The University of Texas at Austin - [Name of Core Research Service Center]  
Services Agreement

This Services Agreement (“Agreement”), dated ________________, is between The University of Texas at Austin, an agency and institution of higher education established under the laws of the State of Texas, hereinafter referred to as “University”, for and on behalf of its Microelectronics Research Center, and [SERVICE RECIPIENT], a [INDIVIDUAL/COMPANY] having its principal place of business at [SERVICE RECIPIENT’S ADDRESS], hereinafter referred to as the “Service Recipient.”

University and Service Recipient hereby agree as follows:

1. Rationale for Services
Microelectronics Research Center possesses certain unique measurement, composition, fabrication, or analytical capabilities and/or related technologies, equipment, and facilities (hereinafter referred to as "Services"), which Service Recipient, after a diligent search, has not found to be reasonably available from any known commercial entity.

Service Recipient has identified a need to conduct certain procedures (“Technical Procedures”) that: a) require the use of Services that do not exist elsewhere or are not reasonably accessible to Service Recipient; b) involve established, pre-existing methods of a primarily technical nature; and c) do not require original, creative research.

Service Recipient has determined, and hereby certifies to University, that: a) the Technical Procedures requested by Service Recipient will benefit the public at large through the advancement of knowledge and b) Service Recipient cannot reasonably obtain equivalent Technical Procedures from a commercial entity. Service Recipient further understands and acknowledges that making a false certification or statement to a state agency for the purpose of obtaining a benefit or gain to which it would not otherwise be entitled is a violation of law. If this certification is falsely made, the Agreement may be immediately terminated by University, without prior notification, and without recourse against University.

Microelectronics Research Center, in consultation with any appropriate University officials and in reliance on the above certification by Service Recipient, has reviewed the proposed scope of Technical Procedures requested by Service Recipient and has determined that providing Services to perform the Technical Procedures requested by Service Recipient: a) falls within the mission of University and will benefit University and the public at large through the advancement of knowledge and b) is a justified use of tax exempt state property for commercial purposes.

2. Statement of Work
Service Recipient agrees to have University provide the following Services set forth in Appendix A attached to this Agreement:

Microelectronics Research Center agrees to use reasonable efforts to perform the agreed-to Services.

3. Term
This Agreement is effective as of [START DATE] (the “Effective Date”). This Agreement shall remain in effect until [END DATE], provided that, with respect to any Services in progress as of the expiration date, the Agreement shall survive until such Services have been completed (“Term”).

4. Payment Terms
Service Recipient shall pay University the Total Service Fee found in Exhibit D, Budget. The Total Service Fee will include payment for the Services pursuant to the current approved service center rate, found in Appendix C, as well as payment for costs of materials and labor that are not included in the current approved service center rate.

Service Recipient expressly acknowledges and agrees that, at the University’s reasonable discretion, the relevant approved service center rate may change during the term of this Agreement; if such change(s) occurs, Service Recipient will promptly pay any invoice that reflects the then current approved service center rate(s) and at the University’s request, Service Recipient will enter into an amendment that memorializes the new rate(s).

Additionally and notwithstanding the foregoing, while it is projected the payment terms specified herein are sufficient to allow University to provide the Services contemplated by the parties, in the event of unforeseen circumstances, University may need to submit to Service Recipient a revised invoice requesting additional funds.

5. Payment Schedule
University will provide an invoice to Service Recipient that is substantially similar to the invoice found in Appendix E. Payments shall be made to University by Service Recipient within thirty (30) days of receipt of invoice.

[Checks shall be made payable to The University of Texas at Austin and sent to:

The University of Texas at Austin
Microelectronics Research Center
10100 Burnet Road, Bldg 160, MER 1.606H Austin, TX 78758
Dr. Sanjay Banerjee

[University may also elect to receive payments through electronic funds transfer methods, including the automated clearing house system (also known as ACH).]

