



## TERMS AND CONDITIONS OF USE

This Terms and Conditions of Use (the “**Agreement**”) is legally binding contract between Renesas Electronics Corporation (“**RENESAS**”) and you.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT AND, IN SUCH EVENT, “YOU” WILL REFER TO THAT COMPANY OR LEGAL ENTITY.

IF YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY, DO NOT SELECT THE “I ACCEPT” BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT AND DO NOT DOWNLOAD, OPEN, ACCESS OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE DOCUMENT. RENESAS PERMITS YOU TO DOWNLOAD, OPEN, ACCESS, OR OTHERWISE COPY, OR USE THE DOCUMENT ONLY IN ACCORDANCE WITH THIS AGREEMENT.

IF YOU HAVE ENTERED INTO AN INDIVIDUAL **NON-DISCLOSURE AGREEMENT** WITH RENESAS WITH RESPECT TO **R-CAR GEN4**, THE INDIVIDUAL AGREEMENT SHALL REPLACE AND SUPERSEDE THIS AGREEMENT.

1. For the purpose of this Agreement, "Confidential Information" means any information disclosed by Renesas to you by downloading from this website in connection with R-Car Gen4 documentations. Notwithstanding the foregoing, Confidential Information shall not include such information that: (a) at the time of disclosure, is published or is otherwise in the public domain; (b) was known to you prior to receipt from Renesas, provided that such prior knowledge must be reasonably evidenced by documentary evidence predating the disclosure by Renesas; (c) after disclosure, becomes part of the public domain other than through a breach of this Agreement by you or violation of an obligation of confidentiality; (d) is disclosed to you by a third party and who, in making such information available to you, is not, directly or indirectly, in violation of any obligation of confidentiality to Renesas; (e) approved by Renesas' prior written consent to be released into the public domain; or (f) was independently developed by you without use of or reference to the Confidential Information disclosed by Renesas, as evidenced by your contemporaneous written records.
2. You hereby agree that you shall treat the Confidential Information as strictly confidential, holding it in confidence using the same degree of care you use to protect confidentiality of your own information and materials of a similar nature and importance, but in no event less than reasonable care, and shall neither disclose or divulge it, directly or indirectly, to any third party nor use such Confidential Information for any purpose other than the purpose to evaluate & develop automotive system based on R-Car Gen4 devices. You are not allowed to reproduce or modify, the Confidential Information or any part thereof, provided that you may make a limited number of copies of the Confidential Information as reasonably necessary for the purpose of this Agreement so long as such copies are reproduced with any restrictive legends of the original. You further agree that you shall restrict the access to the Confidential Information only to your employees who are bound by confidentiality obligations that are no less restrictive than those set forth herein and have a need to know such Confidential Information for the purpose of this Agreement. You agree to promptly advise Renesas in writing if you become aware of any unauthorized use or disclosure of Renesas' Confidential Information.

