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MUTUAL NONDISCLOSURE AGREEMENT

This AGREEMENT is made between:

X-FAB Semiconductor Foundries AG
Haarbergstraße 67
99097 Erfurt
Germany

and

UNIVERSIDAD DE LA REPUBLICA
FACULTAD DE INGENIERIA
INSTITUTO DE ING. ELECTRICA
HERRERA Y REISSIG 565
11300 MONTEVIDEO
URUGUAY

X-FAB Texas Inc.
2301 N. University Ave
Lubbock, Texas 79415
USA

X-FAB UK Limited
Tamerton Road
Roborough, Plymouth,
UK PL6 7BQ

(together or individually hereinafter referred to as "the party" or "the parties" as appropriate)

WHEREAS the parties shall, for their mutual benefit and in connection with their cooperation in the development and manufacture of integrated circuits and in the preparation of wafers, exchange and thereby disclose to each other confidential information, the parties seek to secure the confidentiality of such information by the terms of and in accordance with this Agreement.

IN CONSIDERATION of such exchange and cooperation IT IS HEREBY AGREED as follows:

1.0 Confidentiality

The parties agree to keep all disclosed confidential information strictly confidential. Without prejudice to the generality of the aforesaid, the obligation hereunder shall apply in particular to all information which is marked as being confidential and/or that information, of which within 10 days of its disclosure, notice in writing is given by the disclosing party that it shall be treated as confidential. Such information will ordinarily be disclosed to the other party in written form by way of software, draft documentation, drawings or technical specifications on data storage modules such as magnetic tapes or diskettes via data communication or by post. Data relating to individuals shall (in accordance with applicable Data Protection laws) also be treated as confidential as will all information relating to business secrets such as research and development matters and other business affairs of the other party, its associated companies or parties contracting with such party.

The confidentiality obligation shall not apply to information which

- * the parties already hold, without owing any duty of confidentiality, at the time of disclosure
- * is in the public domain
- * the parties legitimately receive from third parties without being subject to any confidentiality obligations
- * the parties develop or have developed independently of any such confidential information
- * the disclosing party has disclaimed in writing any rights to confidentiality
- * is provided after the termination of this Agreement

1.1 Securing Confidentiality

The parties shall use all reasonable endeavours to maintain confidentiality and in particular confidential information shall only be given or communicated to such employees who necessarily and properly require such information to perform their duties under their employment.

The parties shall keep all documentation and records which contain confidential information in a secure and safe place.

1.2. Acquisition of information from the business operations of the parties

The parties undertake to keep all internal business information of which they, their employees or representatives become aware during the performance of their duties at the other parties' place of business, strictly confidential and not to divulge the same to any third parties. This shall apply in particular to all internal information relating to technical, design, manufacture, operational or organisational matters.

1.3. Extension of the obligation of confidentiality to third parties

If a party intends to sub-contract to a third party and disclosure of confidential information to such third party is necessitated thereby, the party shall first obtain the written consent of the other party thereto. The disclosing party and the sub-contractor shall prior to such disclosure enter into a confidentiality agreement in a similar form as this Agreement.

1.4. Return of the confidential documentation

After termination of each contractually separate project, the parties shall upon request return, destroy or put in safe-keeping specified information.

1.5. United States Export Administration Regulations and Restrictions of the European Union

The parties acknowledge that certain information relating to development and manufacturing technology are subject to US Export Administration Regulations and restrictions of the European Union and the parties undertake to comply therewith. In addition, the parties shall treat such technology and the resultant products with at least the same care as they would in respect of confidential information hereunder and shall not divulge any details to ineligible third parties.

1.6. Patentable/Registrable Inventions

The duty of confidentiality also applies to information and documentation relating to an as yet unregistered or unpatented invention. Such documentation also constitutes confidential documentation and the party disclosing the same reserves all rights therein. In particular it is confirmed that no rights whatsoever are transferred or relinquished to the other party by the disclosure of such information.

