



IC Knowledge – 2005 IC Cost Model license agreement.

IMPORTANT—READ CAREFULLY: This License agreement (“LICENSE”) is a legal agreement between you (“INDIVIDUAL”) and IC Knowledge. By installing, copying or otherwise using the IC Cost Model (“MODEL”), you agree to be bound by the terms of this LICENSE.

The MODEL is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The MODEL is licensed, not sold.

1. DEFINITIONS

- a. LICENSE – a legal agreement covering the allowable use of the MODEL.
- b. MODEL – the IC Knowledge - 2005 IC Cost Model comprised of an Excel workbook containing one or more worksheets, data and algorithms in the form of formulas designed to calculate the manufacturing cost of various integrated circuits.
- c. COST CALCULATIONS – the use of the MODEL to estimate the cost of integrated circuits.
- d. INDIVIDUAL – the person that purchases the MODEL and is licensed to use the model.
- e. COMPANY – a company employing the Individual at the time the Individual purchases the MODEL.

2. LICENSE: This LICENSE grants the INDIVIDUAL the following rights.

- a. The INDIVIDUAL may save a single copy of the MODEL on a private local hard drive or private directory on a networked hard drive.
- b. The INDIVIDUAL may make a single copy of the MODEL as may reasonably be required for backup.

- c. The INDIVIDUAL may make COST CALCULATIONS for individual use or the use of the COMPANY.
- d. If the COMPANY is in the business of providing consulting or services to third parties, the MODEL may be used for COST CALCUALTIONS for a single third party provided the MODEL was purchased for and as part of a specific project on behalf of the third party.
- e. The INDIVIDUAL may use the Excel print function to print any of the MODEL pages for individual use or in conjunction with the COMPANIES business.
- f. The INDIVIDUAL and the COMPANY may make use of the COST CALCULATIONS results as may reasonably be required in the daily conduct of their business.

3. LIMITATIONS: The following rights are explicitly excluded.

- a. The INDIVIDUAL may not at any time save the MODEL on any medium where multiple people have access to the location where the file is stored.
- b. The INDIVIDUAL may not resell, rent or redistribute the MODEL.
- c. The INDIVIDUAL may not use the MODEL to perform COST CALCULATIONS for multiple third parties.

4. COPYRIGHT

- a. All title and copyrights in and to the MODEL (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the MODEL), the accompanying printed materials, and any copies of the MODEL, are owned by IC Knowledge. You may not copy the printed materials accompanying the MODEL. IC Knowledge reserves all rights not specifically granted under this License.

5. PROPRIETARY DATA

- a. The INDIVIDUAL agrees not to make any attempt to view password-protected sections of the MODEL including but not limited to, hidden formulas or

worksheets. Furthermore the INDIVIDUAL agrees not to make any attempts to “hack” or guess the password used by IC Knowledge.

- b. The methods and data utilized in the MODEL to perform COST CALCULATIONS remains the exclusive property of IC Knowledge at all times and are only licensed to the INDIVIDUAL for the purpose of COST CALCULATIONS.
- c. The INDIVIDUAL agrees to keep confidential the methods used by IC Knowledge in the MODEL to the extent that the INDIVIDUAL learns of those methods through use of the MODEL and or through interactions with IC Knowledge personnel except where such knowledge has been publicly disclosed or was known to the INDIVIDUAL prior to their purchasing the MODEL.

6. UPDATES

- a. Included in the price of the MODEL is any and all updates made to the 2003 MODEL.

7. ASSIGNMENT

- a. The INDIVIDUAL may be changed at any time to any employee of the COMPANY by notifying IC Knowledge by e-mail of the change. E-mail notification should be sent to info@icknowledge.com.
- b. In the event that the COMPANY is acquired by another Company, the acquiring company will become the COMPANY under this agreement once IC Knowledge has been notified by e-mail of the change. E-mail notification should be sent to info@icknowledge.com.

8. NON-WAIVER

- a. No failure of IC Knowledge to strictly enforce any term, right or condition of this LICENSE shall be construed as a waiver of such term, right or condition for the purpose of any subsequent occasion or event.

9. CHOICE OF LAW; JURISDICTION

- a. This LICENSE shall be interpreted and governed by the laws of the state of Massachusetts.

10. VALIDITY

- a. If any term or provision of this LICENSE shall be determined to be invalid or unenforceable under applicable law, such provision shall be deemed severed from this LICENSE, and the remaining provisions of this Agreement shall remain in full force and effect.

11. TERMINATION

- a. Without prejudice to any other rights, IC Knowledge may terminate this LICENSE if the INDIVIDUAL fails to comply with the terms and conditions of this LICENSE. In such event, the INDIVIDUAL must destroy all copies of the MODEL.