DEVELOPMENT AGREEMENT TERM SHEET

(_____ ("Company") Develops Hardware or Hardware and Software for Another Company or Company and the other Company Jointly Develop the Product)

Your name:_____

Email:_____

Phone number:_____

I.   Description of Product Being Developed

If only software is being developed, please use the OEM-OUT Software License Agreement Term Sheet.

If hardware (including chip designs), a reference design, or a combination of hardware and software is being developed by Company for a third party or by Company jointly with a third party, please use this form.

If the product being developed is not going to be sold by Company but instead the development work will result in a product that will be interoperable with Company products and that will be sold by the Development Customer or other third parties, please use the [Interoperability Term Sheet.]

Please provide a description of what will be developed (if joint development describe each party's component)

_____

Please provided the full corporate name of the other company or companies ("Development Customer"), along with street address

_____

Please describe the relationship between Company and the Development Customer (e.g., the Development Customer is a vendor, customer, Global Alliances technology partner, etc.)

_____

If the product is being developed as part of a larger project, please provide details of that project

_____

II.   Use of Product

For any hardware being developed, please answer the following:

Will the hardware be used as (check the appropriate box and fill in the black):

___ a component, if so for what product(s) _____

___ on a standalone basis, if so how will it operate with a Development Customer product and/or a Company product and what are those products

_____

___ as a design for a complete chip, if so in what product(s) will the chip be embedded

_____

___ as a design for a portion of a chip, if so please describe the chip or chip types in which the design will be used_____

___as a reference design, if so will Company and/or Development Customer need to sublicense the reference design and what other technology will be included with the reference design that is sublicensed (e.g., software) _____

For chip designs and reference designs, who will manufacture the product

_____

Who will sell the product(s)

_____

Are one or both parties modifying a standard product? Developing a new product using new technology? Developing a new product using existing technology?

_____

Please provide details of existing Company and/or Development Customer technology that will be used and new technology that will be created (include a list for both Company and Development Customer as appropriate)

_____

Does Company need to own part or all of the product or new technology (including intellectual property rights) being developed? Does Development Customer? If so specify (include a list for both Company and Development Customer)

_____

III.   Licenses (for Hardware) and Other Requirements

What license rights will Company and/or Development Customer need to the hardware portion of the product (please note that license rights to software are discussed below, please specify

license rights for the hardware only and complete a separate list for both Company and Development Customer as appropriate)

For Company (please describe the portion of the product to which this applies

_____

_____ perpetual
_____for a term of years, if so how many_____
_____ irrevocable
_____ royalty-free/royalty-bearing/fully-paid up, specify details_____

_____
_____ sublicense rights
_____ development rights/modifications, specify details_____
_____ manufacturing rights/ or rights to have manufactured, specify details

_____
_____ distribution rights
_____ standalone_____ only bundled (e.g., with software)
if bundled, what products_____ any Company product ____ only the software is being developed

For Development Customer (please describe the portion of the product to which this applies

_____

_____ perpetual
_____for a term of years, if so how many_____
_____ irrevocable
_____ royalty-free/royalty-bearing/fully-paid up, specify details_____

_____
_____ sublicense rights
_____ development rights/modifications, specify details_____
_____ manufacturing rights/ or rights to have manufactured, specify details

_____
_____ distribution rights _____ standalone_____ only bundled (e.g., with software)
if bundled, what products _____ any Development Customer product ____ only the software that is being developed

Does either party want any exclusivity rights to the hardware design or modifications being made?

Should either party be restricted from providing the technology developed for the other to in any manner (e.g., for a specified time period, for a specified use or market or to specified parties)? If so, specify

_____

Please provide additional details that relate to any of the above questions, if appropriate

Will either party need to license the other any technology (APIs, protocols, software, patents, etc.) in order to complete for development work?   If so specify

Will any technology, materials, testing work or certification be provided by any third party (e.g., a customer must do acceptance testing)? If so specify and indicate whether Company or Development Customer will be responsible for the same

Will either party need to subcontract work, if so provide details

## IV.	Licenses for Software Portion of Product (if any) and Other Related Requirements

If applicable, please answer the following questions for the software portion of the product being developed.

Does Company require the Development Customer to provide:

_____ object code (if only object code, do we need the software placed in escrow)
_____ source code

How will software be used?

_____ standalone
_____ embedded in the product being developed

Does Development Customer require Company to provide:

_____ object code (if only object code, do we need the software placed in escrow)
_____ source code

How will software be used?

_____ standalone
_____ embedded in the product being developed

If applicable, please answer the following questions for the software portion of the product being developed.

