FRAME SALES AND SUPPORT AGREEMENT

This Frame Sales and Support Agreement ("Agreement") is entered into by and between

[Customer name & legal form]

with offices at [Customer's address] ("Customer")

and

Infineon Technologies AG

with offices at Am Campeon 1-12, 85579 Neubiberg, Germany ("Infineon").

Hereinafter referred to as "Party" or collectively the "Parties"

PREAMBLE

WHEREAS, Infineon has a comprehensive know how in the field of radio frequency ("RF") solutions and has developed an RF family of integrated backhaul transceivers (i.e., BGT60, BGT70 and BGT80) with high performance characteristics and low power consumption;

WHEREAS, Infineon desires to contribute to a successful partnership with Customer by supporting Customer to develop mm-wave backhaul connection systems for telecommunication application;

WHEREAS, Infineon wants to make available to Customer "Design Kit(s)", and related thereto "Confidential Information" and "Services" (as such terms are defined below) for the purpose of enhancing and facilitating any existing or future business between Customer and Infineon, especially with Infineon's BGT60, BGT70 and BGT80 products (hereinafter referred to as "Purpose");

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the Parties agree as follows

1. DEFINITIONS

1.1 "**Affiliate**" means any corporation, company, or other entity, which: (i) is Controlled by a Party hereto; or (ii) Controls a Party hereto; or (iii) is under common Control with a Party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity. Notwithstanding the foregoing, Qimonda AG and its subsidiaries shall not be regarded as an Affiliate of Infineon Technologies AG.

1.2 “**Application Kit**” means a set of software, data and documentation items that (a) is intended for development of Customer’s own evaluation boards by Customer to test the Infineon Products against Customer’s pertinent specifications, and (b) is available in different versions as further specified in respective Statement of Works.

1.3 "**Confidential Information**" means any information and data, whether owned by a Party, its Affiliates or a third party obtained through a confidential arrangement, including but not limited to any kind of business, commercial or technical information and data disclosed between the Parties, such disclosure made by either a Party or a Party's Affiliate ("Discloser") to the other Party or such other Party’s Affiliate ("Recipient"), in connection with the Purpose of this Agreement, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof.

1.4 "**Designated Contact**" means one or more employees of Customer and/or its Affiliates, as specified in the respective Statement of Work hereto, who are authorized to contact the Infineon Experts.

1.5 “**Design Kit**” means individually and collectively the Application Kit and/or the Evaluation Kit.

1.6 “**Evaluation Kit**” means a set of hardware, software, data and documentation items that (a) is intended for testing the Infineon Products in a defined environment against Infineon’s pertinent specifications (i.e., datasheets), and (b) is available in different versions as further specified in respective Statement of Works..

1.7 “**Hardware**” means any hardware item that is part of a Design Kit (e.g., Infineon’s evaluation board or a data carrier, if any).

1.8 "**Infineon Experts**" means the engineers and contact persons at Infineon, its Affiliates or its subcontractors who will perform the Services and are listed in the respective Statement of Work.

1.9 **“Intellectual Property Rights”** means any intellectual property rights now held or hereafter created or acquired by Infineon, Customer or any third party arising under any jurisdiction worldwide for (i) all classes or types of patents, including, without limitation, utility models, utility patents, and design patents, applications of any of the foregoing and disclosures; (ii) all copyrights and related rights in both published and unpublished works and all registrations and applications therefore; (iii) all mask work rights and all registrations therefore; and (iv) all inventions and trade secrets.

1.10 “**Products**” means Infineon’s integrated BGT60, BGT70 and BGT80 mmWave transceivers.

1.11 **“Purpose”** has the meaning assigned to it in the Preamble.

1.12 "**Project Site**" means the location as specified in the relevant Statement of Work where the Services are to be performed.

1.13 "**Statement of Work"** means an individual agreement entered into between the Parties under the frame of this Agreement specifying a detailed description of the specific Design Kit, that is purchased by Customer from Infineon, the "**Price**" (as such term is defined in Section 6) of such Design Kit, related Services and other pertinent information– based on the templates attached hereto as Exhibits A1 to A4.

1.14 "**Services**" means the training services as (i) related to Customer's purchase of a Design Kit under a Statement of Work for the purpose of supporting Customer as to the technical features and capabilities of the relevant Design Kit, (ii) provided by Infineon free of charge, and (iii) conclusively described in the respective Statement of Work.

