

MEMORANDUM OF UNDERSTANDING

비밀

1. Introduction:

Whereas, IPS Ltd. (IPS) and Samsung Electronics Co., Ltd. (SEC) have been engaged in discussions to consider a license under certain SEC intellectual properties for allowing IPS to build and sell machines for use in the manufacturing of semiconductor devices. The parties now desire to agree on the essential terms of such a license as follows.

2. Licensed Product:

"Licensed Product" in either singular or plural shall mean any commercial apparatus, machine, or equipment for use in a semiconductor device manufacturing process for depositing Al_2O_3 and TiN layers, wherein such a deposition being performed by the Atomic Layer Deposition (ALD) technique which utilizes a sequential application of reaction vapour through multiple ports onto a layer of integrated circuit substrate.

3. Intellectual Property:

"Intellectual Property" shall mean (i) any SEC patents or applications for patents existing or filed during the Term of License (as defined herein below) which contain claims that would be infringed by making, using, or selling the Licensed Product by a non-licensed party, and (ii) SEC trade secrets including know-how, recipe, data or other proprietary information which are necessary for making, using, or selling the Licensed Product.

4. Grant of License by SEC:

In consideration of terms and conditions herein, including any fees or royalties as provided herein, SEC shall grant IPS a non-exclusive, non-transferrable, worldwide license under the Intellectual Property to make, have made, use, sell, and otherwise dispose of the Licensed Product.

5. Payment of Royalties by IPS:

In consideration of the license as shall be granted by SEC, IPS shall make:

- (i) an initial payment to SEC in the amount of US\$1,300,000 (one million and three hundred thousand U.S. Dollars) on or about the effective date of a formal License Agreement. The parties hereby agree that IPS may satisfy the initial payment obligations by delivering to SEC a Licensed Product in commercial form (i.e., model number CS-9801) having value of no less than US\$1,300,000 and the standard full warranty and support; and
- (ii) running royalty payments to SEC at the following rates of the net sales of all the Licensed Products sold worldwide during the Term of License to customers other than SEC:



- 비밀
- (a) Four percent (4%) of the Net Sales for the first ten (10) units of the Licensed Products;
 - (b) Three percent (3%) of the Net Sales for the 11th through 30th unit of the Licensed Product; and
 - (c) Two percent (2%) of the Net Sales for all units beyond the 30th unit.

6. Most Favourable Royalty:

SEC hereby guarantees that the fees and royalties which IPS is obligated to pay hereunder shall be each less than any fees or royalties agreed by any other licensees of the Licensed Product provided that those other licensees are bound under the same essential terms and conditions, including those provided in Sections 2, 3, 4, 5, and 7 herein, of the present license.

7. Term of License:

The Term of the License shall be five (5) years from the effective date of a formal License Agreement.

8. Formal License Agreement:

Unless otherwise agreed, the parties hereto shall put forth their best efforts to execute a formal License Agreement embodying the above essential terms by the end of June, 2000.

9. No Legal Effect:

Notwithstanding any provisions hereof, it is understood that the terms and conditions as described herein shall have no binding effect, and the parties hereto shall be under no legal obligations to perform for each other, except the confidentiality obligation contained herein, until such time as the formal License Agreement has been executed by the parties.



For and on behalf of IPS:

By: [Signature]

Typed Name: TAE SOO KIM

Position: General Manager

Date: Jun 23 '00

For and on behalf of SEC:

By: [Signature]

Typed Name: J. T. Moon

Position: Director

Date: June 23, 2000

CONFIDENTIALITY: Contents of this document are strictly CONFIDENTIAL and for negotiation purposes only.

[Signature]

비밀

계약서

1. 소개

여기명기된 아이피에스와 삼성전자는 아이피에스가 반도체제조를위한 장비를 제조하고 판매하는것을 허가하기위한 삼성전자의 지적소유권의 조건에서 license를 검토를 착수했다. 양당사자는 다음과같은 조건으로 license의 본질적인조건에대해 계약한다.

2. 인가된제품

한대혹은 두대이상에서의 "LICENSE PRODUCT"란 Al_2O_3 와 TiN layers의 침전을 이용한 반도체장비의제조공을위한 어떠한 상업적인 장비,기계혹은 기구를 의미한다. 여기서 ALD(ATOMIC LAYER DEPOSITION)기술에의해 형성된침전물.....

3. 지적소유권

지적소유권이란 어떠한 삼성의 특허권 혹은 인증받지 못한 회사에해 판매되어고,사용되고, 만들어진것에의해 위반되어지는 손해배상을 포함한 LICENSE 기간동안 적립화되거나 특허를 응용한것을 의미한다.

4. 삼성에의한 LICENSE 의 교부

기간 및 조건에대한 고려에 있어. 삼성에의해 제공된 떠한 요금 및 특허권사용료는 제품 사용,판매그리고 인증된 제품을 판매하는것에관한 지적소유권의 조건으로 아이피에스에게 제한적이지않고, 양도불가능한조건으로 전세계적인 LICENSE를 제공할것이다.

5. 아이피에스의 특허사용료 지불조건

삼성에의해 받을 LICENSE의 요건, 아이피에스는

- (1) 최초로 삼성에게 정식LICENSE계약유효일에대해서 \$1,300,000를 지불한다.
여기서 당사자는 아이피에스가 인증된 제품(CS9801) 적어도 \$1,300,000이상의 가치를 가지고 있는 장비를 삼성에 표준품질보증과 지원의 조건으로 납품한다는 지불 조건에만족 함에 동의한다.
- (2) 삼성에게 지불하는 특허권사용료는 삼성이외의 다른 고객에게 판매하는 모든인증된제품판가의 5%에 해당하는 금액을 지불해야한다.

6. LICENSE 기간

정식 LICENSE계약의 유효일로부터 5년동안이 된다.

7. 정식 LICENSE 계약

만일, 이러한 조건에 계약하지 않는다면, 당사자들은 2000년6월말까지 상기본질적인 조건을 구하는 정식계약을 실행하는 것을 제한할것이다.