What type of license rights does Company need for the software being developed for it?

_____ perpetual

_____Term of years, if so how many_____

_____ irrevocable

_____ royalty-free/royalty-bearing/fully-paid up, specify details_____

_____

_____ sublicense rights

_____ development rights/modifications

_____ distribution rights

_____ standalone _____ only bundled

if bundled, what products _____ any Company product ____ only the hardware that developer is developing for Company_____

Does Company want any exclusivity rights to the software or modifications being made?

What type of license rights does Development Customer need for the software being developed for it?

_____ perpetual

_____Term of years, if so how many_____

_____ irrevocable

_____ royalty-free/royalty-bearing/fully-paid up, specify details_____

_____

_____ sublicense rights

_____ development rights/modifications

_____ distribution rights

_____ standalone _____ only bundled

if bundled, what products _____ any Company product ____ only the hardware that developer is developing for Company_____

Does Development Customer want any exclusivity rights to the software or modifications being made?

_____

V. Deliverables, Statement of Work, Specifications and Acceptance

If a Statement of Work and or Specifications have been prepared, please provide a copy. Does the Statement of Work have acceptance criteria? If not, how will acceptance criteria be defined?

_____

What are the key product deliverables that the Development Customer must provide Company?

_____

What are the key product related deliverables that the Company must provide to the Development Customer?

Will Company loan any Company equipment to Development Customer in connection with the product development (e.g. for interoperability testing)? If so, please specify what is required and the time period for which the same will be required

_____

Will Development Customer loan any equipment to Company in connection with the product development (e.g. for interoperability testing)? If so, please specify what is required

_____

VI. Documentation

Any particular documentation needs?

VII. Payment Issues

Payments made by Development Customer to Company (if any)

NREs (how much)___

Please describe milestones if NRE payments are associated with such milestones:

_____

Will incentive payments (for early completion) or penalties (for delays or failure to complete deliverables be required? If so, please specify

_____

Please describe whether there are any purchase guarantees/volume commitments for the product being developed

_____

    Royalties   _____ lump sum   _____ ongoing
    if ongoing, describe_____
    cap on royalty? _____

Are there any special types of consideration being provided to Company (e.g., credits for Development Customer products, discounts on Development Customer products)

_____

Payments made by Company to Development Customer (if any)

NREs (how much)_____

Please describe milestones if NRE payments are associated with such milestones:

_____

Will incentive payments (for early completion) or penalties (for delays or failure to complete deliverables be required? If so, please specify

_____

Please describe whether there are any purchase guarantees/volume commitments for the product being developed

_____

      Royalties   _____ lump sum   _____ ongoing
      if ongoing, describe__
      cap on royalty? _____

Are there any special types of consideration being provided to Development Customer (e.g., credits for Company products, discounts on Company products or development work being done in connection with an investment in developer)

_____

Any minimum royalty guarantees or prepayment? (note: Need business unit controller approval)

_____

VIII.   Support and Warranty

Description of support to be provided by Development Customer _____

Describe the support to be provided by Company _____

Consider whether the support should be included as an attachment to the development agreement, as a separate agreement or as part of a purchase or license agreement assuming that we purchase or license the product from the developer. Please indicate your preference

_____

How long should the warranty last for the product_____

IX.   Term and Termination

How long will the development last _____

What rights does Company need during each phase of the agreement if the development is not completed due to developers breach? Due to Company's rejection of the product? Please consider whether Company needs a license to use work in progress to complete development

itself or to hire another party to complete development if developer is unable or unwilling to do so

_____

What rights does Development Customer need during each phase of the agreement if the development is not completed due to developers breach? Due to Development Customer's rejection of the product? Please consider whether Development Customer needs a license to use work in progress to complete development itself or to hire another party to complete development if Company is unable or unwilling to do so

_____

Does Company need the right to terminate for convenience? _____

      If so what rights does Company need to what has been developed at the time of termination

      _____

      What compensation should be provided to Development Customer, if any, at the time of termination for convenience (e.g., only payments for work done)?_____

What rights does Company need during each phase of the agreement if the development is not completed due to Company's breach?

_____

Does Development Customer need the right to terminate for convenience?_____

      If so what rights does Development Customer need to what has been developed at the time of termination_____

      What compensation should be provided to Company, if any, at the time of termination for convenience (e.g., only payments for work done)?_____

What rights does Development Customer need during each phase of the agreement if the development is not completed due to Company's breach?

_____

X.   Any other Special Terms and Conditions?