2. SCOPE OF THE AGREEMENT

2.1 Upon signature of this Agreement, Customer may purchase different Design Kits by entering into Statements of Work with Infineon under the frame of this Agreement. This Agreement regulates the general provisions to be applicable to all Statements of Work concluded between the Parties. Any Statement of Work shall be mutually agreed between the Parties in writing and signed by authorized representatives of both Parties. It is especially agreed that neither Infineon nor Customer is required to enter into any or any particular Statement of Work.

2.2 Unless explicitly agreed upon in the respective Statement of Work with respect to Services as defined therein, or unless otherwise mutually agreed upon in writing, Infineon will not be obligated to provide any services in respect of the Products.

2.3 Infineon shall have no obligation to support Customer with any services not listed in the Statement of Work. Infineon's obligation is expressly limited to the provision of Services to Customer only and Infineon shall be under no obligation to provide any services to any third party.

2.4 The Parties agree that this Agreement is and shall only be construed as a contract for the sales and purchase of relevant Design Kits as well as the provision of Services and the granting of required licenses in this regard. The provision of development work is not contemplated by this Agreement but requires a separate written agreement between the Parties.

3. Delivery of and Customer's Rights to a Design Kit

3.1 Upon execution of a Statement of Work Infineon shall deliver to Customer

a) the relevant Hardware, according to the delivery terms (Incoterms 2010) "DAP at Customer's place of business";

b) any other item of the relevant Design Kit, at Infineon's option, (i) by dispatching via email, or (ii) by referring Customer to the download option via Internet, unless – upon mutual agreement by the Parties on a case by case basis – such other items shall be delivered stored on a data carrier.

The delivery of the relevant Design Kit shall be made within a reasonable time from the effective date of the respective Statement of Work and prior to the scheduled performance of Services as mutually agreed.

3.2 In case Infineon makes any update or upgrade of a Design Kit available to Customer free of charge during the term of this Agreement, which Infineon may do in its sole discretion, the terms and conditions of this Agreement shall also apply for any such update or upgrade.

3.3 In consideration of Customer's payment of the Price of the relevant Design Kit , Infineon grants to Customer a non-exclusive, non-transferable, non-sublicensable and worldwide license to use the relevant Design Kit(s) to develop, manufacture or have manufactured, and sell or otherwise dispose of mm-wave backhaul connection systems for telecommunication applications ("Licensed Products"). Customer shall be entitled to make the number of copies of the Design Kit(s) as required for the Purpose of this Agreement.

3.4 Customer hereby grants to Infineon and its Affiliates a world-wide, non-exclusive, non-transferable, perpetual, irrevocable, fully paid-up license under all Intellectual Property Rights contained in any modifications of the software of a Design Kit (made by or for Customer in accordance with this Agreement) to develop/have developed, use/have used, modify/have modified, distribute/have distributed and license the software as well as any upgrades or modifications thereof. The Parties agree that such modifications shall be regarded as Customer's proprietary specifications and that the principal purpose of the forgoing license is to prevent Infineon from being blocked in its further development and exploitation of the software.

3.5 Customer shall not — and shall prevent others from doing so — copy, translate, modify, create derivative works, disassemble, reverse engineer, decompile, benchmark or otherwise use any Design Kit or any of its contents except as specifically authorized hereunder or by compulsory law. Whenever compulsory law permits the above actions, Customer shall either (i) request support of Infineon, or, if such support is not available, (ii) inform Infineon of these actions.

3.6 Customer may use the Design Kit(s) only for the Purpose and not for any other commercial benefit or use. Except as otherwise provided in this Section 3, Customer shall not use, copy or otherwise reproduce the Design Kit(s). Customer may neither sublicense nor share the Design Kit(s) to or with any third party other than Customer's Affiliates.

3.7 Customer shall not rely on the availability of any upgrade or update of the Design Kit(s).

3.8 Should a Design Kit or an update or upgrade thereto be defective upon its delivery to Customer, Infineon shall, subject to its capacities and for a period of three (3) months from delivery, use reasonable efforts to take error correction measures in order to provide, in its sole discretion, Customer with an acceptable by-pass solution, other error elimination solution, update or upgrade eliminating such defect.

4. PROVISION OF SERVICES

4.1 During the term of this Agreement Infineon will provide, through the Infineon Experts, the Services to Customer as conclusively set forth in the applicable Statement of Work and pursuant to the terms and conditions of this Agreement.

4.2 The Services will be exclusively provided at the Project Site as specified in the respective Statement of Work. Unless explicitly set forth otherwise in the respective Statement of Work, the Services will be provided Monday through Friday from 9 a.m. until 5 p.m. excluding public holidays as applicable at the Project Site. The Infineon Experts may be changed by Infineon at any time by written notice to Customer.

