

EVALUATION LICENSE AGREEMENT

BETWEEN

LACROIX Electronics Cesson, SAS, a French company registered at the Rennes Trade Register under number 378 445 647 and having its registered office at ZAC ViaSilva – 3700 Boulevard des Alliés – 35510 Cesson-Sévigné, France, hereinafter “**LACROIX**”,

On the one hand,

AND

_____, hereinafter “**Licensee**”,

On the other hand,

WHEREAS, LACROIX develops hardware and software for automotive, industrial and consumer markets,

WHEREAS, Licensee desires to license Software (as this term is defined below) from LACROIX for evaluation purposes,

NOW, THEREFORE, in consideration of the mutual premises and covenants herein, the parties agree as follows:

1. Definitions

Affiliate: means any entity which, either directly or indirectly, now or thereafter, controls, is controlled by, or is under common control with, a party hereto, provided that for purposes of the foregoing, “**control**” shall mean fifty percent (50%) or more of the outstanding equity or ownership interest of any such entity, or the power to designate the managing authority.

Agreement: means the present agreement, including any appendices thereto.

Confidential Information: means any business or technical information of LACROIX, including, without limitation, know-how, whether or not patentable or copyrightable. The terms of this Agreement, the Software, Materials, Information and all intellectual property therein and thereto, and any information obtained, directly or indirectly, by Licensee through inspection, review or analysis of the Software, Materials and/or Information shall in any event be deemed to be Confidential Information of LACROIX.

Derived Materials: means a work derived from Materials.

Information: means information relating to Software and/or Materials.

Materials: means any tools, documentation and/or hardware provided by LACROIX for use with the Software, and listed in Appendix A hereto. Materials include Derived Materials.

Software: means the software provided by LACROIX pursuant to the terms of this Agreement and listed in Appendix A thereto.

2. License

- 2.1 Subject to the terms and conditions of this Agreement, LACROIX hereby grants Licensee, for the duration identified in Section 6.1 hereunder and for the amount specified in related commercial offer, a temporary, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable:
- 2.1.1 Right to use the Software, Information and Materials identified in Appendix A hereto, solely in combination with Licensee's products, with the target hardware platform and on Licensee's sites listed in Appendix A hereto, and for the exclusive purpose of evaluating and demonstrating such Software, and expressly excluding any production or commercial purpose, and
 - 2.1.2 Right to copy and modify any Software licensed in source code format as identified in Appendix A hereto, for the exclusive purpose of evaluating such Software, and expressly excluding any production or commercial purpose, and
 - 2.1.3 Right to copy any Software licensed in binary format as identified in Appendix A hereto, for the authorized number of copies as identified in Appendix A hereto, for the exclusive purpose of evaluating such Software, and expressly excluding any production or commercial purpose.
- 2.2 The above license rights do not extend to any third party software or third party components comprised within any Software, as advised by LACROIX from time to time. The use of such third party software or components is subject to any license conditions the relevant third party licensors may impose. Licensee undertakes to comply with those license conditions imposed by the relevant third party licensors. A list of the third party software or components and of the relevant applicable license conditions are provided in Appendix A hereto.
- 2.3 The Software may contain Open Source software subject to specific Open Source software license terms. Licensee undertakes to comply with the Open Source software license terms and warrants that the portion of the Software not subject to Open Source software license will not become subject to Open Source license by any act and/or omission of Licensee. A list of Open Source software incorporated in the Software, and the corresponding Open Source software license terms are provided in Appendix A hereto.

3. Intellectual Property

- 3.1 LACROIX and/or its suppliers retain ownership in all intellectual property rights in all Software, Materials and/or Information and all modifications, enhancements or other derivative works thereof. Licensee acknowledges and agrees that any provision to Licensee of any or all of those items shall not confer on Licensee any intellectual property or other rights in relation to the Software, Materials and/or Information. Ownership of all complete or partial copies of the Software, Materials and/or Information and any other documents containing Information shall at all times remain with LACROIX and/or its suppliers. Licensee agrees to reproduce on any copies – when authorized hereunder – of all or part of any Software, Materials and/or any other documents containing Information, which Licensee may make in any tangible medium, the appropriate copyright, patent and trademark notices included in the original or modified form of any Software, Materials and/or any other documents containing Information.

