MUTUAL NON-DISCLOSURE AGREEMENT

27 Sep 2010 (Effective Date)   Freescale File No. 49794

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date, between Freescale Semiconductor Inc. with offices at 2800 West Higgins Road, Suite 600, Hoffman Estates, IL, 60169, United States ("Freescale") and **The Board of Trustees,** with offices at Office of Sponsored Programs & Research Admin, 1901 South First Street, Suite A, Champaign, IL, 61820, United States ("The Board of Trustees"). Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement.

1. Confidential Information. Confidential Information means any and all information consistent with the purpose described below that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof, provided by Discloser and its Affiliates to Recipient and its Affiliates. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the Discloser by submitting to the Recipient within 30 days a written document (marked as confidential) summarizing the Confidential Information with enough specificity for identification. Confidential Information does not include information that Recipient can demonstrate (i) is or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. The terms and existence of this Agreement are considered Confidential Information unless the parties agree otherwise in writing. "Affiliate" means, in relation to any party, any corporation or entity directly or indirectly controlling, controlled by, or under common control with that party. For the purposes of this definition, "control" means the ownership of greater than 50% of the voting securities of that party.

2. Purpose. The purpose of this Agreement is to exchange information about Freescale's including, but not limited to, technical data, specifications and other information relating to Freescale's Power Architecture & QorIQ Pxxxx families and The Board of Trustees's confidential new product information required by the University of Illinois to evaluate Freescale product for:

☐ evaluation of a possible future business relationship between the parties (without any obligation to enter into any such proposed transaction).

☑ directly supporting the agreements between the parties that specifically reference this Agreement.

☐ development of a proposal or custom project (without any obligation to enter into such proposed transaction).

3. Standard of Care. The Discloser will only disclose Confidential Information that it is authorized to disclose. During the term of this Agreement and for a period of 4 year(s) from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who need to know the Confidential Information for the Purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain

possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) ONLY USE THE CONFIDENTIAL INFORMATION IN CONNECTION WITH THE PURPOSE.

4. Required Disclosures. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

5. Ownership. All Confidential Information remains the property of the Discloser. Within 10 days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain 1 archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

6. No Warranty. Confidential Information is provided AS IS with no warranty of any kind.

7. Term. This Agreement commences on the Effective Date and continues for a period of 24 month(s). Either party may terminate this Agreement for any reason by giving 30 days' written notice to the other party. Recipient's obligations regarding Confidential Information disclosed during the term of this Agreement will survive the expiration or termination of this Agreement.

8. Export: Recipient will not resell, re-export, or provide, directly or indirectly, any items, technology, or software used in furtherance of the activity contemplated by this NDA, in any form without appropriate export or re-export authorizations from the United States Government and from the country from which the items, technology, or software will be exported. An export occurs when items, technology, or software is transferred from one country to another by any means, including physical shipments, FTP file transfers, E-mails, faxes, remote server access, conversations, and the like. An export also occurs when items, technology, or software is transferred to a foreign national in the United States, or foreign national of the country in which the business activity is taking place. A foreign national is any person who is neither a citizen nor permanent resident of the United States, or the country in which the business activity is taking place.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Texas, without reference to any conflict of law provisions thereof.

10. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

11. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the parties. Any understanding between the parties beyond the Purpose of this Agreement will be set forth in a separate written agreement containing appropriate terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

The Board of Trustees   Name:

By: Title:
(signature of authorized representative)

Freescale Semiconductor Inc.

By: _____

(signature of authorized representative)

Name: <u>Todd Salter</u>

Title: <u>Pursuant to Delegation of Authority from</u>
<u>Lou Lutostanski, VP Sales & Marketing,</u>
<u>Americas Region</u>