3. If you are legally compelled to disclose any of the Confidential Information, you shall, to the extent possible and legally permitted, provide Renesas with prompt written notice of any such request or requirement in advance of such disclosure so that Renesas may in its sole discretion seek a protective order or other appropriate remedy, at Renesas' expense. If Renesas elects to seek a protective order, you shall reasonably cooperate with Renesas at Renesas' expense to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. If, in the absence of a protective order or other remedy to protect confidentiality, you are nonetheless legally required to disclose the Confidential Information, you may, without liability hereunder, disclose only that portion of the Confidential Information which is legally required to be disclosed; provided, however, that you use reasonable best efforts to preserve the confidentiality of the Confidential Information.
4. All Confidential Information disclosed by Renesas to you under this Agreement and all proprietary rights in any inventions and developments that may arise from the use of or reference thereto are the property of Renesas or, as applicable, the entity that has authorized to disclose such Confidential Information. Upon Renesas' request, you will, within thirty (30) days from receipt of such request, return to Renesas all copies of the Confidential Information in your possession, or certify that all such copies have been destroyed.
5. This Agreement shall commence on the date you agreed to the terms and conditions of this Agreement and continue in full force and effect for a period of 2 years thereafter unless earlier terminated by Renesas at any time for convenience upon giving thirty (30) days' prior notice to you. Notwithstanding any termination of this Agreement, your confidentiality obligations under this Agreement shall survive indefinitely with respect to any Confidential Information.
6. You acknowledge that, due to the unique nature of the Confidential Information, the unauthorized use or disclosure of Confidential Information or any other breach or threatened breach of your obligations will cause Renesas irreparable harm for which there will be no adequate remedy at law and for which monetary damages will not be a sufficient remedy. Accordingly, Renesas shall be entitled to seek, without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
7. **RENESAS WARRANTS THAT IT HAS THE RIGHT AND/OR AUTHORITY TO DISCLOSE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. OTHERWISE, ALL INFORMATION AND MATERIALS (INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION) ARE PROVIDED "AS IS," AND RENESAS MAKES ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SUFFICIENCY OF THE INFORMATION OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION) DISCLOSED FOR ANY PURPOSE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**
8. This Agreement does not, and is not intended to: (a) create an agency or partnership relationship between the parties or any third party; (b) impose an obligation on either party to purchase, sell, license, or transfer technology, services or products; (c) impose an obligation on either party to disclose the Confidential Information; or (d) grant or confer, expressly or by implication, any license or ownership right or interest in or to any trademark, patent, trade secret, copyright, mask work or other intellectual property.
9. You shall comply with applicable laws, regulations, and orders, including, without limitation, those that may relate to the export of technical data and equipment, such as the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations, and U.S. sanctions as administered by the Office of Foreign Assets Control. You will not export, directly or indirectly, any of the Confidential Information without first obtaining required export licenses and/or government approvals.
10. This Agreement, and any dispute arising from the relationship between the parties under this Agreement, will be governed by the laws of Japan, excluding its conflict of laws rules. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Courts, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts for purposes of such proceedings.
11. You may not assign or delegate this Agreement, or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Renesas.

12. This Agreement embodies the entire understanding between the parties pertaining to its subject matter and supersedes all prior or contemporaneous representations, negotiations, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. Any additions or modifications to the Agreement must be in writing and signed by both parties. No waiver shall be binding unless executed in writing by the party against whom the waiver is sought to be enforced and each such waiver shall not constitute a waiver of any other or subsequent breach or default. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

## Terms and Conditions of Software Evaluation License

This Terms and Conditions of Software Evaluation License (the “**Agreement**”) is legally binding contract between Renesas Electronics Corporation (“**RENESAS**”) and you (“**Customer**”).

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Therefore, in such event, please destroy all the download files containing the Software immediately.

### Section 1. (Definition)

As used herein, the following terms shall have the meanings set forth below:

- 1.1 “**Program**” means the computer program for the RENESAS LSI as set forth in Appendix A.
- 1.2 “**Documentation**” means the documentation relevant to the Program as set forth in Appendix A.
- 1.3 “**Program Product(s)**” means the Program and the Documentation, collectively.
- 1.4 “**RENESAS LSI**” means RENESAS semiconductor product as set forth in Appendix A.
- 1.5 “**Reference Platform**” means reference platform as listed in Appendix A, which shall incorporate the RENESAS LSI.
- 1.6 “**Open Source Software**” means each of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models; and (ii) any software that requires as a condition of use, modification and/or distribution that such software or other software incorporated into, derived from or distributed with such software: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

