

1. Entire Agreement

1.1 These Terms of Services, an agreed proposal and a quotation provided by Iniveo Limited ("Iniveo"), represent and constitute the entire agreement between Iniveo and the Client for purchase orders placed by the Client and accepted by Iniveo ("Purchase Order") unless superseded by a further agreement signed by both parties. Any additional or different terms and any pre-printed terms in any Client Purchase Order or other written communication will have no legal effect unless acknowledged in writing by Iniveo. Terms in the Quotation may supersede specific terms in these Terms of Services. The relevant Quotation number and date should be referenced in any Purchase Order. In issuing a Purchase Order to Iniveo, the Client agrees to be bound by these Terms of Services.

1.2 Iniveo will provide the services as outlined in the proposal subject to the Client first having provided Iniveo with all input as necessary for the provision of the Services including but not limited to, drawings, documentation, data, firmware, software, information and know-how (the "Client Information").

2. Professional Services

2.1 Iniveo will provide such resources and utilise such employees and/or consultants, as it deems necessary to perform the Services. The manner and means used by Iniveo to perform the Services desired by the Client are in the sole discretion and control of Iniveo.

2.2 Iniveo shall use reasonable efforts to meet the schedules and time of performance of the Services set forth in the Quotation or as otherwise agreed and the Client agrees to co-operate in good faith to allow Iniveo to achieve completion of the Services in a timely and professional manner. The Client understands and agrees that Iniveo's provision of the Services may depend on completion of certain Client tasks or adherence to Client schedules within the Client's control. Consequently, the Quotation may require adjustments or changes. If such Client tasks or schedules change, are modified, or are not completed as anticipated, Iniveo shall bear no liability or otherwise be responsible for delays in the provision of Services or any portion thereof caused by the Client's failure to complete a Client task or adhere to a Client schedule.

2.3 In performing the Services, Iniveo shall design, develop and/or make for the Client any tangible output resulting from the performance of the Services including any data, designs, specifications or like material and any training, sample or prototype product ("Deliverables") as set out in the Quotation. Except as agreed otherwise, deliverables sold to the Client are delivered Ex Works at Iniveo's premises with Client accepting responsibility for freight, insurance and customs fees. Risk of loss shall pass to Client upon delivery. Title shall pass to Client upon Iniveo receiving payment. Iniveo shall use commercially reasonable efforts in order to ensure that the Deliverables meet the specifications provided by the Client ("Specifications"), if any, set forth in the Quotation.

2.4 The accuracy and completeness of the Specifications and Client information and any other information provided by the Client are the responsibility of the Client.

3. Charges and Payment

3.1 The charges and currency of payment are as indicated in the Quotation ("Charges"). The Client will be solely responsible for and will pay all taxes, including value-added taxes, duties or other governmental or regulatory charges, except for any income-related taxes for which Iniveo is

directly liable unless evidence of exempted status is provided.

3.2 In the event of early termination of the Services, Iniveo shall be entitled to invoice for Services performed up to the point of termination.

3.3 In the case of expenses, Iniveo shall invoice on the last business day of the month of expenditure.

3.3 Unless otherwise stated, all Charges are in £ UK Pound Sterling.

3.4 Payment is due, without any set-off or deduction, 14 days from date of invoice.

3.4 If the Client fails to make any payment by the due date Iniveo may, in addition to its other rights and remedies, charge interest on any overdue amounts at a rate of two (2) percent per month, or the maximum interest rate permitted by law (whichever is the lower) together with any additional costs and charges incurred by Iniveo in collecting the overdue payment. Furthermore, Iniveo may elect not to perform any further obligations until payment is received.

4. Cancellation

4.1 If the Client wishes to cancel any Purchase Orders for prototype(s), the Client will pay Iniveo: a) the full product price for any finished products or work in process, and b) for any costs associated with materials on hand or on order, and c) for any investment incurred by Iniveo which is specifically in relation to the prototype of the Client's product.

4.2 The Client must give four weeks cancellation notice of a service Purchase Order. The Client will pay Iniveo for all costs incurred until the end of the cancellation notice period.

5. Acceptance

5.1 Upon acceptance of the Deliverables, Iniveo will have no further responsibility for the correctness or completeness of the Deliverables.

6. Intellectual Property Rights

6.1 Except as otherwise set forth herein, neither these Terms of Services, nor the provision of Services hereunder, shall give either Iniveo or the Client any ownership, interest in or rights to the Intellectual Property of the other party. All Intellectual Property that is owned or controlled by a party at the commencement of the Services, or obtained independently during the performance of the Services, ("Pre-existing IP") shall remain under the ownership or control of such party throughout the performance of the Services and thereafter.

6.2 As used herein, the term "Innovations" shall mean any improvements, inventions, developments or modifications conceived or developed by Iniveo solely or jointly with the Client during the performance of the Services. Subject to Iniveo's rights as set forth in this Clause, the Client shall be assigned ownership and Intellectual Property rights to any and all Innovations that are derived directly from the Client Information, and/or the Client Intellectual Property therein (the "Client Innovations"). Iniveo shall retain all ownership and Intellectual Property rights to all other Innovations (the "Iniveo Innovations"), whether or not jointly conceived, including, but not limited to, those Innovations that:

(a) derive in whole or in part from Iniveo's Pre-existing IP, proprietary information, materials and/or Intellectual Property; and/or

(b) relate to the business of electronic design automation, the provision of printed circuit board or semiconductor design, manufacturing or design know-how, design processes, or design consulting services.

