

## PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
National Central University	08/01/2012
RECEIVING PARTY DATA	
Name:	Formosa Epitaxy Inc.
Street Address:	No. 99, Longyuan 1st Rd., Longtan Township,
City:	Taoyuan County
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7833809
Patent Number:	8173462
CORRESPONDENCE DATA	
Fax Number:	5105807280
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	USA@JCIPGROUP.COM.TW
Correspondent Name:	JIANQ CHYUN INTELLECTUAL PROPERTY OFFICE
Address Line 1:	7F.-1, NO. 100, ROOSEVELT RD., SEC. 2,
Address Line 4:	TAIPEI, TAIWAN 100
ATTORNEY DOCKET NUMBER:	28485, 23880-US-PA
NAME OF SUBMITTER:	Belinda Lee
Total Attachments: 11 source=23880#page1.tif source=23880#page2.tif source=23880#page3.tif source=23880#page4.tif source=23880#page5.tif source=23880#page6.tif	

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# 國立中央大學專利授權合約書

立合約人：國立中央大學

(以下簡稱甲方)

璨圓光電股份有限公司

(以下簡稱乙方)

茲因甲方同仁(簡稱發明人)於任職期間，於學術研究過程中發展出具實用性之專利技術成果，為促進技術嘉惠國內產業界，同意授權乙方實施以下三件專利技術(簡稱本專利)，雙方同意本於誠信原則，協議下列條款，以為共同遵守：

## 第一條 授權內容

### 一、授權專利：

1. 美國專利證號 US7,833,809B2 「LIGHT EMITTING DIODE, OPTOELECTRONIC DEVICE AND METHOD OF FABRICATING THE SAME 發光二極體結構、光電元件及其製造方法」。
2. 美國專利證號 US 8,173,462B2 「MANUFACTURING METHOD OF NITRIDE CRYSTALLINE FILM, NITRIDE FILM AND SUBSTRATE STRUCTURE 氮化物結晶膜的製造方法、氮化物薄膜以及基板結構」。
3. 中華民國專利申請號 097143404 「氮化物結晶膜的製造方法、氮化物薄膜以及基板結構」。

### 二、授權方式：甲方以專屬授權方式授權乙方。

三、授權範圍：乙方得依授權專利之國別與該國相關專利法律規定實施本專利，包括製造、使用、進口、為販賣之要約及販賣本專利專利權範圍所涵蓋之產品(以下簡稱本產品)。

四、授權期間：授權專利中 2 件美國專利，授權期間自本合約簽約日起至第 3 年期滿日止；1 件中華民國專利，授權期間自該專利獲准公告日起至第 3 年期滿日止，每件專利授權期間皆為 3 年。

## 第二條 授權金與付款方式

一、授權金：共計新台幣(以下同) 150 萬元整，乙方應於本合約簽署後 30 日內以支票或匯款方式支付第一期授權金新台幣 120 萬元整，另於中華民國授權專利獲准公告後 30 日內支付第二期授權金新台幣 30 萬元整。

匯費由乙方負擔。本授權金縱因本合約終止或解除亦不退還。

二、衍生利益金：乙方同意於本合約期間就本產品每年銷售淨利總額內，提撥 3 % 作為衍生利益金分配予甲方。乙方於每年元月三十一日前，應彙報前一年度本產品之淨利總額，經甲方認可後計算衍生利益金。

三、付款方式：乙方支付之授權金或衍生利益金，應以匯款或即期支票支付之：

- 以即期支票支付者，支票抬頭：「國立中央大學 401 專戶」。
- 匯款帳戶資料如下：戶名—國立中央大學 401 專戶，銀行—第一商業銀行中壢分行，帳號—28130610132。乙方於匯款後，應回傳匯款收據並通知甲方供核對帳目之用。

四、乙方應妥善製作並保存銷售本產品之帳目資料及有關認證，同時為避免對乙方日常營運造成影響，甲方得視需要於 30 日前通知乙方，並根據乙方規劃時程指派人員或委託會計師至乙方營業所查核利用本專利所生產之銷售資料，乙方應給予一切之協助，並應允許甲方影印或抄錄該帳冊資料。

### 第三條 權利義務及侵權責任

一、乙方在本合約中所有之權利義務，未經甲方之書面同意以再授權或移轉授權等方式處理，不得轉讓或轉授權予任何第三人，包括乙方所成立衍生公司或關係企業等。乙方若有違反，甲方得終止本合約，並請求損害賠償。

二、乙方利用本合約授權專利製造產品銷售時，遇有任何第三人請求或訴訟時，乙方應盡速以書面通知甲方，甲方並應全力協助進行必要防禦程序，以確保有關權益。甲方因本合約所負擔之賠償責任，以乙方已支付之授權金及衍生利益金總和並扣除本專利維護成本後為上限。