1.7. General

In the event of any conflict between this Agreement and any other contractual terms between the parties, the terms of this Agreement shall prevail. No variation to the terms hereof shall be valid unless such variation is in writing and signed by a duly authorized representative of each party. The invalidity of any part of this Agreement shall not affect the validity of the rest of this Agreement. In the event of any part of this Agreement being declared invalid or void, the parties shall in good faith negotiate substitute wording which reflects as far and as near as possible the parties' initial intention.

1.8. Law and Jurisdiction

This Agreement is subject to the German substantive law without regard to its conflicts of laws provisions. The sole place of jurisdiction shall be Erfurt/Germany.

1.9. Commencement and Duration of this Agreement

This Agreement shall commence on the later of the two dates of signature of the parties below being the date when both parties have duly executed this Agreement. Subject to the following this Agreement shall continue in force for an indefinite time. Either party may terminate this Agreement by giving to the other 90 days prior notice thereof in writing but the obligations hereunder shall not be affected and shall continue in full force and effect for a period of five (5) years in respect of information and documentation disclosed prior to its termination.

1.10. Rules Governing Signatures for the X-FAB Group

By virtue of relevant powers of attorney, the signature of one X-FAB shall be valid as a signature for all of the above X-FAB companies.

Company: X-FAB Semiconductor Foundries AG
X-FAB Texas Inc.
X-FAB UK Ltd.

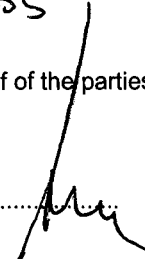
Company UNIVERSIDAD DE LA REPUBLICA
FACULTAD DE INGENIERIA

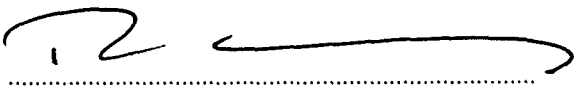
Name: HARALD MROOS

(being duly authorized on behalf of the parties to execute this Agreement)

Name: DR. ING. RAFAEL GUARGA

(being duly authorized on behalf of the party/parties to execute this Agreement)

August 30, 2005
Date Signature 


Date Signature RAFAEL GUARGA 30/08/2005
RECTOR

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**AMIS GENERAL DESIGN INFORMATION
CONFIDENTIAL DISCLOSURE AGREEMENT**

(One-Way Disclosure by MOSIS to Recipient)

This Confidential Disclosure Agreement ("Agreement") is entered into as of the 8th day of September, 2005, by and between **UNIVERSITY OF SOUTHERN CALIFORNIA**, by and through the USC Information Sciences Institute (doing business as "The MOSIS Service"), having a principal place of business at 4676 Admiralty Way, Suite 1001, Marina Del Ray, California 90292 ("MOSIS"), and UNIVERSIDAD DE LA REPUBLICA - INSTITUTO DE INGENIERIA ELECTRICA ("Recipient"), having its principal place of business at J. HERRERA Y REISSIG 565 / 11300 MONTEVIDEO / URUGUAY.

Whereas MOSIS has obtained certain rights to disclose certain proprietary design information of AMI Semiconductor, Inc. ("AMIS") and in order to protect the confidentiality of the technical and/or other proprietary information of AMIS and/or third parties from whom AMIS has obtained such proprietary information, as well as to protect all patent, copyright, mask work and/or other intellectual property rights of AMIS and/or such third parties, and in consideration of any confidential disclosures made by AMIS hereunder, Recipient hereby agrees to hold in confidence all AMIS proprietary information disclosed to it by MOSIS ("Information"), including, without limitation, Information concerning or relating to AMIS General Design Information.

Recipient agrees not to use any such Information for any purpose other than in connection with such business relationship with MOSIS (as it relates to designing circuits for manufacturing at AMIS) and Recipient (the "Purpose"). In addition, Recipient agrees not to divulge any such Information to any third party for any reason, except as necessary to employees of Recipient who have a genuine need to know such Information in connection with the Purpose (provided that each such employee of Recipient is bound by obligations of confidentiality no less restrictive than those set forth in this Agreement). If Recipient becomes aware of any unauthorized use and/or any unauthorized disclosure of such Information, Recipient immediately shall provide MOSIS with written notice of the facts and circumstances pertaining to such unauthorized use and/or unauthorized disclosure (including, without limitation, the names of the persons and/or entities involved and a description of the Information involved).