6. Termination
a) If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or to the other party’s reasonably satisfaction, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

b) University may terminate this Agreement immediately in the event of the filing by or against Service Recipient of a petition for relief in bankruptcy or for receivership, or in the event that Service Recipient becomes insolvent.

c) Performance under this Agreement may be terminated, without cause, by Service Recipient upon sixty (60) days’ written notice to University. Upon termination by Service Recipient, University will be reimbursed for all costs and non-cancelable commitments incurred in the
performance of the Services and not yet paid for, such reimbursements, together with other payments not to exceed the total estimated project cost specified in Section 4.

d) University may terminate this Agreement, without cause, upon seven (7) days’ written notice to Service Recipient.

e) The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

7. Publicity
Neither party shall use the name of Service Recipient, University, nor of any member of University’s staff in connection with any products, promotion, or advertising without the prior written approval of the other party. This shall not include internal documents available to the public that identify the existence of the Agreement. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

8. Indemnification
Service Recipient will indemnify and hold harmless University and University's officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Service Recipient; for wages and fringe benefits of Service Recipient's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Service Recipient or its officers, agents, or employees in the performance of this Agreement.

9. Confidentiality
Unless otherwise required by law, University will exercise reasonable efforts to maintain in confidence any information, documentation and materials specifically developed or prepared by University in performance of Services under this Agreement, except for information described below in this section. In addition, unless otherwise required by law, including the Texas Public Information Act, University will exercise reasonable efforts to maintain in confidence any proprietary or trade-secret information disclosed or submitted to University by Service Recipient that is designated in writing as confidential information at the time of disclosure ("Confidential Information").

Nothing in this Agreement shall be interpreted as placing any obligation or expectation of confidentiality or non-use on the part of University with respect to any portion of the Confidential Information received from Service Recipient that

(a) is in the public domain as of the date of this Agreement, or comes into the public domain during the term of this Agreement through no fault of University;

(b) is known to University prior to disclosure by Service Recipient and as to which the University has no obligation not to disclose or use it;

(c) is lawfully obtained by University from a third party under no obligation of confidentiality, and who did not acquire it, directly or indirectly, from the Service Recipient under a continuing obligation of confidentiality;

(d) is independently developed by University without a violation of this Agreement and without use of or reference to the Service Recipient’s Confidential Information;
University retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Services. The obligations of University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

10. Contact Person

If to Service Recipient:

If to University: The University of Texas at Austin
                  Microelectronics Research Center
                  Dr. Sanjay Banerjee
                  The University of Texas at Austin
                  Office for Vice President for Research
                  Lavina Chatlani

11. Disclaimer
Except as expressly provided in this Agreement, University provides all goods, equipment, materials, services, personnel, facilities, and other items to Service Recipient under this Agreement “as is”, without warranties, guarantees, certifications, or representations of any kind. Notwithstanding any other provision of this Agreement:

   a) University expressly and specifically disclaims any warranties of title, merchantability, or fitness for a particular purpose, as well as all implied warranties, including any implied warranties arising from a course of dealing or performance or usage of trade;

   b) University’s maximum aggregate liability under this Agreement shall not exceed the amounts paid by Service Recipient to University during the immediately preceding contiguous twelve (12) month period during the Term of this Agreement;

   c) University shall not be responsible or liable to Service Recipient or to any person or entity claiming through Service Recipient for special, incidental, indirect, or consequential damages, including without limitation lost or anticipated profits, revenues, or savings, even if University has been advised of the possibility of such damages; and

   d) University and Service Recipient have agreed on processes and procedures that will be used to perform the work described, above. University makes no warranty as to the results that will be achieved and Service Recipient understands and agrees that even when prescribed processes and procedures are employed unexpected and unintended results may occur.
12. Assignment
Neither party shall assign this Agreement to another without the prior written consent of the other party; however, Service Recipient may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

13. Independent Contractor
In the performances of all Services provided hereunder:

a) University shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of Service Recipient.

b) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

14. Conflicts of Interest
University requires submission of Federal Interest Disclosures to assure compliance with federal regulations and UT policy. In order to satisfy University requirements, several questions regarding Service Recipient’s Conflicts of Interest must be completed, as required in Appendix B.

15. Breach of Contract Claims
To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement, Chapter 2260, will be used by University and Service Recipient to attempt to resolve any claim for breach of contract made by Service Recipient that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Service Recipient's claim and any counterclaim and negotiate with Service Recipient in an effort to resolve such claims. The parties specifically agree that: (a) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University’s or the state's sovereign immunity to suit and (b) University has not waived its right to seek redress in the courts.