4.3 Infineon may have performed its obligations under this Agreement or parts thereof or any Statement of Work by its Affiliates and/or its subcontractors. If Infineon employs external third parties to render Services, such third party will be bound to confidentiality obligations similar to those in this Agreement.

5. OBLIGATIONS OF CUSTOMER

5.1 Customer shall appoint Designated Contact(s) with appropriate skill and experience who are sufficiently trained and qualified with respect to the subject matter of this Agreement and any respective Statement of Work hereunder to act as Customer's liaison for all technical communications with Infineon. The contact information of the Designated Contact(s) shall be specified in the respective Statement of Work. Customer shall ensure that Infineon is provided with the necessary contact information regarding its Designated Contact(s) at any time during the term of this Agreement. Customer may change the Designated Contact(s) by providing prior written notice to Infineon. All communications by Customer to Infineon concerning the Services shall only be made by the Designated Contact(s).

5.2 On Infineon’s request, Customer shall promptly provide Infineon with information, materials etc. in a form specified by Infineon and grant to Infineon access to any system facilities as determined reasonably necessary by Infineon to efficiently perform the Services requested by Customer set forth in the respective Statement of Work. Provision of the Services may require consent by Customer to details of the Services to be defined by Infineon and communicated to Customer.

5.3 In the event that Customer requests Infineon to utilize software, hardware or other information, materials etc. from third parties in the performance of the Services, Customer is responsible for obtaining and maintaining, and Customer hereby represents that it has obtained, all necessary rights and licenses, at Customer's expense, to authorize Infineon to utilize them for the performance of its obligations under this Agreement.

6. PRICES, INVOICING, PAYMENT, RISK AND TITLE

6.1 The purchase prices of the Design Kits ("Prices") shall be specified in the relevant Statement of Work.

6.2 Prices shall be exclusive of any Goods and Service Tax ("GST"), Value Added Tax ("VAT") or other similar taxes (including applicable federal, state or local sales taxes) which shall be charged in accordance with applicable legal requirements by Seller to Buyer in addition to the Prices.

6.3 For every delivery of a Design Kit under a Statement of Work, Infineon shall issue an invoice that meets the requirements of applicable tax laws.

6.4 Customer shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall be effected upon receipt of the funds in Infineon's bank account. Payment shall be made only in the currency stated on the invoice. In case of dispute related to an invoice, Buyer shall in any case pay the undisputed part of the invoice according to the payment terms stated above.

6.5 In the event of a delayed payment, in addition to the full amount of the payment, Infineon shall be entitled to interest in the amount of twelve percent (12%) per year of the payment in question.

6.6 Risk of loss of or damages to Hardware shall pass onto Customer according to the respective clause of the Incoterms 2010 as defined in Section 3.1 a).

6.7 Infineon retains title to the Design Kits until Customer effects payment as defined in Section 6.4 for the Design Kits.

6.8 If Customer is in default of payment, Infineon shall be entitled to enforce its rights including but not limited to those arising out of Section 6.7. Thus, among other remedies, Infineon shall be entitled to request the return of the Design Kits to Infineon, without the requirement of a cancellation of the respective Statement of Work and/or may suspend the provision of Services.

6.9 If explicitly agreed in the respective Statement of Work, Infineon will be entitled to additionally charge Customer for any reasonable travel and accommodation expenses (including for example, without limitation, transportation costs, per-diem allowances, travel time, accommodation, parking and project related phone expenses, in accordance with Infineon's

travel guidelines) resulting from the onsite support by the Infineon Expert(s) at Customer's lab. If spent and proven by Infineon, Infineon will invoice such travel expenses in accordance with the requirements of applicable tax laws and shall be reimbursed by Customer in accordance with the payment terms as defined in Section 6.4.

7. OWNERSHIP OF RESULTS, RIGHTS TO USE

7.1 Any and all results generated during the term of this Agreement when performing Services, including any Intellectual Property Rights related thereto shall be exclusively owned by Infineon upon their creation and Infineon shall retain any and all rights therein.

7.2 Customer may use the results of the Services received from Infineon hereunder solely for Customer's own use of the Products in accordance with the Purpose of this Agreement.