All originals and copies of Information received by Recipient from MOSIS hereunder shall be returned to MOSIS promptly following MOSIS's request.

MOSIS makes no warranties, whether express, statutory or implied, regarding the sufficiency of any Information disclosed to Recipient hereunder for any purpose, or regarding claims of patent, copyright, mask work or other infringement that may arise from the use of any such Information.

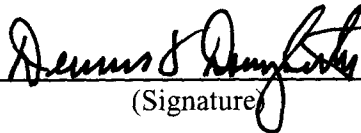
In its use of such Information, Recipient agrees to take appropriate measures to comply with all laws and regulations of the United States (as the same may be amended from time to time) relating to the export and/or re-export of technical data and/or the direct products thereof, including but not limited to the U.S. Export Administration Act of 1979, and the Export Administration Regulations and International Traffic in Arms Regulations of the U.S. Department of Commerce and/or the U.S. Department of State.

IN WITNESS WHEREOF, MOSIS and Recipient have caused this Agreement to be executed by their respective authorized representatives as of the date first shown above.

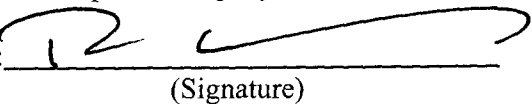
UNIVERSITY OF SOUTHERN CALIFORNIA

UNIVERSIDAD DE LA REPUBLICA
(Print Recipient Company's Name)

By: _____


(Signature)

By: _____


(Signature)

Print Name: _____

Dennis F. Dougherty
Senior Vice President
Administration

Print Name: _____

DR. ING. RAFAEL GUARGA

Title: _____

Title: _____

RECTOR

Date: _____

September 8, 2005

Date: _____

18/AUG/2005

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Coop

030625(S)

DESIGN KIT LICENSE AGREEMENT

THIS DESIGN KIT LICENSE AGREEMENT ("Agreement") is made and entered into as of the 8th day of September, 2005 ("Effective Date") by and between **UNIVERSITY OF SOUTHERN CALIFORNIA**, by and through the USC Information Sciences Institute (doing business as "The MOSIS Service"), having a principal place of business at 4676 Admiralty Way, Suite 1001, Marina Del Ray, California 90292 "MOSIS", and UNIVERSIDAD DE LA REPUBLICA (INSTITUTO DE ING. ELECTRICA) a NATIONAL UNIVERSITY corporation having its principal place of business at J. HERRERA Y REISSIG 565 / 41300 MONTEVIDEO / URUGUAY. ("Licensee"). MOSIS and Licensee also are hereinafter referred to individually as a "party" and collectively as the "parties."

WHEREAS, MOSIS has developed certain proprietary information regarding the design of integrated circuits; and,

WHEREAS, AMI Semiconductor, Inc. ("AMIS") has developed certain proprietary information regarding the design of integrated circuits using AMIS's libraries and/or other AMIS data; and,

WHEREAS, MOSIS has obtained certain rights to sub-license certain AMIS proprietary information regarding the design of integrated circuits using AMIS's libraries and/or other AMIS data; and,

WHEREAS, Licensee desires in connection with its business activities to design integrated circuits using data from MOSIS, AMIS's libraries and/or other AMIS data;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which MOSIS and Licensee acknowledge, the parties hereto agree as follows:

1.0 GRANT

1.1 MOSIS hereby grants to Licensee a non-exclusive, non-transferable license, without the right to sublicense, to use the "Technical Data" described in Attachment "1" attached hereto (and any updates, enhancements and/or improvements to the Technical Data which MOSIS in its discretion may provide hereunder, which updates, enhancements and/or

improvements, if any, also shall be deemed to be "Technical Data" for the purposes of this Agreement) solely for the purpose of designing integrated circuits to be purchased from MOSIS.

