights, trade secrets and confidential information of Renesas. The Licensed Software that may be developed or created by you are protected by law, including, without limitation, the copyright laws of Japan and other countries, and by international treaty provisions. Renesas will retain all right, title and interest in and to all intellectual property rights related to the Licensed Software. If any intellectual property rights related to the Derivatives do not automatically inure to Renesas, you hereby irrevocably assign to Renesas, without additional consideration, all right, title and interest in and to all Derivatives, whether currently existing or created or developed later. Except as expressly stated herein, this EULA does not grant you any intellectual property rights related to the Licensed Software, and all rights not expressly granted are reserved by Renesas.

4. Additional Restrictions.

You acknowledge that the Software is a valuable proprietary asset of Renesas. Except as expressly provided in this EULA, you shall not, and shall not authorize or permit any third-party to: (a) distribute, sell, assign, sublicense, lease, rent, loan, or in any other way transfer the Licensed Software or any portion thereof, except as otherwise expressly permitted in this EULA, or disclose the Licensed Software, directly or indirectly, to any other person or entity that is not a party to this EULA, except for those employees, contractors, and representatives of you on a strictly need-to-know basis who are subject to confidentiality obligations (and you will maintain the confidentiality of the Licensed Software with at least the same degree of care you use to protect your own confidential information, and no less than reasonable care); (b) make use of the Licensed Software, except as expressly permitted hereunder; (c) other than integration of the portions of the Licensed Software provided as source code and intended

for integration with a microcontroller or processor pursuant to the grant in Section 2.2, above, modify the Licensed Software, or any portion thereof, or create derivative works based upon any of the Licensed Software or any portion thereof, or decompile, decipher, disassemble, reverse engineer, or otherwise determine the source code contained in any non-source code versions (e.g., object code or binary versions) of the Licensed Software; (d) except with the express prior written consent of Renesas, use the Licensed Software together with any open source code, or otherwise take any action or fail to take any action, that would cause the Licensed Software to be subject to any open source or other third party software terms or conditions; (e) alter or remove any proprietary notices or legends contained on or in any of the Licensed Software or any portion thereof; (f) use any of the Licensed Software or any portion thereof in any way that is in violation of any applicable laws; (g) unbundle any component of the Licensed Software; or (h) use the associated documentation, except for supporting authorized use of the Licensed Software.

5. NO WARRANTY.

5.1. THE LICENSED SOFTWARE IS DELIVERED TO YOU "AS IS," WHERE IS, AND WITH ALL FAULTS, AND RENESAS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, CONSULTANTS, CUSTOMERS, SUPPLIERS, AND REPRESENTATIVES (COLLECTIVELY, THE "RENESAS PARTIES"), WHETHER EXPLICITLY OR IMPLICITLY, MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING AS TO ITS USE AND PERFORMANCE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE RENESAS PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPLICIT OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, AND ANY WARRANTIES THAT MAY ARISE BY LAW OR OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. RENESAS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET ANY REQUIREMENTS OR THAT THE USE THEREOF WILL BE ERROR FREE.

5.2. Any information, documentation, descriptions or specifications related to the Licensed Software may contain general descriptions related to the technical possibilities of individual products and/or the Licensed Software, and are subject to change by Renesas without advance notice.

6. Confidentiality.

6.1. For purposes of disclosures made pursuant to this EULA, and not modifying any separate confidentiality agreement as may exist between the parties with respect to other confidential subject matter, the Licensed Software shall not be disclosed by you to any third party, except as part of your product in executable object code form, only, and shall not be used for any purpose other than as expressly authorized under Section 2, above. Further, each party shall keep confidential any commercial, technical and business information disclosed by the other party hereunder ("Confidential Information"). Subject to Section 6.3, below, the receiving party shall use reasonable efforts to prevent any unauthorized use or disclosure of Confidential Information, and in no case less than due care. Without limiting the foregoing, the receiving party agrees to limit dissemination of Confidential Information disclosed by the other party to its employees or contractors who are subject to written confidentiality obligations and who have a need to know for purposes of this EULA. The receiving party's obligations in relation to the Confidential Information as set forth in this EULA shall expire three (3) years after the receiving party's receipt of such information (for clarity, not including the

confidentiality of the Licensed Software, which confidentiality obligation is valid until it falls under any of the exceptions stated in Section 6.2, below), and shall this survive any expiration and/or termination of this EULA. This Section 6.1 shall not apply to product documentation and information which must reasonably be disclosed by you to your end users, distributors, or resellers related to use of your product incorporating the Licensed Software or Renesas Product.

6.2. Your confidentiality obligations under Section 6.1, above, do not extend to information which you can demonstrate: (i) is or becomes generally available in the public domain without fault of you, or any of your employees or other persons or entities having apparent authority to act for you; (ii) is rightfully obtained by you from a third party without restriction as to use and disclosure and without breach of any confidentiality or other obligation by such third party; (iii) is shown by written record to have been rightfully known to and in your possession without restriction as to use and disclosure prior to your receipt of such Confidential Information from Renesas; or (iv) is developed by you without recourse to such Confidential Information.

