



IMEC
Kapeldreef 75
B-3001 Belgium



Ref No.: 150130_pionpm_UCLA_C07
Jan 30, 2015

UCLA
Andrew Peck

Dear Sir,

IMEC is pleased to provide the following price quotation to support your project "LCT-CMP" in On Semi C07 technology on an MLM maskset. The pricing is effective for all purchase orders placed as from 30 January 2015.

Technology : ON Semiconductor C07, 2M, MiM, Hipo 6" wafers

ITEM	DESCRIPTION	PRICE
	Project LTC-COM, MLM maskset (IZXA mask was scrapped) GDS available at On Semiconductor	
1	NRE: MLM Prototyping run with 2 wafers included <ul style="list-style-type: none">~146 MLM repetitions per wafer, 6 Inch~440 die per wafer expected. (tbc)Additional prototyping wafers (1 to 10 wafers)	25,880 EUR 1,850 EUR/w
2	NRE: Cost for checking and tapeout preparation	n.a.
<i>All wafer prices refer to AQL of 15% - grinding 508 um Targeted lead time: approx 10 weeks</i>		

Export regulations

EC regulations apply

Application restrictions

This budgetary quotation assumes no military, medical, space or automotive application. In case application is military, medical, space or automotive, Customer will inform IMEC and it has to be checked if special procedures are required.

Terms and conditions :

- Delivery Term:
MPW: DAP, excl. any taxes or VAT
All other shipments are EX WORKS-IMEC
- Payment Term :
 - Mask tooling NRE and Prototype NRE : 100% at PO, prior to tapeout. Cash with order
 - Production wafers: Net 30 days after invoicing for the amount of the installed credit line. These payment terms are subject to IMEC and OnSemi quarterly finance review and agreement. In case the customers'

quarterly financial data does not allow to install a credit line, payment terms of production wafers are cash with order.

3. Mask revisions and retooling are charged according to the mask grade and mask type for each layer.
4. Regardless the validity periods as specified in this Quote, IMEC reserves the right to terminate this Quote in whole or in part with thirty (30) days prior notice.
5. By placing a purchase order, the customer accepts ON Semi - General Terms & Conditions for Foundry Services and Products attached, whereby all the liabilities of IMEC as CUSTOMER will be passed over to you. The customer also accepts the terms and conditions stated herein and in this Quote, and no new terms and conditions either from the customer and IMEC will be accepted, including terms and conditions from the customer's purchase order, without a specific written consent signed by both customer and IMEC pertaining to any new terms and conditions.
6. This quotation is confidential and as such is provided under the terms of a mutually agreed Non-disclosure-Agreement
7. IMEC can only accept purchase order if it is addressed to IMEC, Kapeldreef 75, B-3001 Leuven, Belgium and attention to Europractice Service (P. Malisse).
8. IMEC will invoice the full amount of the Pilot or Engineering lot charges at the time of shipment of the first wafers from that lot. No credit will be given for any or all of the remaining wafers, regardless whether the customer takes the delivery or not.
9. The above quotation (the "Quote") is issued by IMEC solely to provide pricing regarding the technology and devices described in the Quote.
10. The prices set forth herein are net of any and all taxes and duties. Customer shall pay all applicable taxes and duties regardless of whether or not they are itemized on the invoice(s).
11. Unless otherwise specified in this Quote, this Quote supersedes and replaces any and all prior quotation for the technologies, devices, services and materials described in this Quote.

ON Semi and IMEC have offered you a very favorite quote and we are looking forward to work with you,

Yours



Paul Malisse
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Attachment - Rescheduling & Cancellation Policy

Unless otherwise agreed in writing between the Parties, the following policy will apply:

Re-scheduling policy:

1. No push-outs of current delivery schedules will be accepted within 30-days of the scheduled delivery date.
2. Deliveries scheduled within the current Quarter^(*), but outside of the 30-day scheduled delivery date, can be re-scheduled to a later date but no later than the end of the current Quarter.
3. ON Semi will use all reasonable efforts to support customer's requests for advanced deliveries. Specific arrangement will be made on a case by case basis.