- 1.2 Licensee understands and assumes the risk that any modifications to the Technical Data not performed by or at the direction of MOSIS and/or the applicable third party from whom MOSIS has acquired license rights may result in circuit designs which are incompatible with the targeted manufacturing process.
- 1.3 In the event that MOSIS and/or any third party from whom MOSIS has obtained license rights, in its sole discretion, discontinues a particular portion or the entirety of the Technical Data, MOSIS promptly shall notify Licensee, of such discontinuation.
- 1.4 Nothing contained herein shall limit or restrict in any way whatsoever MOSIS's absolute right or the absolute right of any third party from whom MOSIS has obtained license rights, to change, modify, update, enhance, improve or discontinue the Technical Data (or any portion thereof) at any time.

2.0 RESTRICTION ON USE

- 2.1 Licensee agrees that the Technical Data shall be used only on the computer system(s) located at Licensee's own facilities. Licensee at all times shall maintain an updated list of the identity and location of each and every such computer system on which the Technical Data, in any form, is being used, and promptly shall make that list available to MOSIS upon MOSIS's request at any time.
- 2.2 The Technical Data shall be used by Licensee only for Licensee's internal design purposes. Without limiting the generality of the foregoing, Licensee agrees: (a) that it will not permit any third party to have access to any portion of the Technical Data or permit any third party to use any portion of the Technical Data to design any integrated circuit; and, (b) that it will not manufacture, or permit any third party to manufacture, any integrated circuit that incorporates (in whole or in part) the Technical Data.

3.0 DELIVERY OF TECHNICAL DATA; RISK OF LOSS

In response to, and within thirty (30) days after, Licensee's request(s) from time to time following the Effective Date of this Agreement, MOSIS shall provide to Licensee one (1) copy of such item(s) of the Technical Data as has been requested by Licensee. Risk of loss of or damage to the Technical Data shall pass to Licensee upon Licensee's receipt of the Technical Data, and any loss of or damage to the Technical Data thereafter shall not relieve Licensee from any obligation hereunder. In the event of such loss or damage, MOSIS agrees to replace the affected Technical Data for a reasonable reproduction charge.

4.0 REPRODUCTION AND CONFIDENTIALITY

- 4.1 Except to the limited extent expressly permitted and restricted herein, Licensee shall not copy the Technical Data. Licensee may copy the Technical Data, if necessary, for Licensee's own purposes, provided that: (a) each such copy is kept in the possession of Licensee at all times; and, (b) Licensee keeps records available to MOSIS of the location of each such copy. Licensee agrees to ensure that each such copy includes such copyright notice, restricted rights legend, and/or any other proprietary markings as may be designated by MOSIS.
- 4.2 Licensee (including Licensee's employees) shall receive and hold the Technical Data (regardless of the form in which any such Technical Data is received, held and/or incorporated into other data) in strict confidence, exercising all reasonable precautions to prevent the unauthorized disclosure of the same to others in violation of this Agreement, and utilizing such Technical Data only for the limited purposes expressly permitted herein.
- 4.3 Licensee agrees not to provide, disclose or otherwise make available any of the Technical Data, in any form, to any person other than Licensee's employees whose duties justify their need to know. Licensee agrees that it will take appropriate action, by instruction, agreement or otherwise, with its employees permitted access to the Technical Data to satisfy its obligations under this Agreement with respect to use, reproduction, protection, security and confidentiality of the Technical Data.
- 4.4 Licensee agrees that it shall not reverse-assemble, reverse-compile or otherwise reverse-engineer the Technical Data in whole or in part, nor permit any other person or entity to do so. The original and any whole or partial reproduction of the Technical Data, and regardless of whether merged into other design information or program material, shall be and remain the exclusive property of MOSIS or any third party from whom MOSIS has acquired license rights. With respect to the Technical Data, Licensee agrees that it shall not take any action or enter into any agreement in derogation of the ownership rights of MOSIS or any third party from whom MOSIS has acquired license rights. Nothing contained in this Agreement shall be construed as conferring any right upon Licensee (or upon any other person or entity), by implication, estoppel or otherwise, other than the right to use the Technical Data as expressly permitted and restricted by this Agreement.
- 4.5 If Licensee (and/or any employee of Licensee) should breach or threaten to breach this Agreement, or attempt to reverse-assemble, reverse-compile, reverse-engineer, use, copy, transfer or disclose the Technical Data in any manner contrary to the provisions of this Agreement, or in any manner in derogation of MOSIS's proprietary rights or the proprietary rights of any third party from whom MOSIS has acquired license rights, MOSIS immediately may terminate this Agreement, and, in addition to any other remedies it may have at law or in equity, will be entitled to immediate injunctive relief enjoining such action. Licensee specifically acknowledges that money damages alone would be an inadequate remedy.
- 4.6 If, and to the extent that, Licensee is a public or quasi-public entity, and/or is a representative of, employed by or otherwise affiliated with a public or quasi-public entity, Licensee represents and warrants to MOSIS that: (i) Licensee is not required by any

