COLLABORATION AGREEMENT AMONG UNIVERSITY OF PUERTO RICO MAYAGÜEZ, MOTOROLA INC., AND METROWERKS CORP.

This Collaboration Agreement ("Agreement") is effective as of Thursday, August 9th, 2001 (the "Effective Date") among University of Puerto Rico (Mayaguez Campus) ("UPRM"), an institution of higher education, located in Mayaguez, Puerto Rico, represented herein by its Acting Chancellor, Professor Pablo Rodríguez, Motorola, Inc. ("Motorola"), a Delaware, U.S.A. corporation, acting through its Semiconductor Products Sector, with headquarters in the city of Schaumburg, state of Illinois, and Metrowerks Corp. ("Metrowerks"), a eTas, U.S.A. corporat on and a subsidiary of Motorola, Inc., having offices at 9801 Metric Blvd., Austin, Texas 78758 U.S.A.

WHEREAS, Motorola and Metrowerks are leading providers of embedded system solutions, including architectures such as digital signal processors; and

WHEREAS, Motorola and Metrowerks conduct a Semiconductor University Support Program by which Motorola provides a university, on certain limited and defined terms, with equipment, technical data and technical support to facilitate teaching and research activities ("Program"); and

WHEREAS, UPRM is a leading university in Puerto Rico, providing higher education in disciplines related to information technologies in general, and involved in advanced research and development programs with national and international significance; and

WHEREAS, Motorola, Metrowerks and UPRM desire for UPRM to be a participant in the Program on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. UPRM will use MCore 2001 and PowerPC 603e development models and tools in its INEL 4217 Microprocessor Interfacing course, as often as the course is offered, and in other related courses.

2. Metrowerks will provide UPRM on a one-time basis only with 30 MCore 2001 and 10 PowerPC 603e development modules equipped with 30 Metrowerks software licenses of Academic Editions of "CodeWarrior" for Motorola embedded systems development environment ("CodeWarrior") to equip the Course laboratory at UPRM. UPRM agrees that use of CodeWarrior shall be in accordance with the Metrowerks End User License packaged therewith.

3. UPRM will hold the copyrights to any UPRM authored instructional laboratory exercises developed for the INEL4217 course and for other related courses. UPRM will provide Motorola and Metrowerks copies of such laboratory exercises upon their development. UPRM grants and agrees to grant to Motorola and Metrowerks a perpetual, irrevocable, world-wide, royalty-free, non-exclusive license, under UPRM's copyrights and other intellectual property rights, to use, reproduce, create derivative works of, distribute, display, sublicense (with a right to further sublicense), and otherwise transfer such laboratory exercises, for instructional purposes by Motorola, Metrowerks, and their customers. Any usage by Motorola and/or Metrowerks of such laboratory exercises of the Course shall clearly specify UPRM as the author of such material. UPRM represents and warrants that it has sufficient right and authority to grant to Motorola and Metrowerks the license granted by UPRM in this paragraph.

4. UPRM will allow Metrowerks to market its Academic Editions of CodeWarrior software tools to UPRM's students as a supplement to the Course in accordance with Metrowerks' standard educational pricing models.

5. Motorola and Metrowerks Confidential Information may be shared with UPRM for UPRM's use only for research purposes and performing research activities. "Confidential Information" means: (i) any business or technical information of Motorola or Metrowerks including but not limited to any information relating to Motorola's or Metrowerks' product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by Motorola or Metrowerks as "confidential" or "proprietary" and, if orally disclosed, reduced to writing by Motorola or Metrowerks within thirty (30) days of such disclosure; and (ii) the terms and conditions of this Agreement. Confidential Information shall not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of UPRM; (b) is known to UPRM at the time of disclosure without violation of any confidentiality restriction and without any restriction on UPRM's further use or disclosure; (c) is independently developed by UPRM without use of Motorola's or Metrowerks' Confidential Information; or (d) is rightfully received from a third party not under an obligation as to disclosure of such information. During the term of this Agreement, and for a period of three(3) years after any termination of this Agreement, UPRM will not use Motorola's or Metrowerks' Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, Confidential Information of Motorola's or Metrowerks' may be disclosed: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that UPRM gives reasonable notice to Motorola or Metrowerks to contest such order or requirement; (ii) on a confidential basis to legal or financial advisors; and (iii) for

the purpose of publishing specific research activity results, provided that there is unanimous approval for such publication by the Management Team described in paragraph 8 below. Confidential material will be explicitly labeled as such.

6. During the term of this Agreement, Motorola will provide UPRM with technical support that may include technology, hardware, software, funding and/or documentation for the research activities selected by the Management Team. Motorola will have sole discretion in determining the type and nature of such technical support and dollar amount associated with this technical support.

