

INSTRUCTIONS

1. Make one copy of the attached agreement
2. Have both copies signed by an authorized representative
3. Send both copies to

MOSIS
4676 Admiralty Way, Suite 700
Marina del Rey, CA 90292-6695
Attn: Customer Agreement Form

PLEASE *DO NOT* MODIFY THIS AGREEMENT

If you have any questions about the agreement contact Helen Thompson at helen@mosis.org or +310-448-9126

WHO CAN SIGN FOR ACADEMIC INSTITUTIONS:

A professor cannot be accepted as a signatory unless the signed agreement is accompanied by a statement from the university's legal department, on university letterhead, acknowledging the authority of said professor to enter into legal agreements on behalf of the university.

WHO CAN SIGN FOR OTHER ORGANIZATIONS

For many organizations, only a president, vice president, purchasing officer, or corporate attorney can enter into a legal agreement on behalf of that organization.

HIT-Kit License Agreement

(Licensee)

austriamicrosystems AG
Schloß Premstaetten
A-8141 Unterpremstaetten
Austria

hereinafter referred to as "**Licensor**"

agrees to grant

hereinafter referred to as "**Licensee**"

agrees to accept on the following terms and conditions a non-exclusive and non-transferable right and license to use the HIT-Kit Software and Libraries as defined in the attached Request Form (Attachment A) and as further called "Licensed Programme".

1 Duration

This Agreement is valid for one year from date of Licensee's signature and is being renewed automatically for subsequent periods of one year, unless written cancellation is received from Licensee at least three months prior to renewal date (month and day of Licensee's signature of this Agreement).

2 License Charges

Licensee agrees to charges as specified in Attachment B.

Licensor will only undertake to engage in development of products based upon Licensed Programme if Licensee has a valid license for the period during which the design is entered.

3 License

Under this license, Licensee will receive Licensed Programme as well as any updates or enhancements. This license is restricted to the site as defined in Attachment A and for the sole purpose of designing integrated circuits to be fabricated by or on behalf of the Licensor.

Licensee may make multiple copies of Licensed Programme, for the sole purpose of backup or archive, provided (i) all such copies are kept in the possession of Licensee all time, (ii) Licensee keeps records available to Licensor of the location of such copies, and (iii) Licensee undertakes to incorporate in each copy the proprietary rights legend and copy right notice.

Licensee accepts that no right to reproduce the Licensed Programme in whole or in part or to make it available to any third party is granted except as herein expressly provided. Also, Licensee may not modify, revise or otherwise alter Licensed Programme.

The Licensed Programme, all associated documentation, and all copies are secret and confidential to Licensor and shall be retained under the effective control of Licensee during the period of this license.

Licensee shall take all measures necessary to maintain confidence and secrecy in Licensed Programme during the period of this Agreement and after its termination, however such termination may arise.

4 No Implied Offer

The usage of Licensor's design kits and/or libraries or the participation on Multi Product Wafer runs shall not be regarded as an implied offer by Licensor to subsequently manufacture such integrated circuits.

Each integrated circuit which is planned for production requires an official quotation by Licensor.

5 Ownership

Subject to the rights granted to Licensee by this Agreement, Licensee acknowledges that all and any proprietary rights in Licensed Programme (including but not limited to copyrights, patents, trade marks and trade secrets) and in all associated documentation and other material related to Licensed Programme in each case now existing or to be developed by Licensor shall be and remain the sole property of Licensor.

Licensee further acknowledges, that Licensor owns all copies of Licensed Programme. This License does not give Licensee title or ownership rights in the Licensed Programme, and all rights in mask work to any semiconductor chip product derived therefrom are and shall remain the property of Licensor.

6 Warranty

Licensor warrants that it has the right to grant the license specified hereunder. Licensor makes no further warranty for Licensed Programmes which are provided solely on an "AS IS" basis.

7 Cancellation

Cancellations have to be in writing and addressed to austriamicrosystems AG, concerto! Business Unit Foundry, attn. Customer Service Department, A-8141 Schloss Premstaetten, Austria.

On expiry, surrender or other termination of this Agreement, however such termination may arise, the Licensee shall cease to load, store, copy or use Licensed Programme, shall delete Licensed Programme from the processing unit and at Licensor's option shall either surrender Licensed Programme and all documentation and other related materials to Licensor or shall destroy Licensed Programme with all documentation and other related materials and deliver to Licensor. The Licensee shall continue, after termination of this Agreement, to observe and enforce confidence and secrecy in respect of the Licensed Programme and its documentation and related materials in accordance with this Agreement.

