

SOFTWARE LICENSE AGREEMENT

1. Scope of License

This Software License Agreement (hereinafter "Agreement") shall be applied to the followings: Software product provided by Toshiba Microelectronics Corporation (hereinafter "Software Product"), and, operation manual and so on relating to Software Product, whether in a printed form or in an electronic form (hereinafter "Materials").

These Software Product and Materials shall be hereinafter collectively called as "Product".

2. Effective Date

This Agreement shall be effective upon your decrypt of encrypted Software Product.

3. Grant of Rights.

1. Toshiba Microelectronics Corporation (hereinafter "Tosmec") grants to you a non-exclusive and non-transferable license to (i) use and modify the Product for the purpose of designing, making, having made, selling your product incorporating Tosmec's semiconductor with the Product, and (ii) have your customer used and modified the Product, for the purpose of designing, making, having made, selling your customer's product incorporating Tosmec's semiconductor with the Product. The modified Product shall be included in the Product.
2. Title to and any other intellectual property rights, including but not limited to, copyright, patent, know-how and trade secret, of the Product are retained by Tosmec.

4. License

You may make copy of the Software Product, on condition that you affix Tosmec's copyrights notice on the copied Software Product. These copied Software Products shall be included in the "Software Product".

5. Version-up and Support

Tosmec will not make any version-up and any support of the Product.

6. No Warranty

TOSMEC DISCLAIMS ALL WARRANTIES ON THE PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

TOSMEC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE OR LIABILITY ARISING FROM YOUR USE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO, LOST REVENUES, DATA OR PROFITS, DAMAGES OF ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL NATURE, PUNITIVE DAMAGES, OR BEING UNUSABLE, EVEN IF ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES.

8. Termination

1. Tosmec may terminate this Agreement forthwith in case you fail to comply with any provision of this Agreement.
2. Upon termination, you shall destroy the Product, and furnish to Tosmec reasonable evidence that proves such destruction.

9. Restriction on Product Use

1. Tosmec reserves the right to make changes to the information in the Product without notice
2. The Product and any information in the Product may not be reproduced without prior written permission from Tosmec. Even with Tosmec's written permission, reproduction is permissible only if reproduction is without alteration/omission
3. Though Tosmec works continually to improve Product's quality and reliability, Product can malfunction or fail. You are responsible for complying with safety standards and for providing adequate designs and safeguards for your hardware, software and systems which minimize risk and avoid situations in which a malfunction or failure of Product could cause loss of human life, bodily injury or damage to property, including data loss or corruption. Before you use the Product, create designs including the Product, or incorporate the Product into your own applications, you must also refer to and comply with (a) the latest versions of all relevant Tosmec information, including without limitation, the specifications, the data sheets and application notes for Product and the precautions and conditions set forth in the "Tosmec Semiconductor Reliability Handbook" and (b) the instructions for the application with which the Product will be used with or for. You are solely responsible for all aspects of your own product design or applications, including but not limited to (a) determining the appropriateness of the use of this Product in such design or applications; (b) evaluating and determining the applicability of any information contained in the Product, or in charts, diagrams, programs, algorithms, sample application circuits, or any other referenced the Product; and (c) validating all operating parameters for such designs and applications. TOSMEC ASSUMES NO LIABILITY FOR YOUR PRODUCT DESIGN OR APPLICATIONS.
4. PRODUCT IS NEITHER INTENDED NOR WARRANTED FOR USE IN EQUIPMENTS OR SYSTEMS THAT REQUIRE EXTRAORDINARILY HIGH LEVELS OF QUALITY AND/OR RELIABILITY, AND/OR A MALFUNCTION OR FAILURE OF WHICH MAY CAUSE LOSS OF HUMAN LIFE, BODILY INJURY, SERIOUS PROPERTY DAMAGE AND/OR SERIOUS PUBLIC IMPACT ("UNINTENDED USE"). Except for specific applications as expressly stated in the Product, Unintended Use includes, without limitation, equipment used in nuclear facilities, equipment used in the aerospace industry, medical equipment, equipment used for automobiles, trains, ships and other transportation, traffic signaling equipment, equipment used to control combustions or explosions, safety devices, elevators and escalators, devices related to electric power, and equipment used in finance-related fields. IF YOU USE PRODUCT FOR UNINTENDED USE, TOSMEC ASSUMES NO LIABILITY FOR PRODUCT. For details, please contact your Tosmec sales representative
5. Product shall not be used for or incorporated into any products or systems whose manufacture, use, or sale is prohibited under any applicable laws or regulations
6. The information contained in the Product is presented only as guidance for Product use. No responsibility is assumed by Tosmec for any infringement of patents or any other intellectual property rights of third parties that may result from the use of Product. No license to any intellectual property right is granted by the Product, whether express or implied, by estoppel or otherwise
7. Do not use or otherwise make available Product and related technology for any military purposes, including without limitation, for the design, development, use, stockpiling or manufacturing of nuclear, chemical, or biological weapons or missile technology products (mass destruction weapons). Product and related technology may be controlled under

the applicable export laws and regulations including, without limitation, the Japanese Foreign Exchange and Foreign Trade Law and the U.S. Export Administration Regulations. Export and re-export of Product or related technology are strictly prohibited except in compliance with all applicable export laws and regulations

8. Before creating and producing designs and using, you must also refer to and comply with the latest versions of all relevant Tosmec information and the instructions for the application that Product will be used with or for

10. Governing Law

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

TOSHIBA MICROELECTRONICS CORPORATION