Cancellation policy:

1. Orders cancelled will be charged based on the following factors:
 - a) Location of the Work In Progress (WIP), meaning any material started to cover the lead-time and the buffer stock, at the time of the written cancellation request.
 - b) In addition to cancellation charges based on WIP position as detailed hereunder, Customer is liable for all device specific Raw Materials procured by ON Semi for the specific purpose of manufacturing the device being cancelled (i.e. ceramic packages, heat sinks, custom plastic packages, ...).
2. Cancellation charges on **tested and packaged devices** are calculated as a percentage of the unit price as per the purchase order, and are based on the following WIP locations:

a) Started wafers	70% of unit price
b) Sorted wafers (die-bank)	75% of unit price
c) Assembled Devices	90% of unit price
d) Finished Goods (stock)	100% of unit price
3. Cancellation charges on **bare dies** are calculated as a percentage of the unit price as per the purchase order, and are based on the following WIP locations:

a) Started wafers	85% of unit price
b) Sorted wafers (die-bank)	95% of unit price
c) Finished Goods (stock)	100% of unit price
4. Cancellation charges on **sorted wafers** are calculated as a percentage of the unit price as per the purchase order, and are based on the following WIP locations:

a) started wafer:	90% of the unit price
b) sorted wafer:	100% of the unit price.
5. Cancellation charges on **unsorted wafers** are calculated as a percentage of the unit price as per the purchase order, and are based on the following WIP locations:

a) started wafer:	100% of the unit price.
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Miscellaneous:

- The Customer will release on a monthly basis a twelve (12) months rolling forecast in weekly buckets for the first three months and monthly buckets for the remaining period. The first 3 months of such rolling forecast represent a commitment to purchase from the Customer while the following 9 months are non-binding estimates of Customer's long term needs.
- The buffer stock may go up to maximum 2 weeks die-bank and 2 weeks finished goods.
- The Customer will notify ON Semi in writing 6 months prior to the end of life of the product to allow ON Semi to reduce the WIP by bringing any excess inventory to zero.

Note: (*) Quarters are determined as follows:

quarter 1: calendar week 1 through 13; quarter 2: calendar week 14 through 26;
 quarter 3: calendar week 27 through 39; quarter 4: calendar week 40 through 52.

Attachment - General Terms & Conditions for Foundry Services and Products

1 It is expressly understood between ON Semi and the customer that ON Semi shall have no obligation hereunder arising from any defect in design of any product. Design engineering support services are provided AS IS.

Products are not intended for use in, and no warranty is made in respect to, applications where failure to perform can reasonably be expected to result in significant injury (including without limitation, navigation, weaponry, aviation or nuclear equipment, or for surgical implant or to support or sustain life).

2 The customer hereby represents and warrants to ON Semi that the customer's provision to ON Semi of design data, process information, design techniques, the GDSII data base and the use of these data by ON Semi to perform the foundry services does not (1) constitute an unfair trade practice against any third party, (2) misappropriate any trade secret of any third party and (3) tortuously interfere with or breach any contract between the customer and any third party.

3 No license or other rights are granted whether directly or by implication, estoppel or otherwise, with respect to any patent, trademark, copyright, mask work, trade secret or other intellectual property right except as expressly set forth herein.

The generating party remains the owner of the intellectual property rights and know-how existing on the date of accepting of this quotation.

The customer shall own all rights, title and interest, including all intellectual property rights, in and to the following:

- the product specification;
- the topography of the Product;
- all updates, enhancements and/or improvements to the product;
- the physical mask set.

ON Semi shall retain all right, title and interest, including all intellectual property rights in and to:

- ON semiconductor manufacturing technology implemented for a product and all circuit and technology know-how gathered and/or necessary for the performance of the Agreement;
- the database preparation and mask tooling procedures
- all updates, enhancements and/or improvements of intellectual property and/or know-how owned or controlled by ON Semi.

