

Recipient's Agreement of Nondisclosure (Default): This form covers the situation where Cypress will provide information, which we consider to be confidential or proprietary, to another party, and we want to protect that information from unauthorized disclosure or use.

(a) **PARTIES:** Provide complete identification of the other party entering into the NDA with Cypress.

(b) **DATE:** Fill in the effective date of the NDA. This should be the date that discussions will begin.

(c) **PURPOSE:** Fill in the blank to identify the purpose and subject matter of the discussions.

(d) **CONFIDENTIAL INFORMATION; and INFORMATION NOT COVERED:** These sections explain how certain types of information will be treated under the NDA. Confidential Information includes all information disclosed to Recipient by Cypress, as well as any improvements thereon, any works derived therefrom and anything Recipient learns while on our premises. Certain information will be excluded from the scope of the NDA. Generally, information which is already part of the public domain, or is independently developed or is revealed to one of the parties from some third source, will not be protected under the NDA.

(e) **RESPONSIBILITIES OF THE PARTIES:** Each party who reveals Confidential Information to the other will still own that disclosed information. The disclosing party must properly identify the information is to be covered under the NDA. The recipient agrees to try to protect the information from disclosure, just as it would protect its own proprietary information and not use it except in cooperation with the disclosing party for the purpose stated in the NDA.

(f) **DISCLOSURE PERIOD:** Fill in the blanks to state how long the discussions are planned.

(g) **SIGNATURE:** Only a Vice President or higher may sign a NDA on behalf of Cypress, and that individual accepts ultimate responsibility for ensuring that the terms of the NDA are enforced.

RECIPIENT'S AGREEMENT OF NONDISCLOSURE

THIS AGREEMENT ("Agreement") dated _____, 20____ ("Effective Date") is made by and between _____ principally located at _____ ("Recipient") and Cypress Semiconductor Corporation, on behalf of itself and its wholly-owned subsidiaries, of 198 Champion Court, San Jose, CA 95134 ("Cypress").

1. PURPOSE: The parties wish to discuss matters of mutual interest, for the purpose of _____ ("Purpose"); and Cypress will disclose certain information considered proprietary or confidential.

2. CONFIDENTIAL INFORMATION: Cypress intends to disclose to Recipient certain information ("Confidential Information") which is not in the public domain and is considered to be confidential and proprietary by Cypress or a third party. The parties hereto further intend to restrict and control the use and disclosure of the information disclosed under this Agreement. Confidential Information includes (i) all information, whether oral or written, communicated to Recipient by Cypress; (ii) any information Recipient learns or discovers as a result of exposure to, or tour of a Cypress facility, or access to Cypress's information systems, or analysis of the information disclosed by Cypress; (iii) any improvements on the information disclosed by Cypress; (iv) any works derived from the information disclosed by Cypress; and (v) any information that by its nature should reasonably be considered confidential.

3. NONDISCLOSURE: Recipient must not disclose the Confidential Information to any third party and may only use Confidential Information as authorized by this Agreement. Recipient agrees to use at least a reasonable standard of care in safeguarding Cypress's Confidential Information. Recipient agrees that it will promptly notify Cypress upon discovery of any unauthorized use or disclosure of the Confidential Information and will use best efforts to prevent further unauthorized actions or other breaches of this Agreement.

4. INFORMATION NOT COVERED: Recipient has no obligation with respect to any information which (i) was lawfully known by Recipient before disclosure by Cypress, without any restriction on disclosure or use; or (ii) is or becomes generally known to the public through no wrongful act or omission of Recipient; or (iii) is rightfully provided to Recipient by a third party, without restriction on disclosure or use; or (iv) is independently developed by personnel of Recipient who have not had access to the Confidential Information.

5. OWNERSHIP: All Confidential Information supplied by Cypress will remain the property of and must be returned to Cypress no later than termination or expiration of this Agreement. No copies of any Confidential Information may be made without the express written permission of Cypress. Recipient agrees that, except to the extent that Cypress is expressly precluded by law from prohibiting Recipient from doing so, Recipient shall not alter, modify, adapt, exploit, create derivative works, translate, deface, disassemble, decompile, convert into human readable form, or reverse engineer all, or any part of, software, materials, or other technology to which it is provided access by Cypress.

6. PERMITTED USE: Confidential Information will not be used by Recipient except in cooperation with Cypress and solely for the Purpose set forth in this Agreement. Recipient may release Confidential Information to its employees only on a "need to know" basis and solely in furtherance of the Purpose. Recipient ensures that its employees are subject to obligations of confidentiality and restricted use no less restrictive than the terms specified in this Agreement. Anything produced by Recipient on behalf of Cypress will remain Cypress's property.

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7. PERMITTED DISCLOSURE: Recipient will not be liable for disclosure of Confidential Information if made in response to a valid order of court or authorized agency of government, but the disclosure may be made only to the extent so ordered; further provided that notice must first be given to Cypress, so Cypress may seek a protective order, if appropriate. Recipient will cooperate with Cypress in contesting such disclosure or seeking a protective order. Any required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

8. NO OTHER RIGHTS: Recipient does not receive any right or license, express or implied, under any patents, copyrights, trade secrets, or other intellectual property rights of Cypress except the limited right to use the Confidential Information to carry out the Purpose during the term of this Agreement.

