Please read, enter required information, sign, date, and mail to: Semiconductors Research Inc.
  If you would like a copy for your files, please send two copies.

CODE RECOVERY AGREEMENT

This Agreement is made by and between Semiconductors Research Inc., hereinafter referred to as "SRI", and _____, Customer",

The parties agree as follows:

1. **Scope of Work:**

SRI will use all reasonable efforts to:

A.   Recover data from the customer's secured integrated circuit, which may include, but is not limited to, the following: microprocessor, programmable array logic (PAL), generic array logic (GAL), field programmable gate array (FPGA), electronic erasable programmable read only memory (EEPROM) and/or electronically programmable read only memory (EPROM).

a.   SRI will work with all uncopywritten secured devices and only copywritten devices when the Customer is the copyright holder. Unless the Customer presents SRI with a copyright and a written receipt of acceptance by SRI, it is SRI's understanding that the secured device is uncopywritten and that the Customer has legal rights to the codes.

b.   Customer shall indemnify and hold harmless SRI from all liabilities and damages to Customer's failure to notify SRI of any copywritten material.

B.   Reverse engineer circuit boards and electronic prototypes and provide the customer with schematics, Gerber files, and a bill of materials.

C.   Identify all house marked or unmarked integrated circuits and values of minor components, including resistors, capacitors, transistors, diodes, bridge rectifiers, saw filters, etc.

D.   Design and prototype the customer's idea from the ground up and provide the customer with schematics, Gerber files, custom code, and a bill of materials.

E.   If requested, SRI can also provide outside sources to have the circuit boards manufactured, populated, and tested.

F.   Briefly describe what type of service you would like SRI to perform:

_____

_____

_____

II. Limitations:

A. Customer declares that the secured device is uncopywritten and assumes all infringement liability as provided above in paragraph I.A.

B. Customer agrees that the integrated circuit(s) are "damaged" or secured and the data is unrecoverable using standard methods and that SRI is not responsible for any damage to the data occurring prior to its arrival, during the recovery process, or after completion of work.

C. SRI will not assume responsibility for additional damage that may occur to the data or integrated circuit during its attempt to complete its services set forth in agreement.

D. In no event will SRI be liable for any damages, including but not limited to, loss of data, loss of profits, cost to cover replacement of circuit or integrated circuit, or special, incidental or indirect damages arising from this agreement, however caused under any or all theories of liability.

E. Due to security issues, SRI cannot discuss the details of the customer's job with anyone other than the named contracting party, unless otherwise instructed in writing.

F. SRI maintains discretion to refuse any job.

Ill. Estimates:

A. SRI will give a quote, verbal or written, on all projects.

B. SRI will quote a reasonable hourly rate for all data recovery projects on any integrated circuits not worked on in the past and must be paid in advance prior to work beginning and is non-refundable. The fee will be used to cover engineering costs and all disposable equipment used on our Customer's device. A set fee will be given on any integrated circuit that SRI has worked on in the past and was successful.

C. If the integrated circuit is of a different manufacture or type than originally quoted, the customer will immediately be quoted a new rate.

D. Turnaround times are estimates and can take more or less time depending on the degree of difficulty.

E. Expedited service is available at an additional charge.

IV.   Acceptance:

A.   Upon completion, SRI will ship the customer a secured test integrated circuit. Customer has five business days from receipt of secured test integrated circuit to test functionality. Customer MUST contact SRI technical support within FIVE (5) business days of receipt of secured test integrated circuit to make a claim for rework.

B.   Unless notified within FIVE (5) business days, the parties will consider that the data recovery is satisfactory and that SRI has adequately completed the terms of this agreement.

V.   Payments:

A.   SRI accepts cashier's checks, company checks upon approved credit, money orders, wire transfers, or cash. All funds must be in US Dollars.

B.   Code Recovery Projects:

I.   When the recovery is complete, SRI will send a closing invoice with Customer's secured test integrated circuit.

2.   Payment to SRI must be received before SRI will ship data or equipment.

3.   If payment is not received within TEN (10) business days of the invoice date, interest will accrue on a weekly basis, not monthly, at l8%.

C.   If customer refuses a COD package, customer will be liable for additional shipping and collection charges.

D.   All other types of work MUST be paid in full before any work is begun.

E.   Credit may be extended at SRI 's sole discretion. SRI reserves the right to grant or deny credit to any customer. All credit arrangements must be made in writing in the form of a purchase order and must be submitted prior to work starting.

VI.   Independent Contractor:

The parties agree that SRI is an independent contractor and is not an employee of or agent for the Customer.

VII. Attorney's Fees:

If either party shall breach or default in the performance of any clause or paragraph of this agreement, then such party shall pay the other party's court costs, deposition and expert witness fees, and attorney fees arising from such breach or default.

VIII. Jurisdiction and Venue:

All parties hereto agree that any action taken as a result of a breach or default shall vest venue in the courts of the EU. These courts shall also have jurisdiction both In Personam and In Rem to hear any and all actions that result from a breach or default of this agreement.

XI. Place of Contracting:

Parties to this agreement stipulate that the place of contracting is the EU.

X. Entire Agreement:

This document sets forth the entire agreement of the parties and there are no other promises, understandings, agreements, representations, or warranties between SRI and customer other than those set forth herein.

Accepted on behalf of SRI :   **Accepted on behalf of Customer:**

Name:_____   Customer: _____

                                               Name: _____

Title:_____   Title: _____

Date:_____   Date: _____

Work Order No.:_____