INSTRUCTIONS

1. Print a copy of this document
2. Fill in the appropriate blanks
3. Have the agreement signed by an authorized representative at your organization
4. Upload your pdf using our Online Support System. The details for using our support system are located on our website: mosis.com/pages/support

PLEASE *DO NOT* MODIFY THIS AGREEMENT

If you have any questions about the agreement contact
Robert Kagy at kagy@mosis.com or +1-310-448-9126

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

The copy must have the signature of a person authorized to sign legal agreements on behalf of your organization. Specifics on who can sign a MOSIS agreement can be found on our MOSIS Forms and Agreements page.

Pages 1 and 2 intentionally left blank

DESIGN KIT LICENSE AGREEMENT

THIS DESIGN KIT LICENSE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20__ ("Effective Date") by and between **UNIVERSITY OF SOUTHERN CALIFORNIA**, by and through the USC Information Sciences Institute (doing business as "The MOSIS Service"), having a principal place of business at 4676 Admiralty Way, Suite 1001, Marina Del Rey, California 90292 "MOSIS"), and
_____, a
_____corporation having its principal place of business at

_____ ("Licensee"). MOSIS and Licensee also are hereinafter referred to individually as a "party" and collectively as the "parties."

WHEREAS, MOSIS has developed certain proprietary information regarding the design of integrated circuits; and,

WHEREAS, Semiconductor Components Industries, LLC (d/b/a "ON Semiconductor") has developed certain proprietary information regarding the design of integrated circuits using ON SEMICONDUCTOR's libraries and/or other ON SEMICONDUCTOR data; and,

WHEREAS, MOSIS has obtained certain rights to sub-license certain ON SEMICONDUCTOR proprietary information regarding the design of integrated circuits using ON SEMICONDUCTOR's libraries and/or other ON SEMICONDUCTOR data; and,

WHEREAS, Licensee desires in connection with its business activities to design integrated circuits using data from MOSIS, ON SEMICONDUCTOR's libraries and/or other ON SEMICONDUCTOR data;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which MOSIS and Licensee acknowledge, the parties hereto agree as follows:

1.0 GRANT

1.1 MOSIS hereby grants to Licensee a non-exclusive, non-transferable license, without the right to sublicense, to use the "Technical Data" described in Attachment "1" attached hereto (and any updates, enhancements and/or improvements to the Technical Data which MOSIS in its discretion may provide hereunder, which updates, enhancements and/or

improvements, if any, also shall be deemed to be "Technical Data" for the purposes of this Agreement) solely for the purpose of designing integrated circuits to be purchased from MOSIS.

1.2 Licensee understands and assumes the risk that any modifications to the Technical Data not performed by or at the direction of MOSIS and/or the applicable third party from whom MOSIS has acquired license rights may result in circuit designs which are incompatible with the targeted manufacturing process.

1.3 In the event that MOSIS and/or any third party from whom MOSIS has obtained license rights, in its sole discretion, discontinues a particular portion or the entirety of the Technical Data, MOSIS promptly shall notify Licensee, of such discontinuation.

1   Nothing contained herein shall limit or restrict in any way whatsoever MOSIS's absolute right or the absolute right of any third party from whom MOSIS has obtaine license rights, to change, modify, update, enhance, improve or discontinue the Technical Data (or any portion thereof) at any time.

2   **RESTRICTION ON USE**

2.1 Licensee agrees that the Technical Data shall be used only on the computer system(s) located at Licensee's own facilities. Licensee at all times shall maintain an updated list of the identity and location of each and every such computer system on which the Technical Data, in any form, is being used, and promptly shall make that list available to MOSIS upon MOSIS's request at any time.

1   The Technical Data shall be used by Licensee only for Licensee's internal design purposes. Without limiting the generality of the foregoing, Licensee agrees: (a) that it will not permit any third party to have access to any portion of the Technical Data or permit any third party to use any portion of the Technical Data to design any integrated circuit; and, (b) that it will not manufacture, or permit any third party to manufacture, any integrated circuit that incorporates (in whole or in part) the Technical Data.

2   **DELIVERY OF TECHNICAL DATA; RISK OF LOSS**

In response to, and within thirty (30) days after, Licensee's request(s) from time to time following the Effective Date of this Agreement, MOSIS shall provide to Licensee one (1) copy of such item(s) of the Technical Data as has been requested by Licensee. Risk of loss of or damage to the Technical Data shall pass to Licensee upon Licensee's receipt of the Technical Data, and any loss of or damage to the Technical Data thereafter shall not relieve Licensee from any obligation hereunder. In the event of such loss or damage, MOSIS agrees to replace the affected Technical Data for a reasonable reproduction charge.