8. USE OF CONFIDENTIAL INFORMATION

8.1 Any Confidential Information disclosed in tangible form, shall be marked as "Confidential" or with a similar legend by the Discloser prior to disclosure. Any Confidential Information disclosed orally or visually, shall be identified as such prior to disclosure and summarized in writing by the Discloser to Recipient within thirty (30) days of the disclosure. In case of disagreement regarding said summary, the Recipient shall make any objections in writing within thirty (30) days of receipt of the written summary.

8.2 All Confidential Information delivered pursuant to this Agreement shall for the term of this Agreement and a period of 5 years thereafter

a) be used by the Recipient only for the sole Purpose of this Agreement, unless otherwise expressly agreed to in writing by Discloser; and

b) not be distributed, disclosed, or disseminated in any way or form by Recipient to anyone except its own or its Affiliates' employees, who have a reasonable need to know such Confidential Information and who are bound to confidentiality by their employment agreements or otherwise not less stringent than under the obligations of this Agreement; and

c) be treated by Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance but with no less than reasonable care; and

d) shall remain the property of Discloser.

8.3 The obligations as per Section 8.2 shall not apply to any information which the Recipient can prove,

a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;

b) is received by the Recipient from a third party free to lawfully disclose such information to Recipient;

c) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation;

d) is independently developed by the Recipient without the benefit of any of the Confidential Information as evidenced by written documentation;

e) is approved for release by written agreement of the Discloser;

f) is required to be disclosed to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely given to the Discloser.

8.4 Nothing in this Agreement shall obligate either Party to disclose any particular Confidential Information.

8.5 Discloser Party gives no warranties of any kind and assumes no liability of any kind with respect to Confidential Information or any use thereof, nor shall Discloser be obliged to indemnify Recipient against or be liable for any third party claims with respect to such Confidential Information or any use thereof.

8.6 Except as explicitly set forth under Section 3.3, no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information and materials shall not result in any obligation to grant Recipient any additional rights therein.

9. LIMITED WARRANTY

9.1 ANY DESIGN KIT AND/OR SERVICES ARE PROVIDED "AS IS" AND INFINEON SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING ANY DESIGN KITS AND/OR SERVICES AS PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

9.2 Customer understands and accepts that the Design Kits are not intended to be used for life endangering applications such as medical, nuclear, military, life critical applications or in any other application where failure can reasonably be respected to result in personal injury.

9.3 Infineon will provide the Services in a professional and workmanlike manner as customary in the ordinary course of business.

9.4 Infineon shall use commercially reasonable efforts to provide the Services in accordance with the schedule agreed between the Parties in the respective Statement of Work, if any. However, Infineon shall not be responsible for any delay in performance. Infineon shall inform Customer about the cessation of the performance and indicate how long the delay will, according to its best estimation, take without further liability of Infineon. The Parties will then mutually agree on a new time schedule for performance based on Infineon's estimation.

9.5 THE WARRANTIES IN THIS SECTION 9 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, WORK STOPPAGE, COMPUTER FAILURE, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT LIABILITY IS MANDATORY UNDER THE APPLICABLE LAW DESPITE THIS CLAUSE, IN NO EVENT SHALL INFINEON'S LIABILITY EXCEED THE AMOUNT OF PRICES PAID HEREUNDER.

10.2 THE ABOVE LIMITATIONS SHALL NOT APPLY IN THE EVENT INFINEON IS FOUND LIABLE DUE TO INTENTIONAL MISCONDUCT.

11. TERM AND TERMINATION

11.1 This Agreement shall become effective upon the date of last signature of the authorized representatives of the Parties and shall continue in force for twelve (12) months and shall thereafter be automatically extended by successive periods of one year at a time, unless terminated by a Party in accordance with Sections 11.2 through 11.4. The right to terminate for cause according to Section 11.4 shall remain unaffected.

11.2 Either Party shall have the right to terminate this Agreement by providing three (3) month prior written notice. In the event of termination of this

Agreement by a Party according to this Section 11.2, the Statements of Work in force upon termination shall continue in force until their termination or expiration according to Section 11.3.

11.3 Each Statement of Work shall be effective for the term specified therein. The right to terminate Statements of Work for cause according to Section 11.4 shall remain unaffected.

11.4 Either Party may terminate this Agreement and any Statement of Work, if the other Party materially breaches any provision of this Agreement and such breach is not remedied within thirty (30) days after such Party receives written notice of the material breach.

