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비밀

## CONTRACT AGREEMENT FOR EVALUATION

This Contract dated as of June 13, 2003 ("Effective Date") is made by and between IPS, Ltd., a corporation duly organized and existing under the laws of the Republic of Korea and having its principal office at #33 Jije-dong, Pyungtaek, Kyungki-Do, Korea, and ASML US, Inc., acting under the name of ASML Thermal Division, a corporation duly organized and existing under the laws of the State of Delaware and having its principal office at 440 Kings Village Road, Scotts Valley, CA 95055.

### Article 1: Objective of Contract and Purpose of Contract

IPS has agreed to supply a Nano-ALD 3000 TiN Stand Alone System (IPS Identification: Y017, existing design) which is currently in IPS' possession to ASML Thermal Division for joint research activities to develop 300mm TiN process in order to contribute to overseas sales activities in the future.

### Article 2: Contract Period for Research and Development

This contract shall remain in effect for 24 months after Effective Date, and such term can be extended by mutual agreement between both parties.

### Article 3: Legal Ownership of Intellectual Property to be filed during Contract Period

Any intellectual property including patent related to the specific TiN co-development work done on this particular loaned Nano-ALD 3000 TiN Stand Alone System (IPS Identification: Y017, existing design) during contract period will be jointly owned.

### Article 4: Obligation for Return of Equipment for Research and Development

ASML shall return the equipment to IPS without any delay after completion of the Contract Period. However, after the expiration of the contract period, in case both parties agree to carry out further research and development or agree that the equipment has deteriorated beyond further usage, IPS can waive its ownership. In case ASML Thermal Division decides to purchase this equipment after expiration of contract period, IPS shall give most favored terms & condition to ASML which respect to price.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN THEIR NAMES BY THEIR PROPERLY AND DULY AUTHORIZED OFFICERS OR REPRESENTATIVES AS OF THE DATE FIRST ABOVE WRITTEN.

IPS Co., Ltd.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LEE, TAE-YOUNG  
Managing Director

ASML Thermal Division

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBRATA CHATTERJI  
General Manager, ALD Business Unit