6.3. Without limiting the foregoing, you agrees to keep all source code of the Licensed Software under password protection in a secure location to which access is restricted twenty four (24) hours a day to only those employees authorized to use the Licensed Software as provided in this EULA.

7. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY RENESAS PARTY BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THIS EULA OR THE LICENSED SOFTWARE (OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU OR UNDER THIS EULA) FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES; ANY LOST PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE; OR ANY COST OF SUBSTITUTE PROCUREMENT, OTHER ECONOMIC DAMAGE, PROPERTY DAMAGE, OR PERSONAL INJURY AS A RESULT OF BREACH OF ANY TERM OF THIS EULA, IN EACH CASE, WHETHER IN AN ACTION IN CONTRACT OR TORT, AND EVEN IF SUCH RENESAS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. You shall indemnify, defend and hold the Renesas Parties harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, resulting from the use of the Licensed Software by you or any other party acting, directly or indirectly, from or through you or resulting from any breach, default or other violation hereof by you.

8. Safety Critical Applications; Export Control.

8.1. You hereby represent and warrant that you shall not use the Licensed Software for the purpose 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. You also hereby represent and warrant that you 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.

8.2. You acknowledges that the Licensed Software and Renesas Products have not been designed for, nor intended for, application in life-critical or safety-critical applications, in which failure or malfunction is likely to result in one (or more) of: i) death or serious injury to people, ii) loss of, or severe damage to, equipment or property, or iii) environmental harm ("Safety-Critical Applications"). TO THE MAXIMUM EXTENT ALLOWED BY LAW, RENESAS HEREBY DISCLAIMS ANY LIABILITY OR DAMAGES ARISING FROM OR RELATED TO YOURS OR YOUR CUSTOMER'S USE OF THE LICENSED SOFTWARE AND RENESAS PRODUCTS IN SAFETY-CRITICAL APPLICATIONS.

8.3. Furthermore, you hereby represent and warrant that you 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.

9. Term and Termination.

This EULA is effective until it is terminated. This EULA will terminate automatically if you fail to comply with any terms and conditions provided herein. You may also terminate this EULA at any time by uninstalling and destroying the Licensed Software (including, for clarity, the Derivatives) and any copies thereof. Upon termination hereof, you shall stop all use of the Licensed Software (including, for clarity, the Derivatives) and any copies thereof, and destroy the Licensed Software (including, for clarity, the Derivatives) and any copies thereof, and the rights and licensed granted to you hereunder shall terminate. Section 1 and Sections 3 through 12 hereof shall survive any termination or expiration hereof.

10. Governing Law and Venue.

This EULA will be governed by and construed in accordance with the laws of Japan, without regard to conflicts of laws rules. The Tokyo District Court in Japan shall have exclusive jurisdiction over all disputes relating to this EULA. Each of the parties hereby irrevocably waives any objection they may now or hereafter have as to the venue of any such action or proceeding brought in such court, including, but not limited to, any objection that such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions hereof, the prevailing party shall be entitled to recover all costs of litigation, including actual attorneys' fees, related incidental expenses, and court costs.

11. Injunctive Relief.

The parties agree that, notwithstanding anything to the contrary herein, in the event of a Licensee breach or threatened breach of Sections 2 (License; Restrictions) or 6 (Confidentiality), Renesas will suffer immediate, irreparable harm for which recovery of monetary damages will be inadequate. Renesas may therefore enforce Sections 2 or 6 of this Agreement by seeking injunctive or other equitable remedies, in addition to available legal remedies, without the necessity of bond or proving actual damages to the extent of applicable law, before any court of competent jurisdiction at any time.

12. General Provisions.

If any part hereof is found void or unenforceable, it will not affect the validity of the balance hereof, which shall remain valid and enforceable according to its terms. This EULA may only be modified by a writing signed by an authorized officer of you and Renesas. Updates may be licensed to you by Renesas

with additional or different terms. The failure of a party to enforce any provision hereof shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision. This is the entire agreement between Renesas and you relating to the Licensed Software and the Derivatives, and it supersedes any prior or contemporaneous representations, discussions, undertakings, communications or advertising relating to the Licensed Software and the Derivatives. In the event of any conflict between any term or condition of this EULA and any term or condition of any applicable Additional Terms, the applicable term or condition of the Additional Terms shall apply and take precedence. With respect to Open Source Code, in the event of any conflict between any term or condition of this EULA and any term or condition of any applicable Open Source Terms, the applicable term or condition of the Open Source Terms shall apply and take precedence. You may not assign this EULA or your rights or obligations hereunder to a third party without the consent of Renesas. Renesas may assign this EULA or any rights or obligations hereunder to a third party without your consent.