4.0 REPRODUCTION AND CONFIDENTIALITY

4.1 Except to the limited extent expressly permitted and restricted herein, Licensee shall not copy the Technical Data. Licensee may copy the Technical Data, if necessary, for Licensee's own purposes, provided that: (a) each such copy is kept in the possession of Licensee at all times; and, (b) Licensee keeps records available to MOSIS of the location of each such copy. Licensee agrees to ensure that each such copy includes such copyright notice, restricted rights legend, and/or any other proprietary markings as may be designated by MOSIS.

4.2 Licensee (including Licensee's employees) shall receive and hold the Technical Data (regardless of the form in which any such Technical Data is received, held and/or incorporated into other data) in strict confidence, exercising all reasonable precautions to prevent the unauthorized disclosure of the same to others in violation of this Agreement, and utilizing such Technical Data only for the limited purposes expressly permitted herein.

4.3 Licensee agrees not to provide, disclose or otherwise make available any of the Technical Data, in any form, to any person other than Licensee's employees whose duties justify their need to know. Licensee agrees that it will take appropriate action, by instruction, agreement or otherwise, with its employees permitted access to the Technical Data to satisfy its obligations under this Agreement with respect to use, reproduction, protection, security and confidentiality of the Technical Data.

4.4 Licensee agrees that it shall not reverse-assemble, reverse-compile or otherwise reverse-engineer the Technical Data in whole or in part, nor permit any other person or entity to do so. The original and any whole or partial reproduction of the Technical Data, and regardless of whether merged into other design information or program material, shall be and remain the exclusive property of MOSIS or any third party from whom MOSIS has acquired license rights. With respect to the Technical Data, Licensee agrees that it shall not take any action or enter into any agreement in derogation of the ownership rights of MOSIS or any third party from whom MOSIS has acquired license rights. Nothing contained in this Agreement shall be construed as conferring any right upon Licensee (or upon any other person or entity), by implication, estoppel or otherwise, other than the right to use the Technical Data as expressly permitted and restricted by this Agreement.

4.5 If Licensee (and/or any employee of Licensee) should breach or threaten to breach this Agreement, or attempt to reverse-assemble, reverse-compile, reverse-engineer, use, copy, transfer or disclose the Technical Data in any manner contrary to the provisions of this Agreement, or in any manner in derogation of MOSIS's proprietary rights or the proprietary rights of any third party from whom MOSIS has acquired license rights, MOSIS immediately may terminate this Agreement, and, in addition to any other remedies it may have at law or in equity, will be entitled to immediate injunctive relief enjoining such action. Licensee specifically acknowledges that money damages alone would be an inadequate remedy.

4.6 If, and to the extent that, Licensee is a public or quasi-public entity, and/or is a representative of, employed by or otherwise affiliated with a public or quasi-public entity, Licensee represents and warrants to MOSIS that: (i) Licensee is not required by any

public disclosure law, public access law, freedom of information law, open records law, open meeting law, "sunshine" law or any similar such statute, regulation, rule and/or requirement to disclose any of the Technical Data in any form to any third party (including, without limitation any member of the general public) or to allow any third party (including, without limitation, any member of the general public) to have any access to any of the Technical Data in any form; (ii) Licensee is able to comply in all respects with each of the confidentiality and use restrictions set forth herein with respect to the Technical Data; and, (iii) Licensee is subject to all remedies available to MOSIS under this Agreement and/or otherwise available to MOSIS at law or in equity for any breach and/or threatened breach of this Agreement by Licensee.

4.7 The obligations of this Section 4.0 shall survive any termination of this Agreement.

5.0 DISCLAIMER OF WARRANTY

MOSIS DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH REGARD TO THE TECHNICAL DATA (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF FREEDOM FROM CLAIMS OF PATENT, MASK WORK AND/OR COPYRIGHT INFRINGEMENT OR THE LIKE). THE TECHNICAL DATA PROVIDED HEREUNDER IS SUPPLIED "AS IS".

6.0 DAMAGES LIMITATION

Neither MOSIS nor any third party from whom MOSIS has acquired license rights shall be liable for any direct or indirect damages, including but not limited to loss of profits, loss of use, loss of goodwill, interruption of business and/or extended, special, incidental or consequential damages, of any kind, in connection with or arising out of the furnishing, performance and/or use of the Technical Data, regardless of whether such damages are alleged and/or sought under contract, tort and/or other theories of law. No obligation or liability shall arise or flow out of MOSIS and/or any third party from whom MOSIS has acquired license rights rendering technical or other advice in connection with the Technical Data. Licensee further agrees that MOSIS will not be liable for any claim or demand against Licensee by any third party arising from the furnishing, performance and/or use of the Technical Data.