public disclosure law, public access law, freedom of information law, open records law, open meeting law, "sunshine" law or any similar such statute, regulation, rule and/or requirement to disclose any of the Technical Data in any form to any third party (including, without limitation, any member of the general public) or to allow any third party (including, without limitation, any member of the general public) to have any access to any of the Technical Data in any form; (ii) Licensee is able to comply in all respects with each of the confidentiality and use restrictions set forth herein with respect to the Technical Data; and, (iii) Licensee is subject to all remedies available to MOSIS under this Agreement and/or otherwise available to MOSIS at law or in equity for any breach and/or threatened breach of this Agreement by Licensee.

4.7 The obligations of this Section 4.0 shall survive any termination of this Agreement.

5.0 DISCLAIMER OF WARRANTY

MOSIS DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH REGARD TO THE TECHNICAL DATA (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF FREEDOM FROM CLAIMS OF PATENT, MASK WORK AND/OR COPYRIGHT INFRINGEMENT OR THE LIKE). THE TECHNICAL DATA PROVIDED HEREUNDER IS SUPPLIED "AS IS".

6.0 DAMAGES LIMITATION

Neither MOSIS nor any third party from whom MOSIS has acquired license rights shall be liable for any direct or indirect damages, including but not limited to loss of profits, loss of use, loss of goodwill, interruption of business and/or extended, special, incidental or consequential damages, of any kind, in connection with or arising out of the furnishing, performance and/or use of the Technical Data, regardless of whether such damages are alleged and/or sought under contract, tort and/or other theories of law. No obligation or liability shall arise or flow out of MOSIS and/or any third party from whom MOSIS has acquired license rights rendering technical or other advice in connection with the Technical Data. Licensee further agrees that MOSIS will not be liable for any claim or demand against Licensee by any third party arising from the furnishing, performance and/or use of the Technical Data.

7.0 TERM

This Agreement and the license granted herein shall commence on the Effective Date and shall continue in effect for an initial term of one (1) year, and thereafter automatically shall be renewed for consecutive one (1) year terms, unless sooner terminated as described in Section 8.0 below or on ninety (90) days' written notice by either party of termination for convenience.

8.0 TERMINATION

- 8.1 MOSIS shall have the right to terminate this Agreement at any time immediately upon written notice to Licensee for Licensee's failure to comply with any terms and conditions hereof or if Licensee files or has filed against it any bankruptcy proceedings or makes an assignment for the benefit of creditors.
- 8.2 In the event of the direct or indirect taking over or assumption of control of Licensee by any third party, (i) Licensee promptly shall notify MOSIS in writing of the facts and circumstances surrounding such event, and (ii) MOSIS shall have the right to terminate this Agreement at any time thereafter immediately upon written notice of termination to Licensee.
- 8.3 Within ten (10) working days after the termination of this Agreement, Licensee shall return to MOSIS, or, at MOSIS's sole discretion, destroy, the originals of the Technical Data and all reproductions and modifications thereof, in any form, including partial reproductions of the Technical Data, and any improvements, enhancements and updates thereto (including any such Technical Data, in any form, in the possession of Licensee's employees).