6.3 To perfect a party's ("IP Owner") ownership of its Pre-existing IP or Innovations in accordance with Clauses 6.1 and 6.2 above, the other party agrees, at the IP Owner's expense, to assign to the IP Owner all rights the other party may have in the Pre-existing IP or Innovations, and if requested, to assist and co-operate with the IP Owner in all reasonable respects, execute all documents, and take all further acts reasonably necessary for the IP Owner to acquire, transfer, maintain and enforce its right in such Pre-existing IP or Innovations. Each party hereby waives, and shall secure the waiver of its employees, agents, and subcontractors relating to, any moral rights in such Pre-existing IP or Innovations in favour of the IP Owner, its successors and assigns to the fullest extent permitted by law.

6.4 Each party agrees not to directly or indirectly reverse engineer any tangibles resulting from the Pre-existing IP or Innovations of the other party. Each party agrees not to alter, remove or destroy any proprietary markings or confidentiality legends or notices placed upon or contained within the Pre-existing IP or Innovations of the other party. Nothing herein gives either party the right to use the other party's name, trade mark (s) or refer to or disclose the content hereof, whether directly or indirectly in connection with any marketing or other activities, without the other party's prior written consent.

7. License Grant

7.1 Subject to Iniveo's compliance with any separately agreed confidentiality provisions and the license terms hereof, the Client hereby grants Iniveo and its affiliates a royalty free, non-exclusive, non-transferable, world-wide license to use the Client Information, and any Client Innovations including any Intellectual Property therein, in order for Iniveo to perform the Services. The Client agrees to obtain for Iniveo the right to use, for the purpose of performing the Services, such third party information, materials and technology, and the Intellectual Property therein, as Iniveo reasonably requires in order to perform the Services. The Client represents that, to the extent the Client provides to Iniveo any Client or third party Intellectual Property hereunder, it has obtained all necessary permissions, licenses, consents and has the authority to provide such Intellectual Property to Iniveo.

7.2 In providing the Services, Iniveo will exercise and utilise certain of its Intellectual Property. Subject to payment in full of the amounts owed to it hereunder and Client's compliance with any separately agreed confidentiality provisions and the license terms hereof, Iniveo grants to the Client a world-wide, non-exclusive, non-transferable, fully paid up license under Iniveo Innovations and Iniveo Intellectual Property incorporated in the Deliverables to make, use and sell products derived therefrom for the purposes set forth in the Proposal.

8. Warranty

8.1 Unless specifically stated, Iniveo offers its service free from warranty. It is the responsibility of the Client to agree with Iniveo that all reasonable measures have been taken to ensure that the deliverables are fit for the purposes of the Client, prior to Client signoff.

9. Employment of Staff

9.1 The Client shall not solicit or attempt to solicit the

employment of any employees of Iniveo engaged in the performance of the Service. Such restriction shall apply for a period of one year after the completion of such Service.

9.2 Liquidated damages for breach of the above sub-clause shall be a sum equal to one year's salary of the employee concerned which shall be payable by the Client to Iniveo on termination of the employee's employment with Iniveo. The above liquidated damages are a reasonable pre-estimate of a party's damages from a breach of Clause 9.1 and are not a penalty.

10. Severability

If any provision contained in these Terms of Services is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of these Terms of Services and these Terms of Services will be construed as if such invalid or unenforceable provision were not present.

11. Relationship of the Parties

The relationship between Iniveo and Client as established under this agreement will be and at all times remain one of independent contractors, and neither party will in any way represent itself as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party.

12. Client Credit Limit

The Client acknowledges that Iniveo, in the performance of its obligations under these Terms of Services, will incur financial obligations on behalf of the Client. The parties agree that Iniveo will, before it incurs financial obligations on behalf of the Client, and from time to time, establish, and advise the Client in writing, the Client's credit limit with Iniveo. The credit limit will be established after consultation between Client and Iniveo. Client agrees to operate within its credit limit. In the event that Client's financial liability exceeds the amount of this credit limit, Iniveo will give Client notice of its default of this condition and, if not remedied within seven (7) days, Iniveo has the right to take appropriate action to reduce its financial obligations.

13. General

13.1 Neither party will be liable for any delay in performing or for failing to perform obligations (other than payment obligations) due to causes beyond their reasonable control.

13.2 Any rights or obligations, which by their nature continue after performance of the Services, will remain in effect until they are completed.

13.3 No provision of these Terms of Services will be deemed waived and no breach or default excused unless the waiver or excuse is in writing and signed by the party issuing it. A waiver of any provision or breach shall not constitute a waiver of any other provision or subsequent breach.

13.4 Neither party may assign any obligations or benefits under these Terms of Services in whole or in part without the prior written consent of the other party, except that Iniveo may assign these Terms of Services in whole or in part to any company which is (whether directly or indirectly) controlling, controlled by or under common control with Iniveo or to any person who acquires the whole or any part of Iniveo's business.

13.5 The laws of England govern these Terms of Services and all transactions hereunder exclusive of any provisions of

the United Nations Convention on the International Sale of Goods and without regards to principles of conflicts of law. The parties submit to the non-exclusive jurisdiction of the courts of England.