

IBM CONFIDENTIAL DISCLOSURE AGREEMENT (CDA) INSTRUCTIONS

1. Make one copy of the attached agreement
2. Have both copies signed by an authorized representative. Sign as "Discloser."
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.

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.

Confidential Disclosure Agreement

This Agreement will provide protection for information to be exchanged between us which we do not wish to become public ("Information") while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms shall apply when one of us ("Discloser") discloses information to the other ("Recipient") under this Agreement.

1. Disclosure. Each time one of us wishes to disclose specific Information to the other, or wishes to engage in multiple disclosures relating to a specific subject matter, Discloser will issue a supplement to this Agreement ("Supplement") before disclosure. The Supplement will contain initial and final disclosure dates, and a non-confidential description of the Information to be disclosed. The Supplement must be signed by the Discloser and the Recipient.

Information may be disclosed by: (i) presentation; (ii) delivery; (iii) authorized access, such as to a data base; or (iv) any other express means. Information must be identified as confidential at the time of disclosure, and all materials containing Information must have a restrictive marking. The Discloser shall not disclose any information not described in a signed Supplement or which Discloser does not have the right to disclose to the Recipient.

Disclosure may take place through the Discloser or its Related Companies. A Related Company is any corporation, company, or other entity which: (i) is Controlled by a party hereto; (ii) Controls a party hereto; (iii) is under common Control with a party hereto. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity. An entity is considered to be a Related Company only so long as such ownership or control exists.

2. Protection. For two (2) years after the date of disclosure, the Recipient will use the same care and discretion to avoid disclosure of the Discloser's Information as the Recipient uses with its own similar Information which it does not wish to disclose. Subject to this obligation, the Recipient may use Discloser's Information for any purpose.

3. Exceptions. The Recipient may disclose Discloser's Information to: (i) its employees and contractors, and employees and contractors of its Related Companies, who have a need to know; and (ii) any other party with the Discloser's prior written consent. USC may disclose Discloser's Information to IBM and its employees, contractors, and employees and contractors of its

Related Companies, who have a need to know. Prior to any such disclosure, the Recipient must have an appropriate agreement with any such party sufficient to require the party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law, but must give the Discloser reasonable prior notice to allow the Discloser an opportunity to obtain a protective order.

Notwithstanding the foregoing, no obligation shall apply to Information that is: (i) already rightfully in the Recipient's possession or rightfully received by the Recipient without a nondisclosure obligation; (ii) developed independently by the

Recipient; (iii) publicly available when received, or thereafter becomes publicly available through no fault of the Recipient; (iv) disclosed by the Discloser without a signed Supplement as required by Section 1; (v) disclosed by the Discloser to a third party without a nondisclosure obligation; or (vi) inherently disclosed by the Recipient in the use, distribution or marketing of any product or service.

4. Disclaimers. THE DISCLOSER PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS.

Neither this Agreement, nor any disclosure of Information hereunder, in any way: (i) grants to either of us any right or license under any copyright, patent, mask work or trademark now or hereafter owned or controlled by the other; (ii) obligates either of us to disclose or receive any Information, perform any work, enter into any license, business engagement or other agreement; (iii) limits either of us from developing, manufacturing or marketing products or services which may be competitive with those of the other; (iv) limits either of us from assigning or reassigning its employees in any way; (v) creates any joint relationship or authorizes either of us to act or speak on behalf of the other; or (vi) limits either of us from entering into any business relationship with any other parties.

5. General. Neither of us may assign or otherwise transfer our rights or delegate our duties or obligations under this Agreement without the prior written consent of the other. Any attempt to do so will be void. The Recipient must comply with all applicable United States and foreign export laws and regulations. Only a written agreement signed by both of us can modify this Agreement. Either of us may terminate this Agreement by providing one month's written notice to the other. Any provisions of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to our respective successors and authorized assigns. If there is a conflict between the terms of this Agreement and a Supplement, those of the Supplement will prevail. This Agreement will be governed by the substantive law of the State of New York. Discloser and Recipient may communicate with each other by facsimile and such communication is acceptable as a writing. The autographs of representatives of Discloser and Recipient, as received by facsimile machine, shall constitute "original" signatures. Any reproduction of this Agreement by reliable means will be considered an original of this Agreement. This Agreement, including any Supplements, is the complete and exclusive agreement regarding our disclosures hereunder.

Discloser Agreed To:

By _____

Name _____

Date _____

Recipient Agreed To:

Agreement No. _____

Confidential Disclosure Agreement

By _____

Name _____

Date _____