- 3.2 If Licensee is notified by a third party that that party claims rights in the Software, Materials and/or Information, or that the use of the Software, Materials and/or Information infringes any right of that third party, Licensee agrees to immediately notify LACROIX and, at LACROIX's request, to immediately cease the use of the Software, Materials and/or Information. If LACROIX is unable to allow Licensee to continue the use of related Software, Materials and/or Information or any part thereof, this Agreement shall terminate forthwith, and the provisions of Section 6 shall apply.
- 3.3 Licensee shall use the Software, Materials and/or Information or any part thereof strictly in accordance with any applicable laws, orders and regulations, including, but not restricted to, those related to export control. Licensee shall use Materials and Information exclusively to support its use of the Software.
- 3.4 Except to the extent permitted by applicable law or hereunder, Licensee shall not: i) copy, adapt or reproduce the Software or any Materials; ii) remove, modify, decompile, disassemble, translate, enhance or reverse engineer the Software (or otherwise attempt to derive the source code); iii) decode, decrypt the Software, in whole or in part, or remove, circumvent or neutralize any security measures incorporated therein; iv) sell, assign, encumber, time share, rent, lease, lend, distribute, localize, or port the Software, allow remote access to the Software, or place the Software on any publicly accessible internet site; v) manufacture or create derivative works of the Software, or grant anyone a license to engage in similar conduct; vi) review or analyze the Software or any part thereof for the purpose of determining the infringement, validity, or enforceability of any Licensee or third party intellectual property right, or allow any third party to engage similar conduct; vii) provide, disclose or transmit any results of tests or benchmarks related to any Software to any third party.

4. **Non-Disclosure**

- 4.1 Licensee undertakes to respect and preserve the confidentiality of any Confidential Information.
- 4.2 As such, Licensee shall not communicate or otherwise make available any Confidential Information to any third party, or copy, adapt, or otherwise reproduce the same.
- 4.3 The obligations contained in this Section 4 shall not apply, or shall cease to apply, to such part of the Confidential Information as Licensee can show to the reasonable satisfaction of LACROIX:
- 4.3.1 has become public knowledge, other than through the fault of Licensee; or
 - 4.3.2 was already known to Licensee prior to receipt; or
 - 4.3.3 has been received from a third party who neither acquired it in confidence from LACROIX, nor owed LACROIX a duty of confidence in respect of it; or
 - 4.3.4 is independently developed by Licensee without any use or reference of LACROIX's Confidential Information; or
 - 4.3.5 Licensee is required by law to disclose to any court or other competent authority, provided that Licensee provides LACROIX with reasonable prior notice of the same so that LACROIX shall have the opportunity to make any submissions to such court or other competent authority or to seek any other legal remedies available to it.
- 4.4 Licensee shall promptly notify LACROIX if it becomes aware of any breach of confidence by any person or party to whom Licensee divulges all or any part of the Confidential Information and shall give LACROIX all reasonable assistance in connection with any proceedings LACROIX may institute against such person or party for breach of confidence.

4.5 These obligations as to confidentiality shall remain in full force and effect notwithstanding any termination, for any reason whatsoever of this Agreement.

5. **Warranty and Indemnification**

5.1 **WARRANTY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL THE SOFTWARE, MATERIALS AND INFORMATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

5.2 **LIMITATION OF LIABILITY.** IN CASE OF DIRECT AND MATERIAL DAMAGE, LACROIX'S LIABILITY SHALL NOT EXCEED TWENTY PER CENT (20%) OF THE AMOUNT PAID BY LICENSEE TO LACROIX FOR THE SOFTWARE, MATERIALS AND/OR INFORMATION WHICH CAUSED THE DAMAGE. IN NO EVENT SHALL LACROIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY SOFTWARE, MATERIALS OR INFORMATION PROVIDED UNDER THIS AGREEMENT, WHETHER OR NOT LACROIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

5.3 **IDEMNIFICATION.** LICENSEE'S USE OF THE SOFTWARE, MATERIALS AND/OR INFORMATION, SHALL BE AT LICENSEE'S SOLE RISK. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LACROIX AND ITS LICENSORS, THEIR EMPLOYEES, REPRESENTATIVES, AGENTS AND DIRECTORS FOR ALL LOSSES AND DAMAGES AND REASONABLE EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES INCURRED BY THEM IN ANY THIRD PARTY CLAIM, SUIT OR PROCEEDING BASED UPON (A) LICENSEE'S USE OF ANY SOFTWARE, MATERIALS AND/OR INFORMATION, OR UPON (B) LICENSEE'S BREACH OF THIS AGREEMENT.

