**Design Kit IP Use Agreement**

**United Monolithic Semiconductors SAS** a French company having its principal office at Parc Silic de 10 Avenue du Québec Bâtiment Charmille Villebon-Courtaboeuf, 91140 Villebon-sur-Yvette, France, (hereinafter referred to “UMS”),

And

Insert Company name a Insert legal status company having its principal office at Insert Company address (hereinafter referred to “the Recipient”),

The above parties hereinafter referred to are collectively as the "Parties" and individually as a "Party".

This Agreement defines the term and conditions pursuant to which Recipient may access the UMS Design Manual and Design Kit as defined in Appendix 1 for the purpose of designing circuits on the technology selected for a possible business relationship by using UMS Foundry Services (hereinafter referred to “the Purpose”).

Therefore, the Parties agree as follows:

1. Proprietary Information: The information disclosed by UMS in the Design Manual and Design Kit shall be considered as UMS Proprietary Information. In consideration of such disclosure, Recipient agrees to use the same care and discretion to avoid disclosure, publication or dissemination to any third party of similar information of its own. Recipient agrees to use the UMS Proprietary Information only for the Purpose and to return all UMS Proprietary Information upon UMS’ request.

The above obligations will not apply to any information disclosed by UMS which is: (a) already in the possession of Recipient without obligation of confidence; (b) rightfully received by Recipient from a third party without breach of any confidential obligation; (c) proved to be developed by Recipient independently of UMS and Proprietary Information; (d) publicly disclosed by UMS; or (e) disclosed with UMS prior written permission within obligation of confidentiality.

UMS does not wish to receive any information from Recipient, which is of a confidential or proprietary nature. Accordingly, no obligation of any kind is assumed or is to be implied against UMS with respect to whatever information is received by UMS under this Agreement.

1. No further agreement and Warranty: It is understood that by disclosing this information to Recipient, UMS does not make any commitment, expressed or implied, to now or in the future enter into any business relationship with Recipient, and Recipient agrees not to rely upon these disclosures in making any business decisions until such time as UMS expresses willingness to offer Recipient a commitment for performing any service or delivering any products. Furthermore, UMS does not provide any warranties as to the accuracy or completeness of Proprietary Information or as to the results to be obtained therefrom and assumes no responsibility arising from any use or misuse thereof.

The Design Manual and Design Kits are provided “as is” without representation or warranty of any kind, either expressed, implied statutory or otherwise, including without limitation, any warranty with respect to merchantability, non-infringement, title or fitness for any particular purpose.

1. IP Rights and Proprietary Information: All IP rights and Proprietary Information disclosed and transferred by UMS to Recipient shall remain the sole property of UMS. For the sole Purpose of this Agreement, UMS grants Recipient an exclusive license to use Intellectual Property and the Proprietary Information attached to the Design Kits. Sub-licensing, transfer and/or disclosure are strictly forbidden and shall be subject to prior written approval of UMS.
2. Effective Date – Term: This Agreement shall be effective as of its date of signature by the last Party, and shall remain in force for a period of five (5) years from such date except for the provisions which by their nature survive the expiry of this Agreement.

The term or termination of this Agreement shall not relieve the receiving Party from its obligation to comply with the provisions of Clause 1 (Proprietary Information) of this Agreement regarding the use and protection of the Proprietary Information received before the term or date of termination, the obligations contained in such provisions remaining in effect for five (5) years, following the termination/expiration of this Agreement.

1. Export Control: Recipient acknowledges that design kits are controlled under EU regulation on Dual Use and cannot be re-exported by Recipient who further commits to comply with any and all export control laws and regulations.
2. Notices: All notices or correspondence pertaining to this Agreement shall be addressed and sent as follows:

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| **Name of the Company**  | United Monolithic Semiconductors SAS | Insert Company name |
| **Address of the Company**  | 10 Avenue du Quebec- Silic 521, 91 946 COURTABOEUF Cedex, France | Insert Company address |
| **For the attention of**  | Marketing & sales | Insert contact name |
| **Mail**  | mktsales@ums-rf.com | Insert contact e-mail |

1. Injunctive Relief: Recipient agrees that any unauthorized use of any if the Proprietary Information in violation of this Agreement will cause UMS irreparable injury for which it would have no adequate remedy at law. Accordingly and subject to Section 8 below, UMS shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available to UMS.
2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of France. Any dispute between the Parties relating to this Agreement, which the Parties are unable to solve by amicable agreement shall be settled by arbitration. The arbitration shall be held in Paris (FRANCE) in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Such arbitration shall be held in English language. The award of the arbitrators shall be final and binding, subject to neither appeal nor confirmation.
3. Assignment: Recipient may not assign or delegate all or any part of its rights or obligations under this Agreement without UMS’ prior written consent. Any attempted assignment or delegation without such consent will be void.

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| **United Monolithic Semiconductors SAS** | Insert Company name |
| Name : Jean-René BOIS  | Name :Insert responsible name |
| Title : President | Title : Insert responsible title |
| Date :  | Date : Select date  |
| Signature :  | Signature :  |

**Appendix 1**

**List of UMS Design Manual and Design Kits**

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| **GaAs Processes** |
| **Process type** | **Design Kit reference** | **Tick your choice** |
| **PHEMT Process** | Design Kit Process PH25 | **[ ]**  |
|  | Design Kit Process PH15 | **[ ]**  |
|  | Design Kit Process PH10 | **[ ]**  |
|  | Design Kit Process PPH25 | **[ ]**  |
|  | Design Kit Process PPH25X | **[ ]**  |
|  | Design Kit Process PPH15X | **[ ]**  |
| **HBT Process** | Design Kit Process HB20M | **[ ]**  |
| **MESFET Process** | Design Kit Process HP07 | **[ ]**  |
| **SCHOTTKY Process** | Design Kit Process BES | [ ]  |
| **PASSIVE Process** | Design Kit Process ULRC | **[ ]**  |

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| **GaN Process** |
| **Process type** | **Design Kit reference** | **Tick your choice** |
|  | Design Kit Process GH25 | [ ]  |
|  | Design Kit Process GH15 | [ ]  |

|  |
| --- |
| **Others** |
| **Process type** | **Design Kit reference** | **Tick your choice** |
| **OTHERS** | Please specify : Insert your choice | Insert your choice |

**Others**

|  |  |
| --- | --- |
| **Tool** | **Tick your choice** |
| **ADS** | [ ]  |
| **AWR** | [ ]  |
| **VIRTUOSO** | [ ]  |
| **OTHERS** | Insert your choice |