**United Monolithic Semiconductors SAS,** a Société par actions simplifiée, registered in Evry Trade and Companies Register under the number 383 144 102, 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 legal** **name**, Insert type of Company, registered in Insert town of Company registration Trade and Company Register under the number Insert number of registration, having its principal office at Insert Company address referred to “the Recipient”),

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

**WHEREAS**, UMS owns proprietary rights in certain software and development tools relating to semiconductor technology and manufacturing process, which enable creation of semiconductor designs; and

**WHEREAS**, Recipient wishes to acquire a license to such software and development tools to create semiconductor designs.

**IT IS HEREBY AGREED as follows**:

1. **Purpose**: Subject to the terms and conditions of this agreement, UMS hereby grants to the Recipient a limited, revocable, non-exclusive, non-transferable and royalty-free license, without rights to sublicense, to use the Design Manual and Design Kit, internally only, for the sole purpose of designing circuits on the technology selected for a possible business relationship by using UMS Foundry Service (“**Purpose**”).
2. **Confidential Information**: The information disclosed by UMS in the Design Manual and Design Kit, such as any machine readable instructions, statements, data base, printed related materials including documentation, listings, design rule documents, electrical specification and tools provided to Recipient by UMS; all copies of all or any portion of such Design Kit; and all updates or derivatives of the Design Kit(s) or any portion thereof, shall be considered as UMS Confidential 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 Confidential Information only for the Purpose.
3. **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. Furthermore, UMS does not provide any warranties as to the accuracy or completeness of Confidential 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.
4. **Intellectual Property Rights and Confidential Information:** All Intellectual Property rights and Confidential Information disclosed and transferred by UMS to Recipient shall remain the sole property of UMS. Sub-licensing, transfer and/or disclosure are strictly forbidden and shall be subject to prior written approval of UMS.
5. **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 2 (Confidential Information) of this Agreement regarding the use and protection of the Confidential Information received before the term or date of termination.

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:

|  |  |
| --- | --- |
| United Monolithic Semiconductors SAS | Insert Company name |
| 10 Avenue du Québec- Silic 521, 91 946 Courtaboeuf Cedex, France | Insert Company address |
| Marketing & sales | Insert contact name |
| mktsales@ums-rf.com | Insert contact e-mail |

1. **Injunctive Relief**: Recipient agrees that any unauthorized use of the Confidential 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 9 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.
4. UMS reserves the right to refuse Design Kits or Design Manual subscription or service to anyone.

Duly signed by the person responsible for the service that will use the UMS’ Design Manual and Design Kit for the Purpose:

|  |
| --- |
| Insert Company name |
| Name: Insert responsible name |
| Title: Insert responsible title |
| Date: Select date  |
| Signature:  |