8 Confidentiality

8.1 *Understanding of the Parties*

Each party acknowledges that the information disclosed in connection with any transactions contemplated hereunder contains the confidential information and trade secrets of Licensor and Licensee, respectively, and is the property of the disclosing party. Such information shall be referred to collectively, for purposes of this Article 8, as "Confidential Information."

8.2 *Markings*

Each party shall mark or otherwise indicate prominently any written or other tangible form of information, which it deems "Confidential Information" hereunder. "Confidential Information" which is orally disclosed shall be reduced to writing (and similarly marked) by the disclosing party within thirty (30) days after the date of disclosure.

8.3 *Non-Disclosure and Non-Use*

A party receiving Confidential Information shall take all reasonable assures to keep and hold any such Confidential Information in strict confidence as it would for its own confidential information and shall not disclose it to any other person, firm, or corporation, without the prior written consent of the party disclosing such Confidential Information. A party receiving Confidential Information shall not, except as may be authorized hereafter in writing by the disclosing party, use any Confidential Information for any other purpose than those expressly stated in this Agreement.

8.4 *Need-To-Know Restriction*

A party receiving Confidential Information shall limit dissemination of and access to any Confidential Information to those personnel of the receiving party who have a good faith need for such access to effectuate the purpose of this Agreement.

8.5 *Exemptions*

The obligations of the receiving party described in this Article 8 shall terminate seven (7) years from the date of receipt of the respective Confidential Information from the disclosing party, provided, that neither party shall have any obligation to the other party with respect to any Confidential Information or any portion hereof which:

- a) is already known to the receiving party at the time of receiving same, as shown by the receiving party's files and records, which exists at the time of disclosure;

- b) is or hereafter becomes publicly known through no wrongful act of the receiving party;
- c) is rightfully received from a third party without restriction on disclosure and without breach of this Agreement;
- d) is now or hereafter independently developed by the receiving party and without reliance in any degree upon any Confidential Information;
- e) is furnished by the disclosing party to a third party without any restriction upon disclosure comparable to that set forth in this Agreement; or
- f) to the extent disclosed pursuant to a requirement of a governmental agency or law, provided that the receiving party provides prompt written notice of such requirement so as to afford the disclosing party an opportunity to intervene and prevent the disclosure.

With respect to Paragraph (d) above, if the receiving party owns or acquires the information independently developed, it shall so notify the disclosing party in writing within six (6) months after the date of receipt of the respective Confidential Information concerned and provide to the disclosing party reasonable evidence of such independent development.

8.6 *Injunctive Relief*

The parties agree that any material breach of this Article 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent either an initial or continuing breach of such nondisclosure and confidentiality provisions herein in addition to any other relief to which the owner of such Confidential Information may be entitled.

9 Governing Law

It is expressly agreed that this Agreement shall be governed by and construed in accordance with the laws of Austria and any dispute, difference or claim which may arise between the parties in connection with the construction or performance of this Agreement or the rights and obligations of the parties hereto shall be submitted to the law courts of the city of Graz.

10 General

Insofar as they are not inconsistent with this Agreement, Licensor's General Terms of Trade (Attachment C) shall apply.

It is agreed between the parties that this Agreement shall not be modified, altered or amended in any respect unless in writing.

This contract forms the entire Agreement between Licensee and Licensor concerning the Licensed Programme and supersedes all previous communications on the subject matter.

austriamicrosystems AG			
Name:		Name:	
Function:		Function:	
Signature:		Signature:	
Date:		Date:	

Edition: 1 March 2002

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Attachment 'B'

License Terms

Please fill in 'X' in the box as applicable:

		Charges (EURO)	(X)
a)	Digital HIT-Kit compatible with software from Cadence Design System / Mentor Graphics Corp. / Agilent Technologies	----	<input type="checkbox"/>
b)	Mixed-Signal HIT-Kit compatible with software from Cadence Design System / Mentor Graphics Corp. / Agilent Technologies	10.900,--	<input type="checkbox"/>
c)	Installation and Training (max. 3 days)	7.300,--	<input type="checkbox"/>

Reimbursement Policy

If the customer places a project, which has used the licensed software with Licensor during the "Period", the following amounts of reimbursement will be credited on the initially paid software license (excluding training, see item c) above). The placement of a project is to be evidenced by a valid order to Licensor for engineering and/or production services.

Credits will be made against fees for engineering runs, production deliveries, etc., but will not be paid out in cash.

Start of "Period": Invoice date for software license.

Pack	Period (months)	Percent Reimbursement of License Fee at receipt of	
		Engineering Order	First Production Order
b)	12	30	40