7.0 TERM

This Agreement and the license granted herein shall commence on the Effective Date and shall continue in effect for an initial term of one (1) year, and thereafter automatically shall be renewed for consecutive one (1) year terms, unless sooner terminated as described in Section 8.0 below or on ninety (90) days' written notice by either party of termination for convenience.

8.0 TERMINATION

8.1 MOSIS shall have the right to terminate this Agreement at any time immediately upon written notice to Licensee for Licensee's failure to comply with any terms and conditions hereof or if Licensee files or has filed against it any bankruptcy proceedings or makes an assignment for the benefit of creditors.

8.2 In the event of the direct or indirect taking over or assumption of control of Licensee by any third party, (i) Licensee promptly shall notify MOSIS in writing of the facts and circumstances surrounding such event, and (ii) MOSIS shall have the right to terminate this Agreement at any time thereafter immediately upon written notice of termination to Licensee.

1   Within ten (10) working days after the termination of this Agreement, Licensee shall return to MOSIS, or, at MOSIS's sole discretion, destroy, the originals of the Technical Data and all reproductions and modifications thereof, in any form, including partial reproductions of the Technical Data, and any improvements, enhancements and updates thereto (including any such Technical Data, in any form, in the possession of Licensee's employees).

2   **NO ASSIGNMENT**

Without MOSIS's prior written consent, neither this Agreement nor any of the Technical Data to which it pertains shall be sublicensed, assigned or otherwise transferred, in whole or in part, by Licensee.

10.0 LIMITATION OF RIGHTS AND TITLE

10.1 Nothing contained in this Agreement shall be construed as conferring any right upon Licensee, by implication, estoppel or otherwise, other than the rights expressly granted by this Agreement. No title to or ownership of MOSIS's intellectual property or know-how, the intellectual property or know-how of any third party from whom MOSIS has acquired license rights, the Technical Data or any updates, enhancements and/or improvements to the Technical Data are transferred to Licensee or any third party by this Agreement or the license granted hereby. However configured, MOSIS's intellectual property and knowhow, the intellectual property and know-how of any third party from whom MOSIS has acquired license rights, the Technical Data and any updates, enhancements and/or improvements to the Technical Data are and shall remain the exclusive property of MOSIS and/or any third party from whom MOSIS has acquired license rights. With respect to the Technical Data, Licensee agrees that it shall take no action nor enter into any agreement in derogation of the ownership rights of MOSIS or any third party from whom MOSIS has acquired license rights.

10.2 MOSIS, and/or any third party(ies) from whom MOSIS has acquired license rights, owns all rights in mask works to the Technical Data. MOSIS has, however, acquired the right to sub-license mask works rights to the Technical Data and thus agrees to grant to

Licensee a non-exclusive, irrevocable, royalty-free, fully paid up license to exercise all rights in the mask works, as that term is defined by the Semiconductor Chip Protection Act of 1984, to the Technical Data embodied in whole or in part in integrated circuits designed by Licensee. However, nothing contained herein shall in any way limit MOSIS's unrestricted right, or the unrestricted right of any third party from whom MOSIS has acquired license rights, at its sole discretion and expense and for its sole benefit, to institute an infringement action against any other party regarding any mask work rights pertaining to the Technical Data.

1   Subject to Sections 10.1 and 10.2 above, nothing contained in this Agreement in any way shall affect or diminish, or be construed to affect or diminish, Licensee's exclusive ownership rights in and to Licensee's own independently developed and/or independently acquired intellectual property, including, without limitation, any of Licensee's own proprietary design data incorporated by Licensee into any integrated circuit that also incorporates any Technical Data.

2   **EXPORT REGULATIONS**

Licensee hereby certifies that no Technical Data, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Licensee (or by any employee of Licensee) to any person, entity or country unless such prior written authorization as may be required is obtained by Licensee from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq.) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time.

12.0 ORDER OF PRECEDENCE

The terms of this Agreement shall supersede without exception the terms of any present or future order from Licensee concerning the Technical Data hereunder. Licensee agrees that its acceptance of delivery of any Technical Data from MOSIS is conclusive evidence of Licensee's agreement that the license for such Technical Data is governed exclusively by the terms of this Agreement.