If the customer has not provided ON Semi with a purchase order for product during a period of nine (9) consecutive calendar months, ON Semi may request to destroy or send back to the customer the physical mask set corresponding to the product. ON Semi shall give a thirty (30) days' written notice of its intention to destroy the above mentioned.

The customer grants to ON Semi a royalty-free, fully paid-up and world-wide license to use the customer's intellectual property and/or know-how (including product specification, topography of the product) solely for the purpose of the performance of the foundry activities hereunder and for no other purpose. Such license shall terminate upon the performance of the last purchase order.

ON Semi undertakes to defend, indemnify and hold the customer harmless from and against all direct claims, direct suits, direct actions, direct judgments, direct costs and direct liability resulting from any claim that the manufacturing processes (as performed by ON Semi with respect to the products and hereinafter referred to as the "Process") infringe any patent or other third party intellectual property right provided however that the customer (i) gives immediate written notice to ON Semi, (ii) permits ON Semi to defend or settle, and (iii) gives ON Semi all needed information, assistance and authority

If any Process results in the infringement or, in ON Semi's reasonable determination is likely to result in such infringement of any third party intellectual property rights, ON Semi shall have the right, at ON Semi's choice



and expense, either (i) to obtain from such third party the right to continue to provide and/or use the Process, (ii) to modify the Process to avoid and eliminate such infringement, as the case may be, or (iii) to terminate this Agreement with respect to the Process in question without liability to ON Semi, require the customer to return all infringing products to the extent such return is reasonably practical and refund the amounts paid by the customer hereunder for such returned products.

ON Semi will have no liability arising from or connected with any claim of any patent or third party intellectual property relating to (i) the design or (ii) ON Semi's compliance with the customer's manufacturing instructions or the use by ON Semi of any intellectual property and/or know-how provided by the customer to ON Semi hereunder. ON Semi will not be responsible for patent and third party intellectual property right infringement resulting from anything not manufactured entirely by ON Semi or for any claim due in whole or in part to any act, omission and/or specifications of the customer.

The customer undertakes to defend, indemnify and hold ON Semi harmless from and against all direct claims, direct suits, direct actions, direct judgments, direct costs and direct liability resulting from any claim that the manufacturing of the Products in compliance with the customers specifications, instructions and/or designs or the use by ON Semi of any intellectual property and/or know-how provided by the customer to ON Semi (collectively referred to as "Customer IP") hereunder infringes, misappropriates or violates any patent or third party intellectual property right provided that ON Semi (i) gives immediate written notice to the customer, (ii) permits the customer to defend or settle, and (iii) gives the customer all needed information, assistance and authority. In the event the customer becomes party to any infringement, ON Semi may, at its sole option, immediately terminate and/or suspend performance with respect to such affected products.

If any Customer IP results in the infringement or, in customer's reasonable determination is likely to result in such infringement of any third party intellectual property rights, the customer shall have the right, at customer's choice and expense, either (i) to obtain from such third party the right to continue to provide and/or use the customer IP, (ii) to modify the Customer IP to avoid and eliminate such infringement, as the case may be, or (iii) to terminate this Agreement with respect to the product concerned subject to the compensation of the ON Semi direct costs and expenses.

THIS ARTICLE 3 STATES THE PARTIES' ENTIRE LIABILITY AND OBLIGATION TO EACH OTHER WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT OR CLAIMS THEREOF.

4 Except as provided herein or as mandated by law, either Party's total liability to the other Party hereunder for any kind of loss, damage or liability arising under or in connection with this Agreement, under any theory of liability, shall not exceed the total amount received by ON Semi hereunder.

5 The customer hereby agrees to indemnify and hold ON Semi, its affiliates and authorized subcontractors and each of their respective employees, directors, agents, successors and assigns harmless from and against any and all losses, costs, liabilities, damages, claims, suits or demands from third parties resulting from or relating in any way to the design, development and/or operation of any such product.