三、本合約倘有本專利被侵害應行主張權利或提起訴請求之情事時，乙方應立即以書面通知甲方，並有權利單獨對侵權者採取保全行動或法律程序之進行，甲方並應全力協助乙方採取保全行動或法律程序之進行，以確保雙方共同之權益。

四、乙方依本授權專利所製產品，應依授權地區有關法律為適當之標示。此等產品之產品責任與甲方無涉，乙方並應確保甲方不因此等產品責任受有損害。

### 第四條 無擔保條款

本合約授權專利係以合約簽訂時甲方所取得本專利之註冊狀態授權予乙

方。甲方不擔保本專利之合用性、無侵害第三人權利或商品化之可能性。

#### 第五條 違約處理

- 一、乙方未依本合約第二條期間內繳付授權金者，甲方應儘速通知乙方，乙方於收到甲方通知後應儘速支付。如逾三十日仍未付清，甲方單獨得逕行終止本合約，若甲方有損害時，得請求乙方賠償。
- 二、乙方重整或聲請或被聲請重整；解散或決議解散或被命令或裁定解散；合併或決議合併；破產或聲請或被聲請宣告破產；主要資產被查封；無法償還債務；或有相當事實足證有發生本項情事之虞時，甲方得以書面通知乙方終止本合約。
- 三、甲乙雙方若違反本合約之條款，一方得以書面通知違約方終止本合約，一方若有損害時，違約方應依本合約規範負賠償責任。

#### 第六條 合約期滿、終止處理：

- 一、乙方於合約期滿、解除、終止後應即停止使用本專利。本合約授權期滿前3個月內若乙方無書面通知不再續約，視為同意續約，雙方續依本合約條件進行授權合作事宜。。
- 二、乙方於合約期滿未續約、解除、終止後，不得自行或委託他人產銷或利用本專利技術製造產品，乙方若有違反，甲方得請求損害賠償。但若乙方有具體事實足證本產品係於本合約期滿未續約、終止或解除前製造完成者，該產品得繼續販賣，惟仍須依本合約第二條繳納衍生利益金。

#### 第七條 合約之解釋及合意

- 一、本合約之解釋，以中華民國法令為依據。本合約未盡事宜，應依中華民國法律及政府相關規定辦理。
- 二、本合約得經雙方同意以書面修改增訂，並應將經雙方簽署之書面附於本合約之後，作為本合約之一部分，取代已修改增訂之原條文。
- 三、本合約及其附件構成雙方對本案完整之合意，取代雙方於本合約簽署前就本計畫之口頭或書面協議。任何於本合約簽訂前，經雙方協議但未記載於本合約或其附件之事項，對雙方皆無拘束力。
- 四、本合約附件之效力與本合約同，但兩者有牴觸時，以本合約為準。

#### 第八條 糾紛解決

本合約如生爭議，雙方應先盡誠信原則協調之，若因本合約而涉訟時，甲乙雙方同意以桃園地方法院為第一審管轄法院。

#### 第九條 聯絡方式

- 一、本合約有關之通知或要求應以書面送達下列處所及人員(以下簡稱「聯絡人」)，經送達該聯絡人者，即視為已送達該方當事人：

甲方聯絡人姓名：徐嘉苓

職稱：行政專員

E-MAIL：sandyust@ncu.edu.tw

電話：03-4227151 分機 57035-38

傳真：03-4204492

地址：桃園縣中壢市中大路 300 號

乙方聯絡人姓名：施序宏

職稱：專利工程師

E-MAIL：sny@forepi.com.tw

電話：(03) 499-4555 Ext. 6033

傳真：(03) 479-8968

地址：桃園縣龍潭鄉龍潭科技工業園區龍園一路 99 號

二、前項雙方聯絡人或聯絡資料有所更動時，應以書面通知他方，並告知更新內容。

第十條 合約份數

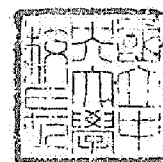
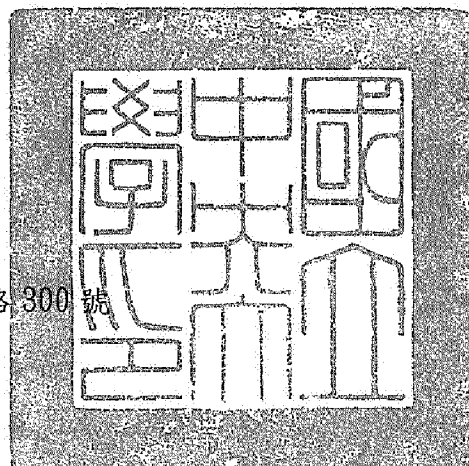
本合約正本一式二份，由甲、乙各執正本一份為憑。