16. Venue; Governing Law
Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereof and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

17. Entire Agreement; Modifications
This Agreement supersedes all prior agreements, written or oral, between Service Recipient and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment of this Agreement signed by authorized representatives of the parties. For the avoidance of doubt, if Service Recipient issues a purchase order or other similar document to University as a method of providing payment, the terms of this Agreement and the invoice shall control and the terms of the purchase order shall be null and void.
18. **Representations and Warranties by Service Recipient**
Service Recipient represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Service Recipient has been duly authorized to act for and bind Service Recipient.

19. **Loss of Funding**
Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature) and/or allocation of funds by the Board of Regents of The University of Texas System (Board). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Service Recipient and University may terminate this Agreement without further duty or obligation. Service Recipient acknowledges that appropriation, allotment, and allocation of funds are beyond University’s control.

20. **Multiple Counterparts**
This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures of the parties hereto may be transmitted by facsimile or other electronic delivery, and each such facsimile signature or other electronic delivery signature (including a PDF signature) will, for all purposes, be deemed to be the original signature of the party whose signature it reproduces and be binding upon such party.
University and Service Recipient have executed and delivered this Agreement to be effective as of the Effective Date by their duly authorized representatives.

[SERVICE RECIPIENT]                      THE UNIVERSITY OF TEXAS AT AUSTIN

By: ___________________________________  By: _____________________________
Name: _________________________________  Name:  _____________________________
Title: _________________________________  Title:  _____________________________
Date: __________________________________  Date: ____________________________
Appendix B: Conflict of Interest

If Service Recipient has any current or prior relationship with UT-Austin, it acknowledges that all appropriate Conflict of Interest documentation has been submitted to UT-Austin. Specifically, if Service Recipient’s technology was discovered/developed at UT-Austin or by UT-Austin faculty, that relationship must be disclosed to UT-Austin.

Note: If Service Recipient has previously signed Conflict of Interest documentation with UT-Austin, and no changes have occurred since its approval, provide the Service Agreement Number and date it was approved.

Service Agreement Number: ____________  Date Approved: ________

1. Do you or any of your officers/employees have a prior relationship with UT-Austin or UT-Austin entities? (e.g., Sponsored Research Agreements, Incubators, Service Agreements, Collaboration Agreements, Consulting Agreements, etc.)

   _______ Yes _______ No

If yes, please list each relationship and provide any pertinent details.

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2. Are you or your laboratory part of any other UT-Austin contract, Sponsored Research Agreement, or consulting agreement as it relates to this project?

   _______ Yes _______ No

If yes, please list each contract or agreement title and indicate for each whether there is any Conflict of Interest (COI) management statement in place.

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3. If any future relationships are established with UT-Austin or UT-Austin entities, your company is obligated to inform UT-Austin within fifteen (15) business days.

4. Are any UT-Austin faculty, students, personnel, or their immediate families involved with your company?

   _______ Yes _______ No

If yes, please explain.

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Service Recipient:

Title ___________________ Signature ___________________ Print ______ Date ______

Microelectronics Research Center:

Title ___________________ Signature ___________________ Print ______ Date ______
Appendix C: Current Approved Service Center Rates

