

## Tool License Agreement

### Article 1 Definition of terms

- 1.1. "You(r)" shall mean the user who uses and/or operates Tool in accordance with the terms and conditions of this Agreement.
- 1.2. "ROHM" shall mean ROHM Co., Ltd, and its Affiliates as applicable to the terms and conditions of this Agreement.
- 1.3. "Tool" shall mean any contents (including but not limited to calculation sheet and PCB Part Library) and related documents to support your design activity for use of ROHM products.

### Article 2 License

Subject to the terms and conditions of this Agreement, ROHM hereby grants You a non-exclusive and non-transferable license to use Tool. This Agreement shall also apply to any modified and updated version of Tool.

### Article 3 License Restrictions

- 3.1. You shall not assign, sell, sublicense, lease, or in any other way transfer Tool to any third party.
- 3.2. You shall not upload and release Tool on any network (including without limitation Internet and Intranet).
- 3.3. You shall not remove copyright notice in Tool.
- 3.4. You shall not reverse engineer, decompile, disassemble, or otherwise analyze or alter Tool.

### Article 4 Intellectual Property Rights

- 4.1. Copyright (including the rights provided under Articles 27 and 28 of Japanese Copyright Law) and any and all intellectual property rights relating to Tool shall belong to ROHM or its licensors. Nothing in this Agreement shall transfer rights to You, in whole or in part, pertaining to Tool.
- 4.2. Tool is protected under copyright laws and international copyright treaties, and any other intellectual property laws and treaties.

### Article 5 Warranties and Disclaimers

- 5.1. TOOL IS PROVIDED "AS IS" AND ROHM HEREBY DISCLAIMS ALL

WARRANTIES WITH RESPECT TO TOOL, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THE RESULT OF USE, AND THE ABSENCE OF NEGLIGENCE.

5.2. IN NO EVENT SHALL ROHM BE LIABLE FOR ANY DAMAGES INCURRED BY YOU AND ANY THIRD PARTY DUE TO, ARISING FROM OR IN CONNECTION WITH THE USE OF TOOL, THE RESULT OF SUCH USE, OR INTERRUPTION OF USE OF TOOL.

5.3. You hereby acknowledge that ROHM is not obliged to update Tool or to fix bugs and flaws of Tool.

5.4. You hereby acknowledge that ROHM is not obliged to provide you with any technical services and any support related to Tool.

5.5. You hereby acknowledge that ROHM has the right to change or delete Tool (such as the specification of such Tool) without any notice to You. IN NO EVENT SHALL ROHM BE LIABLE FOR ANY DAMAGES INCURRED BY YOU DUE TO SUCH CHANGE OR DELETION.

5.6. ROHM makes Tool with care to ensure accuracy. IN NO EVENT SHALL ROHM BE LIABLE FOR ANY DAMAGES INCURRED BY YOU DUE TO INCORRECT DESCRIPTION OR PRECISION OF CALCULATIONS IN TOOL.

5.7. ROHM is not liable for incorrect application of Tool on any and all Your computer systems.

5.8. Tool includes a calculation to decide external constant in case of You use ROHM products for circuit design; however, Tool cannot reflect the electrical performance under all conditions, nor does Tool warrant the actual operation.

5.9. Although some of Tool require to use conversion tool, ROHM shall have no obligation to provide it. IN NO EVENT SHALL ROHM BE LIABLE FOR ANY DAMAGES INCURRED BY YOU DUE TO USE OF CONVERSION TOOL OR DATA CONVERSION.

#### Article 6 Miscellaneous

6.1. In any circumstances, the latest datasheet is final design guideline. If there is any difference between datasheet and Tool, datasheet shall prevail.

6.2. If You fail to comply with any terms and conditions of this Agreement, this Agreement shall be terminated automatically. Upon termination of this Agreement for any reason, You shall stop using Tool and all rights granted to You in this Agreement shall terminate.

6.3. In the event that there is a doubt in relation to any matter not provided for in this Agreement or any provision of this Agreement, it shall be resolved in consultation

between You and ROHM.

6.4. This Agreement shall be governed by the laws of Japan. You agree that all disputes relating to this Agreement shall be exclusively submitted to Kyoto District Court of Japan.

ROHM Co., Ltd.

April 2020