

Terms and Conditions for Full-price Chip Manufacturing (full document)

- I. Please be sure to read all contents of this form before signing. The applicant/joint applicants is/are deemed to have accepted all contents and confirmed this application form once signed.
- II. The TSRI reserves the right to accept or deny this application form.
- III. The price quoted herein is the best available price and cannot be reduced further.
- IV. If the information provided by the applicant/joint applicants does not meet the requirements, is forged, altered or otherwise untrue, the applicant/joint applicants shall be liable for legal responsibilities and damages, and the TSRI shall immediately stop all relevant services.
- V. The subject matter is the chip that the applicant commissions the TSRI to manufacture. Its **top cell name** is shown in the Chip Manufacturing Application Form. The applicant/joint applicants agrees/agree to have the TSRI find a suitable foundry on their behalf and conduct IC trial manufacturing of the subject matter.
- VI. Confirmation of Functional Specifications
 - (I) The applicant/joint applicants shall deliver the **GDS file** to the TSRI for the commissioning of IC manufacturing after the design and verification for this application is completed.
 - (II) The TSRI outsources photomask manufacturing based on the applicant's/joint applicants' GDS file (please use the **layers** defined by the TSRI for the **layout**). The applicant/joint applicants must complete **DRC** verification and confirm the results in advance. The TSRI is not responsible for remaking or any cost compensation (reimbursement) in the event of failure to manufacture the sample or comply with the electrical specifications of the original design as a result of **DRC** violation.
 - (III) The sample verification of the subject matter is based on the standard wafer acceptance test (**WAT**) values of the foundry commissioned by the TSRI; the applicant/joint applicants shall not make other special requests.

VII. Confirmation of Sample

- (I) The confirmation of the sample is based on the above-mentioned regulations in Confirmation of Functional Specifications; the applicant/joint applicants shall not propose additional sample confirmation standards on electrical characteristics.
- (II) The applicant/joint applicants shall complete sample testing within **45** days of receiving a trial sample for the subject matter. If the said sample does not match the specifications in the Chip Manufacturing Application Form and the applicant/joint applicants is/are able to prove that the failed sample is caused by defects in manufacturing, the applicant/joint applicants shall file an objection with the TSRI on paper within the **45**-day testing period. If the applicant/joint applicants fails/fail to file an objection with the TSRI within the period, it is deemed the applicant/joint applicants has/have confirmed.
- (III) The TSRI shall transfer the objection to a neutral third party for assessment within **15** working days of receiving the objection raised by the applicant/joint applicants. If the failed sample is considered attributable to the TSRI after the objection raised by the applicant/joint applicants is assessed, the TSRI shall request that the foundry remake the sample. The testing and confirmation of the new sample shall still be subject to the above-mentioned regulations in Confirmation of Functional Specifications. Besides the remaking of the sample under the provisions in this paragraph, the applicant/joint applicants shall not request other compensation from the TSRI.
- (IV) If the new sample still does not comply with the specifications of the applicant/joint applicants, the applicant/joint applicants may request to terminate the chip commissioning. However, the applicant/joint applicants shall not request the return of fees already paid to the TSRI and shall not claim damage compensations.

VIII. Payment and Chip Shipment

The applicant/joint applicants shall make relevant payments as soon as possible upon signing this application form. The TSRI will stop providing relevant services if the payments remain unpaid upon being reminded by the TSRI. In principle, for academic applications (applications with domestic academic organizations as the invoice

header), the invoice will be sent together with chip shipment, with a **90**-day payment term from the issuance of the invoice; for research and industry applications, payment needs to be cleared before pickup/receipt of the chip.

IX. Progress of Sample Manufacturing

Please refer to the Tape-out schedule announced on the TSRI website; however, manufacturing progress is dependent on the actual case and is not limited by this schedule.

If delivery cannot be made on time due to reasons not attributable to the TSRI or force majeure, the TSRI shall notify the applicant/joint applicants as soon as possible when the event occurs, and a separate delivery deadline shall be discussed by the two parties.

X. Patent or Copyright

The applicant/joint applicants guarantees/guarantee that the materials relating to the design in this application neither violate the relevant provisions of the Patent Act or Copyright Act, nor infringe on the intellectual property rights of others; the applicant/joint applicants shall be responsible for any infringement of the rights of others, and shall compensate the TSRI for any damage caused.

XI. Ownership and Usage Rights

The ownership and usage rights of the photomask relating to this application belong to the TSRI. The applicant/joint applicants agrees/agree that the TSRI may provide the GDS file to the foundry commissioned thereby; however, the TSRI shall instruct the foundry to strictly adhere to confidentiality obligations.

XII. Confidentiality

Obligations the GDS file provided by the applicant/joint applicants of this application is the confidential information of the applicant/joint applicants, and shall not be disclosed to any third party by the TSRI and its commissioned foundry without written approval from the applicant/joint applicants. Further, the related information and documents shall not be diverted to other purposes not relating to the fulfillment of obligations under this application, or provided to any third party for use.

XIII. Force Majeure

If the fulfillment of this application is not possible due to an act of God, war or any other cause not attributable to a party, the party shall notify the other party at the time of the occurrence of the event, and assist the other party in minimizing damage in accordance with the principle of

good faith.

XIV. Termination of Chip Commissioning

This application may be terminated for the following reasons:

- (I) Both parties agree in writing.
- (II) The applicant/joint applicants terminates/terminate the chip commissioning in accordance with the provisions of Article 7, Confirmation of Sample.
- (III) If the applicant/joint applicants is/are subject to bankruptcy, liquidation, reorganization, or has/have committed a crime and been sentenced to imprisonment of three or more years, the TSRI may terminate the application without notice.
- (IV) If the **GDS file** provided by the applicant/joint applicants infringes on the intellectual property rights of others, the TSRI may terminate the application without notice.

XV. If the applicant/joint applicants violates/violate the chip manufacturing terms and conditions or other related regulations, the TSRI may no longer accept future chip manufacturing applications from the applicant/joint applicants.

XVI. Matters not covered herein shall be governed by the related laws and regulations of the Republic of China (Taiwan). Both parties agree that the Hsinchu District Court of Taiwan shall be the court of first instance exercising jurisdiction over any dispute arising from the application.