12. MISCELLANEOUS

12.1 Force Majeure

Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure such as, but not limited to, riots, civil commotions, wars, strikes, freight embargo, lock-outs, hostilities between nations, governmental laws, orders or regulations, actions by the government or any agency thereof, storms, fires, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party and of its sub-contractors. In such events, the affected Party shall immediately inform the other Party of such circumstances together with documents of proof and the performance of obligations hereunder shall be suspended during, but not longer than, the period of existence of such cause and the period reasonably required to perform the obligations in such cases. The affected Party shall take commercially reasonable steps to mitigate damages arising out of the force majeure event.

12.2 Language and Notices

Any correspondence as well as any technical and commercial documents and other information relating to this Agreement or its consummation shall be made in the English language. Any notices permitted or required hereunder shall be made by registered mail or by telefax and confirmed by registered mail to the following addresses or such other addresses as submitted by a Party to the other from time to time in writing:

If to "Customer":	If to Infineon:
[Customer’s name & legal form]	Infineon Technologies AG
Att: [relevant Customer contact]	Att: [primary Infineon contact]

[Customer's address]	81726 Munich Germany

With a copy to:	With a copy to:
[Customer's name & legal form]	Infineon Technologies AG
Att: [relevant Customer contact]	Att: Legal Department
[Customer's address]	81726 Munich Germany

12.3 Export Control

This Agreement or any Statement of Work hereunder, are subject to the proviso that the required export licenses and other statutory authorizations are granted by the competent export control authorities and that no impediment arises from the applicable export laws and regulations. Customer shall comply with all laws and regulations related to export control and sanction programs applicable to Customer, including but not limited to those of U.S., Germany, the EU and Singapore. In particular, Customer shall not export, re-export or transfer any of Infineon's Design Kits or Confidential Information or technologies or products developed with or utilizing Infineon's Services, in violation of any applicable laws or regulations of the countries named above or any other country or regulatory regime having jurisdiction over an export or re-export of such Design Kits or Confidential Information or technologies or products developed with or utilizing Infineon's Services..

12.4 No Implied Licenses

Except if and to the extent specifically provided for in Section 3.3 of this Agreement, no rights or licenses of any kind (whether express or implied) are granted hereunder. No right, expressed or implied, is granted by this Agreement to a Party to use in any manner the name or any other trade name or trademark of the other Party in connection with the performance of this Agreement.

12.5 Non-Waiver

No express or implied waiver by any of the Parties to this Agreement of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

12.6 Entire Agreement

This Agreement together with the individual Statements of Work concluded under this Agreement, and all documents referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter therein described, and supersedes any prior or simultaneous communications, representations or agreements with respect hereto, whether oral or written.

12.7 Written Form

Additions and amendments to this Agreement shall only be valid if made in writing and duly signed by the Parties. The requirement of the written form itself can only be waived in writing.

12.8 No Assignment

Except as expressly set forth herein, neither Party may assign this Agreement, delegate its obligations or assign its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing and without consent of Customer Infineon may assign this Agreement (a) to an Affiliate or (b) to a third party to whom all or substantially all assets of the business unit performing this Agreement are transferred.

12.9 No Agency

The Parties are independent contractors and nothing in this Agreement is intended or shall be construed as one Party being an agent, partner, or joint venturer of the other Party.

12.10 Arbitration Agreement

All disputes arising out of or in connection with this Agreement and this arbitration agreement or individual Statements of Work signed hereunder, including any question regarding its existence, validity or termination, shall be settled finally by arbitration under the Rules of Arbitration of the International Chamber of Commerce, Paris (“ICC”) (“Rules“) by three arbitrators without recourse to the courts of any jurisdiction. Each Party shall nominate one arbitrator and the two party nominated arbitrators shall nominate the chairman within thirty (30) days. In case the two party nominated arbitrators are unable to nominate a chairman, he/she shall be nominated by the ICC in accordance with the Rules. Arbitration shall take place in Munich, Germany. The language to be used in the arbitration proceeding shall be English. The arbitration award shall be rendered in writing stating the reasons and shall be final and binding upon the Parties.

12.11 Governing Law.

This Agreement and the arbitration agreement in Section 12.10 shall be subject to and construed in accordance with the substantive law in force in

Germany without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. If the English legal meaning of certain terms differs from the German legal meaning of such terms, the German meaning shall prevail.

12.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid provision or parts thereof by a new provision which will meet as closely as possible the economic effect intended by the Parties at the time of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

Infineon Technologies AG	**Customer**
By:_____	By:_____
Printed Name:_____	Printed Name: _____
Title:_____	Title:_____
Date: _____	Date: _____
By:_____	By:_____
Printed Name:_____	Printed Name: _____
Title:_____	Title:_____
Date: _____	Date: _____