甲方：國立中央大學

代表人：李 誠

地址：桃園縣中壢市中大路 300 號

統一編號：45002931



乙方：璨圓光電股份有限公司

代表人：簡奉任(簽章)

(兼連帶保證人)

地址：桃園縣龍潭鄉龍園一路 99 號

公司統一編號：70754136



中 華 民 國 1 0 1 年 0 8 月 0 1 日



## **Patent License Agreement of National Central University**

This Agreement is made by and between:

National Central University      (hereinafter "NCU")  
Formosa Epitaxy Inc.              (hereinafter the "Company")

Whereas during the faculty members' (hereinafter the "Inventors") term of employment at NCU, the Inventors have developed patentable technological achievements that have usability, in order to advance the technology and to benefit domestic industries, NCU agrees to license the Company to exploit the following three patents (hereinafter the "Patents") in accordance with the terms and conditions set out below. In consideration of the premises and the mutual conventions to be faithfully performed herein contained, NCU and the Company hereby agree as follows:

### **Article 1: Contents of the Patent License**

#### **1. Licensed patents:**

- (1) "LIGHT EMITTING DIODE OPTOELECTRONIC DEVICE AND METHOD OF FABRICATING THE SAME" (US Patent No. US 7,833,809B2)
- (2) "MANUFACTURING METHOD OF NITRIDE CRYSTALLINE FILM, NITRIDE FILM AND SUBSTRATE STRUCTURE" (US Patent No. US 8,173,462B2)
- (3) "MANUFACTURING METHOD OF NITRIDE CRYSTALLINE FILM, NITRIDE FILM AND SUBSTRATE STRUCTURE" (R.O.C. Application No. 097143404)

2. Type of license: NCU grants exclusive license to the Company.

3. Licensed scope: the Company may exploit the Patents in the countries of the licensed patents in accordance with the provisions of Patent Law in the countries, and the exploitation includes making, using, offering for sale and selling products covered by the scope of the Patents (hereinafter the "Products").

4. Licensed duration: the licensed duration of the two US patents among the three licensed patents is three years from the effective date of the Agreement, and the licensed duration of the R.O.C. patent application is three years from the date of patent grant; the licensed duration of the each of the licensed patents is three years.



## Article 2: Payment of the License Fee and Means of Payment

1. Patent license fee: New Taiwan Dollars (NTD) 1.5 million in total. The Company shall pay the first installment of the license fee in the amount of NTD 1.2 million to NCU by check or wire transfer within 30 days from the execution of the Agreement and pay the second installment of the license fee in the amount of NTD 0.3 million to NCU within 30 days from the date of patent grant of the R.O.C. patent application. The remittance charges are paid by the Company. The license fee shall not be refundable upon the termination or rescission of this Agreement.
2. Royalties: the Company agrees to allocate each year 3 percent of the net profit of the gross sales of the Products to NCU as royalties during the term of the Agreement. The Company shall submit a report specifying the total net profit of the Products for the preceding year before January 31 of every year. After the report has been approved by NCU, the royalties shall be calculated.
3. Means of payment: the Company shall pay the aforesaid Patent license fee or royalties to NCU by check or wire transfer:
  - Check payable at sight: payable to —National Central University
  - Wire transfer: the account information of NCU is as follows: Account – National Central University 401 Account; Bank– First Commercial Bank, Chung-Li Branch; Account number – 28130610132. After completion of the wire transfer, the Company shall send the receipt of the wire transfer to NCU and notify NCU for verification of accounts.
4. The Company shall properly produce and store account records and relevant authentication. In order to avoid influencing the daily operation of the Company, NCU may, as necessary, give the Company a 30-day notice and appoint relevant personnel or accountants to visit the principal places of business of the Company and to audit the production and sales records of the Products produced by the Company using the Patent based on the time schedule set by the Company. The Company shall provide any possible assistance and permit NCU to copy or transcribe the account records.

## Article 3: Rights, Obligations and Liability for Infringement

1. Without the written consent of NCU, none of the Company's rights or obligations under this Agreement may be sublicensed or assigned to any third party, including a spin-off company established by the Company or the Company's affiliated enterprises. In the event that the Company breaches Article 3, NCU may terminate this Agreement and may claim damages.
2. If any third party brings any claim or action against the Company when the

Company manufactures products for sale with the licensed patents under this Agreement, the Company shall notify NCU in writing as soon as possible, and NCU shall provide any possible assistance in mounting a defense to protect relevant interests. The upper limit of the liability for damage assumed by NCU is the sum of the patent license fee and royalties having been paid by the Company with deduction of maintenance costs of the Patents.