## Section 2. (License Grant)

- 2.1 Subject to the terms and conditions set forth in this Agreement, RENESAS hereby grants to Customer a personal, non-exclusive, non-transferable, royalty-free, with no rights to sublicense to others, for the sole purpose of internally evaluating the function of the Program Product on the Reference Platform:
- (i) to use and copy the Program;
  - (ii) to modify the source code portion of the Program and compile into object code;
  - (iii) to develop the demonstration environment incorporating the Program on the Reference Platform (**“Demo Environment”**);
  - (iv) to display the Demo Environment on the occasion of exhibitions and so on; and
  - (iii) to use and copy the Documentation only to the extent reasonably necessary to exercise the license granted in Sub-Sections (i) through (ii) above.
- 2.2 Customer may delegate any portion of the activities permitted under Section 2.1 above to a third party (**“Subcontractor”**) upon prior approval by RENESAS, provided that Customer shall impose on such Subcontractor the same obligations and restrictions contained in this Agreement and shall remain responsible for such Subcontractor’s compliance with such obligations and restrictions.
- 2.3 Customer shall not reverse engineer, reverse compile or disassemble the object code portion of the Program.
- 2.4 Customer shall not sublicense, rent, assign, transfer or otherwise dispose of the Program Products and its license to any third party.
- 2.5 Customer shall not alter, remove or delete, and shall reproduce any copyright, patent or other proprietary rights notice or markings contained on or within the Program Products
- 2.6 In addition to the license terms and conditions set forth herein, Customer agrees to comply with the additional license terms and conditions set forth in Appendix B.
- 2.7 In the case that Customer uses the Program Products with any Open Source Software, Customer acknowledges and agrees that Customer shall continue to be bound by the terms and conditions set forth herein for use of the Program Products. Customer shall take all necessary measures to avoid the application of the terms and conditions of Open Source Software to the Program Products.
- 2.8 Except as expressly provided herein, no rights or licenses shall be granted to Customer in connection with the Program Products.

## Section 3. (Ownership)

- 3.1 Nothing contained herein shall transfer or be deemed to transfer to Customer any title, interest or intellectual property rights in Program Products, which shall remain an exclusive property of RENESAS and/or licensor(s) of RENESAS.
- 3.2 The title, interest or intellectual property rights in the modification of the Program created by or for Customer hereunder shall be owned by Customer, subject to the underlying title, interest and/or intellectual

property rights in Program Products retained by Renesas and/or licensor(s) of Renesas in accordance with Section 3.1 above.

#### **Section 4. (Confidentiality)**

- 4.1 Customer hereby agrees that it shall treat the Program Products and related information (collectively as “**Confidential Information**”) furnished by RENESAS to Customer hereunder as strictly confidential, and shall neither disclose or divulge it, directly or indirectly, to any third party nor use such Confidential Information for any purpose other than the purpose of this Agreement. Customer further agrees that it shall restrict the access to Confidential Information only to its employees who have confidentiality obligations and have a need to know such Confidential Information for the purpose of this Agreement.
- 4.2 Notwithstanding Section 4.1 above, Customer may disclose Confidential Information to Subcontractor to the extent reasonably necessary for the purpose permitted under Section 2.2 above and in such event, Customer shall enter into a written non-disclosure agreement with each such third party in advance that contains confidentiality and restricted use obligations at least as protective as those contained herein.

#### **Section 5. (Warranty Disclaimer)**

CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE PROGRAM PRODUCTS ARE PROVIDED “AS IS”. RENESAS AND/OR ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), IN WHOLE OR IN PART WITH RESPECT TO THE PROGRAM PRODUCTS WHICH MAY BE PROVIDED BY RENESAS TO CUSTOMER HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT RENESAS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING OR WARRANTY THAT THE USE OF THE PROGRAM PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS AND ITS LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF PROGRAM PRODUCTS PROVIDED BY RENESAS TO CUSTOMER.

#### **Section 6. (Limitation of Liability)**

WITHOUT LIMITING ANY OTHER PROVISIONS IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT SHALL RENESAS BE LIABLE TO CUSTOMER (OR ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER’S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR ANY OTHER ECONOMIC DAMAGE, PROPERTY DAMAGE, OR PERSONAL INJURY WHETHER BASED ON BREACH OF ANY TERM OF THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER RENESAS WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

## **Section 7. (Export Control)**

Customer represents and warrants that Customer shall not use the Program Products for the purposes 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. Customer also represents and warrants that Customer shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the Program Products 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. Furthermore, Customer represents and warrants that Customer shall not directly or indirectly, export, re-export, transship or otherwise transfer the Program Products 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.