6. **Term and Termination**

6.1 This Agreement shall enter into force on [REDACTED]. It shall terminate automatically two years later on [REDACTED] unless extended by the parties pursuant to an amendment to this Agreement, or unless terminated earlier as per the below terms.

6.2 This Agreement may be terminated as follows:

6.2.1 By either party if the other party is in breach of any of its obligations under this Agreement and has failed to remedy such breach within fifteen (15) days of receipt of written notice of such breach by the non-breaching party; or

6.2.2 By mutual written agreement of the parties at any time; or

6.2.3 By LACROIX upon written notice to Licensee according to Section 3.2 hereunder.

6.3 Upon termination, unless otherwise advised in writing by LACROIX, Licensee shall, within ten (10) working days, (i) return to LACROIX all copies of all or part of the Software, the Confidential Information, the Materials, and any documents containing any Information, and (ii) completely delete all electronic copies of all or any part of the same in its possession and

- certify such deletion to LACROIX within five (5) days. Licensee shall return the Materials in the same condition as they were when provided by LACROIX to Licensee.
- 6.4 The license rights granted to Licensee under this Agreement shall terminate forthwith upon expiration or termination of this Agreement.
7. **General**
- 7.1 Any notice given under this Agreement shall be in writing, in English and addressed to the other party at the address mentioned in this Agreement. Any such notice shall be deemed to have been received:
- 7.1.1 If delivered personally, at the delivery date;
- 7.1.2 In the case of pre-paid recorded delivery or registered post, three (3) days from the date of posting. In such a case, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.
- 7.2 This Agreement may only be amended by a written amendment signed by both parties.
- 7.3 The paragraph headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.
- 7.4 If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or arbitrator, the other provisions shall remain in full force and effect. The waiver of or acquiescence by any party to any terms or provisions of this Agreement, or the failure of any party to insist upon strict compliance with any warranty, representation, term, or condition in this Agreement, shall not constitute a waiver of any subsequent default or failure, whether similar or dissimilar.
- 7.5 This Agreement and the documents referred to in it contain the entire agreement between the parties in relation to its subject matter and, save in respect of any fraudulent misrepresentation by either party, supersede all prior representations, agreements, arrangements and understandings between the parties, whether written or oral, relating to the purpose of this Agreement.
- 7.6 Any person that is not a party to this Agreement (including any employee of any party to this Agreement) shall not have nor acquire any rights by reason of this Agreement, nor shall any party hereto have any obligations or liabilities to such other person by reason of this Agreement. Nothing contained in this Agreement shall be deemed to constitute the parties as partners or joint venturers with each other or any other person. The parties are, for any and all purposes, independent contractors. Neither party has, nor shall ever have, any express or implied right to enter into any obligation or responsibility on behalf of the other party.
- 7.7 Licensee shall not assign, novate, or otherwise dispose of its rights and/or obligations under this Agreement, or any part thereof, without the prior written consent of LACROIX (such consent not to be unreasonably withheld, delayed, or conditioned). LACROIX has the right to freely assign, delegate, subcontract or otherwise transfer any of its rights or obligations hereunder, in whole or in part, including without limitation to any of its Affiliates. The provisions of this Agreement shall be binding upon and inure to the benefit of LACROIX and its successors and permitted assigns.

- 7.8 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all the counterparts together shall constitute one and the same instrument.
- 7.9 Sections 2.2, 2.3, 3, 4, 5, 6.3 and 7 herein shall survive the expiration or termination of this Agreement.
- 7.10 This Agreement shall be governed and construed in accordance with the Laws of France. Any dispute arising out of or in connection with the interpretation and/or performance of this Agreement shall fall under the exclusive jurisdiction of the Commercial Court of Rennes in France. Licensee acknowledges and agrees that the foregoing shall not prevent, restrict or otherwise limit in any manner, LACROIX's rights to seek equitable remedies, including injunctive relief, before any competent court in any jurisdiction

LACROIX Electronics Cesson

Signature

Name : Vincent Leduby

Function : A3 Business Line Director

Date _____

Licensee

Signature

Name _____

Function _____

Date _____

APPENDIX A

Licensed software:

MODULE	COMPONENT	DESCRIPTION	LICENSOR	LICENSE	FORMAT	Core & OS	DELIVERED PURSUANT TO THIS AGREEMENT
eCUBE BSP	Firmware (IPL)	u-boot, CR7-Loader	Third Party	Open source [2]	Source code	Bare metal	YES
	Linux	Linux Renesas	Third Party	Open source [2]	Source code	CA53 Linux	YES
		Root-FS	Third Party	Open source [2]	Source code	CA53 Linux	YES
		Kernel-module-eviewitf-mfis	LACROIX	MIT & GPL V2	Source code	CA53 Linux	YES
		Kernel-module-spi-mfis	LACROIX	MIT & GPL V2	Source code	CA53 Linux	YES
		Eviewitf	LACROIX	MIT	Source code	CA53 Linux	YES
	SDK	Toolchain	Third Party	Open source [2]	Source code	CA53 Linux	YES
		Root-FS	Third Party	Open source [2]	Source code	CA53 Linux	YES
R-Car environment	ISP Driver	libcisp_v3h1.a libtisp_v3h1.a	Third Party	Renesas [1]	Binary	CA53 Linux	YES
	OSAL wrapper	libosal_wrapper.a	Third Party	Renesas [1]	Binary	CA53 Linux	YES
eView	Board	eCUBE DVP board config	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
	Core	Mini scheduler	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		SPI driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		I2C driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		SCIF (UART) driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		GPIO driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		MFIS driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		RT-DMA driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		CSI2 driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		VIN driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		ISPCS driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
		DU driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES

		LVDS driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES	
		VSPD driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES	
	Display	AV7511 driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES	
	Cameras		IMX390 sensor driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
			AR0220 sensor driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
			MAX96716 driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
			MAX9295 driver	LACROIX	LACROIX	Binary	CR7 Bare metal	YES
	Streamer	Linux frame buffer display	LACROIX	LACROIX	Binary	Bare metal	YES	
	Camera	Single camera	LACROIX	LACROIX	Binary	Bare metal	YES	
	Config	Multi cameras	LACROIX	LACROIX	Binary	Bare metal	YES	
eVision	est_lc01	Estimator light control	LACROIX	LACROIX	Binary	CA53 Linux	YES	
eTune	Libetune-api	ISP driver wrapper	LACROIX	LACROIX	Binary	CA53 Linux	YES	
	Calibration file	IMX390 RGGGB	LACROIX	LACROIX	Binary	CA53 Linux	YES	
		AR0220 RCCB	LACROIX	LACROIX	Binary	CA53 Linux	YES	
Customer-app	Application	Sample application	LACROIX	LACROIX	Source code	Linux	YES	

[1] License terms defined in the software license agreement concluded by and between Licensee and Renesas for a duration at least equivalent as the duration of this Agreement

[2] VH3SK V1.X: [git://git.yoctoproject.org/poky](https://git.yoctoproject.org/poky), [git://git.openembedded.org/meta-openembedded](https://git.openembedded.org/meta-openembedded), [git://github.com/renesas-r-car/meta-renesas](https://github.com/renesas-r-car/meta-renesas), [git://git.yoctoproject.org/meta-mingw](https://git.yoctoproject.org/meta-mingw), [git://github.com/CogentEmbedded/meta-r-car](https://github.com/CogentEmbedded/meta-r-car).git

Target hardware platform:

Platform: eCUBE DVP
 Cameras: LEOPARD IMAGING IMX390 RGGGB GMSL2,
 LEOPARD IMAGING AR0220 RCCB GMSL2
 CPU: Renesas R-Car V3HSK V21

Authorized numbers of copies for Software licensed in binary format:

MODULE	Description
eView	One (1) copy attached to hardware product serial number.
eTune	One (1) copy attached to hardware product serial number.
eVision LSC	One (1) copy attached to hardware product serial number.

Authorized Licensee's site(s):

[Redacted site information]

Materials provided by LACROIX:

- 1- Documentation
 - a. eViewIrf.pdf
 - b. eTuneAPI.pdf

LACROIX Electronics Cesson

S.A.S. au capital de 1 029 050 EUR - SIREN 378 445 647 – APE 7112B – TVA FR65378445647

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