13.0 INVALIDITY OF PROVISIONS

If any provision of this Agreement (or any portion of such provision) is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect, and the provision (or portion thereof) affected by such holding shall be modified, if possible, so that it is valid and enforceable to the maximum extent permissible.

14.0 INTEGRATION

This Agreement and **Attachment "1"** attached hereto constitute the entire agreement and covenant between the parties concerning the same contractual subject matter. This Agreement supersedes and repeals all previous negotiations and/or understandings between the parties relating to this subject matter. No other separate contract (except for a written amendment to this Agreement prepared and executed by the parties in accordance with Section 15.0 below) that now or hereafter may exist between the parties shall be deemed to supersede, amend or diminish any of the terms, conditions and restrictions contained in this Agreement with respect to the Technical Data.

15.0 MODIFICATION

This Agreement may not be modified, altered, changed or amended in any respect other than by a written amendment (which amendment shall be appropriately captioned to refer expressly to this Agreement, and the sole purpose of which amendment shall be to modify, alter, change or amend this Agreement) signed by both parties.

16.0 NOTICE

Any notice (other than routine transactional communications) to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed as follows (or to such other address as the parties may specify in writing):

To Licensee at:

To MOSIS at:

USC/ISI/MOSIS 4676 Admiralty
Way, Suite 700 Marina del Rey, CA
90292, U.S.A.

ATTN:

ATTN:

17.0 APPLICABLE LAW; JURISDICTION; VENUE

This Agreement and its performance shall be governed by, and subject to and construed in accordance with the laws of the State of California, United States of America (without reference to principles of conflicts of laws), and the parties hereby submit to the exclusive jurisdiction and venue of the courts located in the State of California, United States of America for any dispute arising out of this agreement.

18.0 TAXES; DUTIES

Any charges are exclusive of all taxes and/or duties now in force or enacted in the future, and therefore are subject to an increase equal in amount to any tax or duty MOSIS may

be required to collect or pay upon the occurrence of this license or the delivery of the Technical Data or for services provided hereunder.

19.0 CAPTIONS

The captions appearing in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the Agreement or any of the provisions hereof.

20.0 ENGLISH LANGUAGE VERSION

The exclusive official and binding version of this Agreement shall be in the English language, irrespective of any language into which it may be translated by either party.

21.0 COUNTERPARTS

This Agreement may be executed in duplicate identical counterparts, each of which shall be deemed an original instrument, but both such separate counterparts collectively shall constitute only one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

UNIVERSITY OF SOUTHERN CALIFORNIA
By and through the USC Information Sciences Institute (doing business as "The MOSIS Service")

_____
(Print Recipient Company's Name)

By: _____
      (Signature)

Name: James Whalen

Title: MOSIS Associate Director
Chief Financial Officer

Date: _____

By: _____
      (Signature)

Name: _____
      (Print)

Title: _____

Date: _____

ATTACHMENT "1"

TECHNICAL DATA (the contents of each individual item to be determined by MOSIS at its sole discretion)**:**

(1) Mutually agreed-upon standard design information in the following formats:

> Design Rules; Target Intrinsic Parameters (Process Electrical Parameters); SPICE Model Parameters; Other formats at MOSIS's discretion.

(2) Mutually agreed-upon standard cell libraries in the following formats:

> SPICE Netlists; GDSII Layout Libraries; Circuit Description Language (CDL) Netlists; Other formats at MOSIS's discretion.

(3) Mutually agreed-upon memory components in the following formats:

> GDSII Layout Libraries; Circuit Description Language (CDL) Netlists; Other formats at MOSIS's discretion.

(4) Mutually agreed-upon Licensee-specific custom cell(s) or standard test/process-specific structures, if and when available, in the following formats:

> GDSII Layout Libraries; Related Documentation; Other formats at MOSIS's discretion.

(5) Mutually agreed-upon design information for specialty design components, if and when available, in the following formats:

> Design Rules; Target Intrinsic Parameters (Process Electrical Parameters); SPICE Model Parameters; Other formats at MOSIS's discretion.

(6) Mutually agreed-upon transistor libraries in the following formats:

> Cadence cellviews Other formats at MOSIS's discretion.

(7) Mutually agreed-upon "pCell" software in the following formats:

        Compiled "Basic" pCell library in Cadence format;
        Compiled "Advanced" pCell library in Cadence format;
        Other formats at MOSIS's discretion.

(8) Mutually agreed-upon design software in the following formats:

        Compiled "Basic" software package;
        Other formats at MOSIS's discretion.