

INSTRUCTIONS

1. Make one copy of the attached document
2. Fill in the appropriate blanks
3. Have both copies signed by an authorized representative
4. Send both copies each with original signatures 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.com or +310-448-9126

WHO CAN SIGN FOR ACADEMIC INSTITUTIONS:

A professor cannot be accepted as a signatory unless the signed document 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.

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MOSIS
University of Southern California
Information Sciences Institute
4676 Admiralty Way, 7th Floor
Marina Del Rey, CA 90292-6695
Fax: (310) 823-5624

With a copy to:
Aragio Solutions
2201 K Avenue, Section B, Suite 200
Plano, TX 75074-5918
Fax: (972) 516-0998

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8. **Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of New York, except that body of laws dealing with conflicts of laws. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in New York, and Licensee hereby consents and waives any objection to the jurisdiction of such courts for such disputes. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The prevailing party in any suit or action shall be entitled to its attorneys' fees and other costs relating to such suit and action. In the event any court or tribunal of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, all other provisions shall remain in full force and effect and the parties agree to replace the offending provision with a provision that is enforceable and valid and that most closely reflects the intent of the original invalid/unenforceable

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ACCEPTED AND AGREED TO BY LICENSEE:

By: _____

University Name: _____

Name: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

Email: _____