## **Section 8. (Term and Termination)**

- 8.1 This Agreement shall continue in force for six (6) months from the date Customer you agreed to the terms and conditions of this Agreement (“**Effective Date**”) unless sooner terminated pursuant to Section 8.2.
- 8.2 RENESAS may immediately terminate this Agreement by giving a written notice of termination to Customer:
- (i) if Customer defaults in any of the provisions of this Agreement and does not remedy the default within one (1) month after a written notice is given requesting to remedy the default;
  - (ii) if Customer becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against Customer, or a receiver is appointed with respect to any of the assets of Customer, or liquidation proceeding is commenced by or against Customer or if in the opinion of the RENESAS the Customer does any act which prejudices its rights; or
  - (iii) if there is a change of control of Customer.
- 8.3 In the event that this Agreement is terminated pursuant to Section 8.1 or 8.2 above, Customer shall promptly take the following steps;
- (i) Customer shall destroy the Program Products and any information regarding the Program Products provided by RENESAS pursuant to this Agreement. Customer also shall not use or provide the Program Products and such information to any third party.
  - (ii) Customer shall promptly submit a certificate of such destruction to RENESAS.

## **Section 9. (Survival)**

The parties agree that the rights and obligations set forth in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 3 through 7, 8.3, and 9 through 13 shall survive the termination of this Agreement by any reason including Section 8 of this Agreement.

## **Section 10. (Separability)**

If any part of this Agreement is found to be illegal or unenforceable, then such illegal or unenforceable part will be stricken, but the remainder of this Agreement will continue in full force and effect.

## **Section 11. (Governing Law)**

This Agreement shall be governed by the laws of the state of California. Any and all disputes, controversies or claims arising out of or relating to this Agreement that cannot be settled amicably shall be finally settled by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Santa Clara, California and shall be conducted in the English language. The arbitration award shall be final and binding upon the parties hereto and shall not be subject to appeal to court; and judgment on the award may be entered in any court having jurisdiction thereof.

#### **Section 12. (Assignment)**

Except as expressly provided herein, Customer shall not assign any rights, or subcontract or otherwise delegate any duties, under this Agreement to any third party without the prior written consent of RENESAS. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

#### **Section 13. (Entire Agreement)**

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Any change, modification or amendment of the terms of this Agreement shall not be effective unless reduced to writing and authorized by RENESAS.

## Appendix A

### 1. Program

Description	R-Car Product	Part number	Specified additional license terms
Linux BSP (including IPL)	V3M/V3H2/V4H	—	—
R-Car SDK Linux ARM Compiler	V3M/V3H2/V4H	—	—
R-Car SDK Linux	V3M/V3H2/V4H	—	Appendix B
R-Car V4H CR52 MCAL	V3M/V3H2/V4H	—	-
CEVA CDNN/DSP add-on package for SDK1	V4H/V4M	-	-
R-Car V4x DSP Kernel Library	V4H/V4M	RTM8RCC779GZRCKBS00JPZ0E	-
R-Car V4x Hybrid Compiler	V4H/V4M	RTCR779GAP30WNJLX00000	-

### 2. Documentation

Technical documentation for the Program as stated above

### 3. RENESAS LSI

R8A77970 (R-Car V3M)

R8A77980A (R-Car V3H2)

R8A779G0 (R-Car V4H)

R8A779H0 (R-Car V4M)

### 4. Reference Platform

R-Car V3M System Evaluation Board (EAGLE)

R-Car V3H2 System Evaluation Board (CONDOR-i)

R-Car V4H System Evaluation Board (WhiteHawk)

R-Car V4M System Evaluation Board (GrayHawk)

## **Appendix B**

### **Restriction on Use of Image Recognition software**

1. Customer acknowledges that Hitachi Limited (“HITACHI”) has certain intellectual property rights in the Image Recognition software.
2. Customer also acknowledges and agrees that RENESAS has certain third party obligations to report to HITACHI the fact that Image Recognition Library is provided from RENESAS to Customer.