790 RIE Plasma Therm #2, 50
790 RIE Plasma Therm #1, 50
    AET, 50
    AG Associates, 50
    Alphastep - Tencor, 10
    BatchTop RIE, 50
    Biorad, 50
Brute - 4 Field Oxide (Undoped), 50
Brute - 4 Sinter, 50
Brute - 4POCl, 50
    CHA, 50
Clean SRD, 10
Digital Instruments - 505811, 25 - Atomic force microscope
digital instruments #2, 50 - Atomic force microscopy
    Etch SRD, 10
    EVG Aligner, 50
Fab Entry Hood, 10
    HMDS Oven, 50
    Hood C11 - WPS, 10
    Hood C14 - WPS, 10
    Hood C16 - WPS, 10
    Hood E02 - WPS, 10
    Hood E05 - WPS, 10
    Hood F03 - WPS, 10
    Hood F06 - WPS, 10
    Hood F09 - WPS, 10
    Hood G08 - WPS, 10
    Hood G11 - WPS, 10
    Hood G12 - WPS, 10
    Hood G14 - WPS, 10
    Hood H03 - WPS, 10
    Hood H06 - WPS, 10
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    Hood H18 - WPS, 10
    Hood J19 - WPS, 10
    Hood J21 - WPS, 10
    Hood J23 - WPS, 10
    Hood J24 - WPS, 10
    Hood L10 - WPS, 10
    Imprio 100, 50
    HTG Mask Aligner, 50
    JOEL 6400 - Elect. Microscope, 50
    JOEL333T - Elect. Microscope, 50
    K.SUSS #1, 50
    K.SUSS #579, 50
    KJL(New), 50
    KJL(Old), 50
Lasar Microscope - 1LM21H,50
Laser Microscope OLS4100, 50
    Leybold,50
    March Asher,50
MRL- Anneal (Doped),50
MRL- Anneal (Undoped),50
    MRL- Field Oxide,50
    MRL- Gate Oxide,50
MRL- LPCVD Nitirde,50
MRL- LPCVD Polysilicon,50
    MRL- LTO,50
    MRL- POCI,50
    NANO SPEC,10
    NANO SPEC/AFT,10
    Ney oven,0
    Orange RIE,50
    Oxford RIE,50
PTL - LPCVD Nitride,50
PTL- LPCVD Polysilicon,50
    PTL- LTO,50
    Rudolph Elipsometer,10
    SAT1 - Semitool,10
    SAT2 - Semitool,10
    SRD1 - Verteq,10
    SRD2 - Verteq,10
SFIL Mask Aligner,50
Varian Sputterer,50
VEECO AP-150,10
    XRD,50
    e-beam,50
    Olympus,50
E-Beam Aligner,50
    Probe Station, 50
JJ Woollam elipsometer, 20
    Trion RIE, 50
8 inch spinner/hotplate,10
    Lab Use, 1000
    Lakeshore, 35
    TEM, 50
    Mini Brute furnace, 10
        workshop, 0
    Dektak 150, 20
        Ney oven,0
    Carl Zeiss SEM,50
KJL South,50 _ Sputter
Westbond Wire bonder, 50
    ALD Lee, 40
    ALD Lee, 40
    ALD Banerjee, 50
    ADT Dicing saw, 12
        CMP, 20

Page 12 of 16
Template Blank, 600
Denton Evaporator, 50
    AW610, 50
Karl Suss MJB4, 50
Brute - 4Field Oxide (Undoped), 50
    Brute - 4Sinter, 50
PTL- LTO, 50
CHA #1, 50 _ E-beam evaporators for metal
CHA #2, 50 _ E-beam evaporator for oxides and metals
    AW 610, 50
    AW 610 Silicon, 50
Karl Suss MA6, 50 _ Photolitography aligner
    Focused Ion Beam, 50
    SEM SUPRA 40VP, 100
    Oxford ICP_Etcher, 50
    Emitech Coater, 30
    Plasma Therm Si deep RIE, 50
    FEI / FIB, 65
    Univex sputterer, 50
    8 inch SRD, 10
Tepla Microwave Asher, 50
    Fiji ALD, 50
TM-Hi Vac Oven, 10
Lab Use - PrivaTran, 1500
    EP- 1 Nickel, 30
    EP-2 Nickel, 30
    LAM Etcher, 50
    STS ICP Etcher, 50
    Parylene Oven, 30
    UV Ozone System, 10
Raith, 50

Appendix D: Budget
This agreement has a total budget of $5,000 with a period of Date-Date.
Attached as a separate attachment
To:  

Date of Service: 2019-mm-dd to 2019-mm-dd  

Purchase Order Reference:  

Total Applied Cost: $ 0,000.00  
Surcharge: $ 000.00  
Terms: Net 30  

Please Remit Payment To:  
The University of Texas at Austin  
Microelectronics Research Center  
10100 Burnet Road, Bldg. 160  
MER 1.108 / R8600  
Austin, TX 78758  
(512) 471-8830 office | (512) 471-9674 fax  

Balance Due: $ 0,000.00  

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