

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.

EXHIBIT A

ARTISAN IBM FRONT-END VIEWS LICENSE AGREEMENT

THIS AGREEMENT MUST BE EXECUTED BY AN APPROVED OFFICER OF THE UNIVERSITY BEFORE DOWNLOADING, USING AND/OR INSTALLING ANY OF THE SOFTWARE AND DATA AVAILABLE FOR DOWNLOAD FROM MOSIS - OR IF THE SOFTWARE AND DATA IS PROVIDED AS PART OF A CD-ROM OR OTHER HARD MEDIA, BEFORE USING AND/OR INSTALLING ANY OF THE SOFTWARE CONTAINED ON THE MEDIA - (ALL OF THE FOREGOING SOFTWARE AND DATA IS REFERRED TO HEREIN AS THE "FRONT-END VIEWS"). BY DOWNLOADING, USING AND/OR INSTALLING ANY OF THE FRONT-END VIEWS, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. THE TERM FRONT-END VIEWS SHALL ALSO INCLUDE ANY UPGRADES, MODIFIED VERSIONS OR UPDATES OF THE FRONT-END VIEWS THAT MAY BE PROVIDED TO YOU UNDER THIS LICENSE AGREEMENT. BY INDICATING YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, YOU ARE AGREEING ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (COLLECTIVELY "LICENSEE") TO COMPLY WITH AND BE BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO ANY OF THE FOLLOWING TERMS AND CONDITIONS, LICENSEE MAY NOT DOWNLOAD, USE AND/OR INSTALL ANY OF THE FRONT-END VIEWS AND, IF THE FRONT-END VIEWS WERE PROVIDED ON MEDIA, LICENSEE MUST RETURN PROMPTLY THE MEDIA.

1. Use License. Subject to all the terms and conditions of this Agreement, Artisan Components, Inc. ("Artisan") grants Licensee a nonexclusive, nontransferable license to use the Front-End Views internally solely for Licensee's University Research Project ("University Research Project" means a project undertaken by a University to design, develop or evaluate technology or intellectual property, usually involving new invention. A University Research Project explicitly does not include classroom projects.) and to design integrated circuits in connection with a University Research Project for manufacture through the MOSIS service at the University of Southern California Information Sciences Institute ("USC/ISI") at manufacturing facilities owned or controlled by the applicable foundry (International Business Machines Corporation ("IBM")). Licensee may not reproduce, modify, reverse engineer (except to the extent any prohibition on reverse engineering is not allowed in the jurisdiction in which Licensee is located) or further distribute or disclose any of the Front-End Views. Licensee agrees not to knowingly encourage or facilitate any party to breach this restriction. Except for the limited license granted hereunder, Artisan reserves all rights in and to the Front-End Views.

2. Material Condition. As a material condition to the license granted hereunder, Licensee will, on a quarterly basis and within thirty (30) days of the end of each calendar quarter, provide a written report to MOSIS of each integrated circuit design that contains or is based upon any portion of the Front-End Views or output from the Front-End Views that is delivered by the University for use in manufacture of integrated circuits. Each such notification must be in writing and must identify the integrated circuit design and the date (or anticipated date) of delivery to IBM. Such written notice(s) must be substantially in the form of Appendix A hereto (the format of which can be modified by MOSIS with reasonable notification to the University), and sent to MOSIS at the following address:

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

3. Performance Comparisons. Licensee shall not distribute externally or to third parties, any reports or statements that directly compare the speed, functionality or other performance results of the Front-End Views with any similar third party products without the prior written approval of Artisan. The foregoing shall not prevent Licensee from disclosing the speed, functionality or other performance results of its own resulting products, even if such products were developed in part using the Front-End Views.

4. Preliminary Views. CERTAIN OF THE FRONT-END VIEWS BEING PROVIDED HEREUNDER MAY BE IDENTIFIED AS "PRELIMINARY", MEANING THEY ARE INCOMPLETE AND ARE LIKELY TO CHANGE. IT IS RECOMMENDED THAT ANY FRONT-END VIEWS IDENTIFIED AS "PRELIMINARY" SHOULD BE USED FOR EVALUATION ONLY AS ANY WORK LICENSEE MAY DO BASED ON THE PRELIMINARY FRONT-END VIEWS WILL LIKELY NEED TO BE CHANGED AND/OR MAY NOT BE USABLE.

5. No Warranty/Limitation of Liability. **THE FRONT-END VIEWS ARE PROVIDED "AS IS" AND TO THE EXTENT ALLOWED BY LAW, ALL IMPLIED AND EXPRESS WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE DISCLAIMED. IN NO EVENT SHALL ARTISAN, IBM, USC/ISI/MOSIS OR THEIR SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT THE FRONT-END VIEWS ARE PROVIDED TO LICENSEE AT NO CHARGE, AND IN NO EVENT SHALL ARTISAN'S LIABILITY TO LICENSEE EXCEED \$100.00.**

6. Term and Termination. This Agreement shall begin upon the Effective Date and continue until terminated. Either party may terminate this Agreement at any time, with or without cause, upon written notice. Upon any termination of this Agreement, Licensee shall return to Artisan, or at Artisan's request destroy, all copies of the Front-End Views and certify in writing to Artisan within 15 days after termination that the Front-End Views have been returned or destroyed. Sections 3 and 5 shall survive any termination of this Agreement.

7. Miscellaneous. Your receipt of the Front-End Views does not guarantee a business relationship with the applicable foundry. This Agreement shall be construed in accordance with the laws of the State of California, 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 Santa Clara County, California, 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 provision. The Front-End Views may not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations. This Agreement may only be modified in writing signed by an authorized officer of Artisan.

8. Notice to Government End Users. If Licensee is an agency, department, or other entity of the United States Government (“Government”), the Government’s use, reproduction, release, modification, disclosure or transfer of the IBM Front-End Views, or of any related documentation of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation (“FAR”) 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (“DFARS”) 227.7202 for military agencies. The IBM Front-End Views are commercial. The use of the IBM Front-End Views by any Government agency, department, or other entity of the Government, is further restricted in accordance with the terms of this Agreement, or any modification hereto.

Accepted and Agreed to:

By: _____ **(Licensee)**

University Name: _____

Name: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____

Send two signed hard copies of this agreement to:

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University of Southern California
Information Sciences Institute
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Marina Del Rey, CA 90292-6695