9.0 NO ASSIGNMENT

Without MOSIS's prior written consent, neither this Agreement nor any of the Technical Data to which it pertains shall be sublicensed, assigned or otherwise transferred, in whole or in part, by Licensee.

10.0 LIMITATION OF RIGHTS AND TITLE

- 10.1 Nothing contained in this Agreement shall be construed as conferring any right upon Licensee, by implication, estoppel or otherwise, other than the rights expressly granted by this Agreement. No title to or ownership of MOSIS's intellectual property or know-how, the intellectual property or know-how of any third party from whom MOSIS has acquired license rights, the Technical Data or any updates, enhancements and/or improvements to the Technical Data are transferred to Licensee or any third party by this Agreement or the license granted hereby. However configured, MOSIS's intellectual property and know-how, the intellectual property and know-how of any third party from whom MOSIS has acquired license rights, the Technical Data and any updates, enhancements and/or improvements to the Technical Data are and shall remain the exclusive property of MOSIS and/or any third party from whom MOSIS has acquired license rights. With respect to the Technical Data, Licensee agrees that it shall take no action nor enter into any agreement in derogation of the ownership rights of MOSIS or any third party from whom MOSIS has acquired license rights.
- 10.2 MOSIS, and/or any third party(ies) from whom MOSIS has acquired license rights, owns all rights in mask works to the Technical Data. MOSIS has, however, acquired the right to sub-license mask works rights to the Technical Data and thus agrees to grant to

Licensee a non-exclusive, irrevocable, royalty-free, fully paid up license to exercise all rights in the mask works, as that term is defined by the Semiconductor Chip Protection Act of 1984, to the Technical Data embodied in whole or in part in integrated circuits designed by Licensee. However, nothing contained herein shall in any way limit MOSIS's unrestricted right, or the unrestricted right of any third party from whom MOSIS has acquired license rights, at its sole discretion and expense and for its sole benefit, to institute an infringement action against any other party regarding any mask work rights pertaining to the Technical Data.

- 10.3 Subject to Sections 10.1 and 10.2 above, nothing contained in this Agreement in any way shall affect or diminish, or be construed to affect or diminish, Licensee's exclusive ownership rights in and to Licensee's own independently developed and/or independently acquired intellectual property, including, without limitation, any of Licensee's own proprietary design data incorporated by Licensee into any integrated circuit that also incorporates any Technical Data.

11.0 EXPORT REGULATIONS

Licensee hereby certifies that no Technical Data, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Licensee (or by any employee of Licensee) to any person, entity or country unless such prior written authorization as may be required is obtained by Licensee from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq.) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time.

12.0 ORDER OF PRECEDENCE

The terms of this Agreement shall supersede without exception the terms of any present or future order from Licensee concerning the Technical Data hereunder. Licensee agrees that its acceptance of delivery of any Technical Data from MOSIS is conclusive evidence of Licensee's agreement that the license for such Technical Data is governed exclusively by the terms of this Agreement.

13.0 INVALIDITY OF PROVISIONS

If any provision of this Agreement (or any portion of such provision) is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect, and the provision (or portion thereof) affected by such holding shall be modified, if possible, so that it is valid and enforceable to the maximum extent permissible.

14.0 INTEGRATION

This Agreement and **Attachment "1"** attached hereto constitute the entire agreement and covenant between the parties concerning the same contractual subject matter. This Agreement supersedes and repeals all previous negotiations and/or understandings between the parties relating to this subject matter. No other separate contract (except for a written amendment to this Agreement prepared and executed by the parties in accordance with Section 15.0 below) that now or hereafter may exist between the parties shall be deemed to supersede, amend or diminish any of the terms, conditions and restrictions contained in this Agreement with respect to the Technical Data.

15.0 MODIFICATION

This Agreement may not be modified, altered, changed or amended in any respect other than by a written amendment (which amendment shall be appropriately captioned to refer expressly to this Agreement, and the sole purpose of which amendment shall be to modify, alter, change or amend this Agreement) signed by both parties.