7. Motorola through its Networking and Computing Systems Group (NCSG) and its Latin America Group, Metrowerks, and UPRM shall establish a Management Team consisting of representatives from each of the parties to this Agreement. The Management Team shall communicate (via email, telephone, or other means) on at least a quarterly basis. The representatives from the UPRM that will be part of the Management Team are Dr. Manuel Toledo and Dr. Idisoro Couvertier, Professors. The Motorola representatives in the Management Team are Jesús Finol and Chuck Corley. Tiffany Smith will be the Metrowerks representative in the Management Team.

8. The Management Team established under paragraph 8 will define, by mutual agreement of all parts, procedures for identifying current and future research activities; define required resources, including but not limited to: time allocated to perform the Management Team activities, funding, hardware and software support, and human resources, for conducting selected research activities; define the deliverables required for each research activity; identify the permissions necessary for the use of research results in commercial products and/or licensing of the results to commercial customers; negotiate fair compensation for the use of UPRM research results in commercial products as provided in paragraph 9; monitor progress of the research activities; identify areas of improvement to this agreement,; and recommend any actions required for extending, modifying or canceling this Agreement. Each party may replace the Team Members of its Organization at its discretion. The party that makes the change shall notify all other parties of any and all changes within 30 days.

9. UPRM will share with Motorola and Metrowerks the results of the research activities Motorola supports as detailed in paragraph 8. These results may include application notes, reference designs, algorithms, software modules and others, but shall exclude the laboratory exercises of the Course as described in paragraph four above. Motorola (and/or Metrowerks) may incorporate the result of these research activities into one (or more) of its products, and if incorporated, UPRM shall receive, for research results so incorporated that are UPRM proprietary, fair compensation as determined after considering the average industry compensation for comparable technology. The Management Team described in paragraph 8 shall be responsible for negotiating and evaluating fair compensation for the use of these research results based on these criteria. Nothing in this paragraph shall limit the license grant of the laboratory exercises of the Course under paragraph 3, and

nothing in this Agreement shall affect in any way Motorola's right to use, without accounting to UPRM, technology developed or acquired independent of UPRM.

10. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all oral or written agreements, proposals and other communications between the parties relating to the subject matter.

11. This Agreement shall be in effect from the Effective Date through December 31, 2002, unless otherwise terminated as set forth under paragraph 18 below. This Agreement cannot be modified or amended except by written agreementof all the parties.

12. No party may use the name of the other in news releases, publicity, advertising, or other promotion without the prior written consent of the other, except as may be required by operation of law.

13. This Agreement shall be governed and construed in accordance with the laws of the United States of America. The parties will attempt to settle all disputes arising under or in connection with this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, all claims or disputes arising out of or in connection with this Agreement shall be resolved by mediation or arbitration that occurs in the State of Texas.

14. The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, agency, joint venture, or similar relationship or to subject the parties to any implied duties or obligations regarding the conduct of their affairs except as expressly state herein. No party is authorized to bind the other to any obligations with third parties.

15. EXCEPT FOR PERSONAL INJURY, IN NO EVENT SHALL ANY PARTY BE LIABLE, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, CLAIMS OF RELIANCE OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

16. This Agreement may be terminated by any party in the event any other party fails to meet any of its obligations under this Agreement, and such failure is not cured within thirty (30) days following receipt of written notice of the default, provided, however, that this Agreement shall be immediately terminated for any breach of the obligations set forth under paragraph 6. Upon termination or expiration of this Agreement, UPRM shall destroy or return all items of Motorola and Metrowerks Confidential Information and any copies, modifications, or adaptations made therefrom. Upon request, UPRM will provide Motorola and Metrowerks with a written certification, certifying to the destruction or return of all such Confidential Information. If termination of this Agreement by Motorola
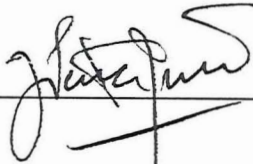
would cause disruption to an ongoing course contemplated by this Agreement, Motorola would allow UPRM use of essential coursework materials for at most 6 months, or until the course is complete whichever is first while at the same time adequately protecting Motorola's interests.

The parties agree that the provisions of paragraphs 3, 5, 9, 12, 13, 14, 15 and 16 shall survive termination or expiration of this Agreement.
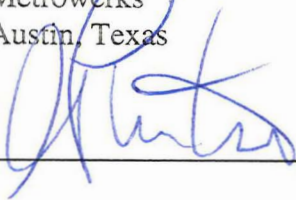
This Agreement may be executed in multiple counterparts which taken together shall constitute but one single contract among the parties.

IN WITNESS WHEREOF this Agreement has been executed by each of the Parties and is effective as of the Effective Date.
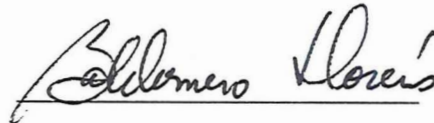
Jesús Finol
Chief Scientist and Director of Technology
Latin America and Caribbean Region
Semiconductor Products Sector
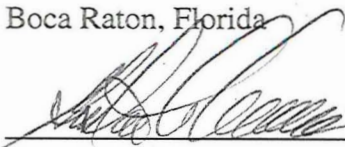Motorola, Inc.
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