Amendment to  
Software Evaluation License Agreement

This Amendment (this “Amendment”) is made effective by and between Renesas Electronics Corporation, a Japanese corporation having its principal place of business at 2-24, Toyosu 3-chome, Koto-ku, Tokyo 135-0061, Japan (“RENESAS”) and you (“Customer”).

WHEREAS, the Parties have entered into the Software Evaluation License Agreement, as amended (the “Agreement”).

WHEREAS, the Parties wish to change the term of the Agreement and therefore, the Parties hereby agree as follows:

**Section 1. (Change of the Agreement)**

1. The Parties hereby agree to add Appendix C annexed to this Amendment as another Appendix of the Agreement, and to replace Section 2.6 of the Agreement as follows:

“2.6 In addition to the license terms and conditions set forth herein, Customer agrees to comply with the additional license terms and conditions set forth in Appendix B, and Appendix C corresponding to the Program Product identified in Appendix A.”

2. The Parties hereby agree to add the following applicable Software Component and Header File of the Program Product under the terms and conditions as provided in Section 2.7 of the Agreement.

Program Product	Software Component & Header File	Open Source Software License	Remarks
R-Car SDK	Gfx/GPU driver	MIT, GPLv2	-
	Linux BSP, ATF	GPLv2	-
	Protocol buffer	3-clause BSD license	-
	md5.c	Public Domain	(Driver monitoring system reference application for R-Car V3H2& V4H) Front camera reference application for R-Car V4H) Surround View reference application for R-Car V4H)
	md5.h		
	buffers.c buffers.h modetest.c format.c format.h kms.c kms.h vout_display_linux.c vout_display_linux.h	MIT license	
	nlohman/json pboettch/json-schema-validator	MIT license	
	TVM-for-V4x	Apache license 2.0	ML Compiler

**Section 2. (Effective Term)**

The Parties hereby agree that, notwithstanding Section 8.1 of the Agreement, Section 1 of this Amendment shall continue in force and effect during the term of the Agreement.

**Section 3. (No Other Amendment)**

Except to the extent any provisions of the Agreement are expressly amended by this Amendment, all terms and conditions of the Agreement and all other documents, instruments and agreements executed thereunder, if any, shall remain in full force and effect pursuant to the terms thereof. In the event of any inconsistency or contradiction between the terms of this Amendment and the Agreement, the provisions of this Amendment shall prevail and control.

**Section 4. (Reference to the Agreement)**

On and after the date hereof, each reference in the Agreement to “this Agreement,” “hereof,” “herein,” “herewith,” “hereunder” and words of similar import shall, unless otherwise stated, be construed to refer to the Agreement as amended by this Amendment. No reference to this Amendment needs to be made in any instrument or document at any time referring to the Agreement and a reference to the Agreement in any such instrument or document shall be deemed to be a reference to the Agreement as amended by this Amendment.

## **Appendix C**

### **Restriction on Use of OpenGL ES Program Product**

#### **Restriction on Use of 3D Graphics/GPU Computing Program Product**

- (1) Customer acknowledges that Imagination Technologies Limited (“IMG”) has certain intellectual property rights in the subjected Program Product.
- (2) Customer acknowledges and agrees that RENESAS has certain third-party obligations to report to IMG (including its wholly owned subsidiaries) the fact that the subjected Program Product is provided from RENESAS to Customer, and Customer’s information including company name/address.
- (3) Customer acknowledges that IMG is a third-party beneficiary to this Agreement and as such IMG shall be entitled to bring an action against Customer for any breaches of this Agreement which cause damage to IMG.