9. TERM: The period of disclosure shall continue from the Effective Date until _____ (if no date is specified, 3 years after the Effective Date). The obligations of nondisclosure and restricted use imposed by this Agreement shall expire 5 years after the date of disclosure to Recipient of the Confidential Information; trade secrets, however, will remain subject to the terms of this Agreement for as long as they constitute trade secrets.

10. DISCLAIMERS/LIMITATION OF LIABILITY: CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." CYPRESS MAKES NO WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SUFFICIENCY, ACCURACY OR COMPLETENESS OF THE INFORMATION DISCLOSED FOR ANY PURPOSE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL CYPRESS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER CYPRESS HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. No other existing agreement between the parties, if any, is modified or terminated by this Agreement. Cypress does not and will not indemnify Recipient for liability resulting from infringement of patent, copyright or trademark of a third party caused by the use of any Confidential Information disclosed under this Agreement. Neither party confers the right to the other party, nor confers any authorization to the other party to act as an agent on its behalf for any purpose. No party has an obligation under this Agreement to purchase any product or service from any other party or to offer for sale products using or incorporating the Confidential Information.

11. EQUITABLE RELIEF: Recipient acknowledges that its breach of this Agreement may result in immediate and irreparable harm to Cypress, for which there may be no adequate remedy at law, and Cypress is entitled to seek equitable relief to compel Recipient to stop all unauthorized use and disclosure of Confidential Information. If either party brings any action to enforce or protect any rights, obligations or duties under this Agreement, the prevailing party will be entitled to recover, in addition to its damages, reasonable attorneys' fees and costs.

12. GOVERNING LAW/VENUE/ARBITRATION: This Agreement is governed by the law of the State of California, United

States of America, without reference to its conflict of law rules. This Agreement shall be enforceable against the parties in the courts of the United States of America and of the State of California located in Santa Clara County, California. Each party hereby irrevocably submits to the exclusive jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any such courts; provided however, that if a dispute arising out of or in connection with this Agreement is brought by a party located in a jurisdiction where arbitration is required for a judgment to be enforceable, then such dispute shall be referred to and finally resolved by arbitration under the American Arbitration Association International Rules (the "Rules"), which Rules are deemed incorporated by reference into this Section 12. If arbitration is required, the place of arbitration shall be in San Jose, California at the JAMS Resolution Center. The arbitration shall be held by a single arbitrator mutually acceptable to both parties. If the parties cannot agree on a single arbitrator within thirty (30) days from the date written demand is made, each party shall identify one independent individual who shall meet to appoint a single arbitrator. If an arbitrator still cannot be agreed upon within an additional thirty (30) days, one shall be appointed by the JAMS Resolution Center. The language used in the arbitral proceedings shall be English. The parties shall jointly bear the costs and fees of the arbitration and each party shall otherwise bear its own legal and other expenses. Arbitration proceedings shall be conducted on a confidential basis. Notwithstanding the foregoing, the parties may seek injunctive or equitable relief from a court of competent jurisdiction.

13. EXPORT REGULATION: Notwithstanding any other provision of this Agreement, Recipient shall not export any technical Confidential Information received under this Agreement or any commodities using the Confidential Information to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining the license or approval. Recipient shall obtain the appropriate authorizations or exceptions required for export or re-export of Confidential Information received under this Agreement, including restricted technology and computer software, and products thereof,

required under the International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR).

14. PUBLICITY: The specific terms of this Agreement, and the parties' disclosures and activities in connection with this Agreement, are Confidential Information. A party will not, without the other party's prior written approval, issue any press release or make any public announcement or statement regarding this Agreement or the existence or any aspect of the business relationship between the parties. Failure by a party to comply with the foregoing sentence will constitute a material breach of this Agreement, not subject to cure, and in addition to any other remedies available to a party under this Agreement or by law or in equity, the non-breaching party may terminate this Agreement immediately upon giving notice of termination to the other party. Cypress may however disclose the terms of this Agreement, including the Purpose: (a) to its legal counsel; (b) in connection with the enforcement of this Agreement or Cypress's rights under this Agreement; or (c) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with the transaction.

15. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions will not be affected.

16. ASSIGNMENT: This Agreement is not assignable to a third party without the prior written consent of the other party; however, consent is not required for Cypress to assign this Agreement. Any other attempt to assign this Agreement without the other party's consent will be null and void.

17. FINAL AGREEMENT: This Agreement states the entire agreement between the parties relating to the Purpose and supersedes all prior written or verbal agreements relating to this Agreement. This Agreement may only be modified in a writing signed by both parties.

The parties signing below agree to the above terms and conditions and intend to be legally bound. Notwithstanding any statute, regulation, or other rule of law, a signature provided by facsimile or other electronic copy will be deemed to be an original signature, and this Agreement may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

CYPRESS SEMICONDUCTOR CORPORATION

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

(This Agreement will not be binding unless signed by the CEO, CFO, a VP, or a person authorized to sign on behalf of one of these individuals.)