16.0 NOTICE

Any notice (other than routine transactional communications) to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed as follows (or to such other address as the parties may specify in writing):

To Licensee at:

UNIVERSIDAD DE LA REPUBLICA
INSTITUTO DE INGENIERIA ELECTRICA
J. HERRERA Y REISSIG SGS
11300 MONTEVIDEO / URUGUAY.

ATTN: F. SILVEIRA

To MOSIS at:

USC/ISI/MOSIS
4676 Admiralty Way, Suite 700
Marina del Rey, CA 90292, U.S.A.

ATTN: _____

17.0 APPLICABLE LAW; JURISDICTION; VENUE

This Agreement and its performance shall be governed by, and subject to and construed in accordance with the laws of the State of California, United States of America (without reference to principles of conflicts of laws), and the parties hereby submit to the exclusive jurisdiction and venue of the courts located in the State of California, United States of America, for any dispute arising out of this agreement.

18.0 TAXES; DUTIES

Any charges are exclusive of all taxes and/or duties now in force or enacted in the future, and therefore are subject to an increase equal in amount to any tax or duty MOSIS may

be required to collect or pay upon the occurrence of this license or the delivery of the Technical Data or for services provided hereunder.

19.0 CAPTIONS

The captions appearing in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the Agreement or any of the provisions hereof.

20.0 ENGLISH LANGUAGE VERSION

The exclusive official and binding version of this Agreement shall be in the English language, irrespective of any language into which it may be translated by either party.


21.0 COUNTERPARTS


This Agreement may be executed in duplicate identical counterparts, each of which shall be deemed an original instrument, but both such separate counterparts collectively shall constitute only one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

UNIVERSITY OF SOUTHERN CALIFORNIA, by and through the USC Information Sciences Institute (doing business as "The MOSIS Service")

UNIVERSIDAD DE LA REPUBLICA

By: 
(Signature)

By: 
(Signature)

Print Name: DR. ING. RAFAEL GUARGA

Title: RECTOR

Print Name: Dennis F. Dougherty

Date: 18/AUG/2005

Senior Vice President
Administration

Title: _____

Date: September 8, 2005

ATTACHMENT "1"

TECHNICAL DATA (the contents of each individual item to be determined by MOSIS at its sole discretion):

- (1) Mutually agreed-upon standard design information in the following formats:
 - Design Rules;
 - Target Intrinsic Parameters (Process Electrical Parameters);
 - SPICE Model Parameters;
 - Other formats at MOSIS's discretion.
- (2) Mutually agreed-upon standard cell libraries in the following formats:
 - SPICE Netlists;
 - GDSII Layout Libraries;
 - Circuit Description Language (CDL) Netlists;
 - Other formats at MOSIS's discretion.
- (3) Mutually agreed-upon memory components in the following formats:
 - GDSII Layout Libraries;
 - Circuit Description Language (CDL) Netlists;
 - Other formats at MOSIS's discretion.
- (4) Mutually agreed-upon Licensee-specific custom cell(s) or standard test/process-specific structures, if and when available, in the following formats:
 - GDSII Layout Libraries;
 - Related Documentation;
 - Other formats at MOSIS's discretion.
- (5) Mutually agreed-upon design information for specialty design components, if and when available, in the following formats:
 - Design Rules;
 - Target Intrinsic Parameters (Process Electrical Parameters);
 - SPICE Model Parameters;
 - Other formats at MOSIS's discretion.
- (6) Mutually agreed-upon transistor libraries in the following formats:
 - Cadence cellviews
 - Other formats at MOSIS's discretion.

ATTACHMENT "1" (CONTINUED)

- (7) Mutually agreed-upon "pCell" software in the following formats:

Compiled "Basic" pCell library in Cadence format;
Compiled "Advanced" pCell library in Cadence format;
Other formats at MOSIS's discretion.

- (8) Mutually agreed-upon design software in the following formats:

Compiled "Basic" software package;
Other formats at MOSIS's discretion.