3. In the event that an action is brought to claim the rights when the Patents under this Agreement are infringed, the Company shall promptly notify NCU in writing, and the Company is entitled to perform provisional remedies proceedings or legal procedures against the infringer by itself. NCU shall provide any possible assistance in the provisional remedies proceedings or legal procedures performed by the Company to protect common interests of the two parties.

4. The Company, in accordance with the applicable laws of the licensed territory, shall perform proper labeling for products manufactured with the licensed patents. NCU shall be free from any product liability for such products, and the Company shall indemnify NCU and hold NCU harmless against any such product liability.

#### Article 4: No Warranty

The Patents are delivered to the Company in the state of having been granted and enjoying patent rights as of the time of signing of this Agreement. However, NCU does not warrant the fitness for any particular purpose or merchantability of the Patents, nor does NCU warrant that the Patents do not infringe the rights of any third party.

#### Article 5: Breach

1. If the Company fails to pay the license fee within the time period set forth in Article 2 of this Agreement, NCU shall notify the Company thereof as soon as possible, and the Company shall settle the payment as soon as possible upon receipt of the notice. If the Company fails to settle the payment within 30 days from receipt of the notice, NCU may terminate this Agreement by itself without prior notice. NCU may claim damages from the Company for any loss incurred.

2. NCU may terminate this Agreement by notifying the Company in writing in the event that the Company undergoes restructuring, files for restructuring or is filed for restructuring; that the Company is dissolved, decides to be dissolved or is ordered or ruled to be dissolved; that the Company is merged or decides to be

merged; that the Company is bankrupt, files for bankruptcy or is filed for bankruptcy; that the Company's major assets are sealed up; that insolvency occurs; or sufficient factual evidence proves that the aforementioned is likely to occur.

3. If any party breaches any provision of this Agreement, the non-breaching party may notify the breaching party in writing that this Agreement is terminated. If any loss is caused to the non-breaching party, the breaching party shall assume the liability for damage in accordance with the terms and conditions of this Agreement.

#### Article 6: Agreement Period and Termination

1. After this Agreement is expired, rescinded or terminated, the Company shall immediately cease exploiting the Patents. If the Company does not notify NCU in writing that this Agreement shall not be extended three months prior to the termination of the license period in this Agreement, it is deemed that the Company agrees to extend this Agreement, and the two parties continue the patent license and cooperation in accordance with the terms and conditions of this Agreement.

2. After the expiration, termination or rescission of this Agreement, the Company may not itself, nor may it engage any other person to, manufacture or sell the products using the Patents. NCU may claim damages if the Company breaches Article 6 of this Agreement. However, if the Company has specific factual evidence sufficient to prove that products were fully manufactured before the expiration, termination or rescission of this Agreement, the Company may continue to sell those products, provided that the Company shall continue to pay royalties in accordance with Article 2 of this Agreement.

#### Article 7: Interpretation and Consent of the Agreement

1. This Agreement shall be interpreted under and governed by the laws of the Republic of China. If there is any matter not prescribed herein, the matter shall be subject to the laws and regulations made by the government of the Republic of China.

2. Amendments or additions to this Agreement may be made in writing by mutual consent of the two parties, and shall be appended to this Agreement in writing with the signatures of the two parties, whereupon they shall form an integral part of this Agreement, and shall supersede the original clauses affected by such amendment or addition.

3. This Agreement, along with the attached Exhibits, constitutes the entire

agreement between the two parties with respect to its subject matter and shall supersede and replace any prior oral or written agreements regarding this subject matter prior to the signing of this Agreement. Any matter agreed upon by the two parties but not recited in this Agreement or the Exhibits prior to the signing of this Agreement shall not be binding to the two parties.

4. The attached Exhibits to this Agreement are effective as the Agreement. However, if the Exhibits contradict the Agreement, the Agreement shall prevail.

#### Article 8: Consent to Jurisdiction

The two parties agree to use good faith to resolve any question or dispute that may arise between them under or in connection with this Agreement. In the event of litigation under or in connection with this Agreement, NCU and the Company agree that the Taoyuan District Court shall be the competent court with jurisdiction in the first instance.

#### Article 9: Contact Method

1. Any notice or request in connection with this Agreement shall be delivered in writing to the places and persons (hereinafter "contact persons") specified below, and once delivered to the contact person, shall be deemed to have been delivered to that party.

Name of NCU's contact person: Xu, Jia-ling

Title: Administrative Specialist

E-MAIL: [sandyust@ncu.edu.tw](mailto:sandyust@ncu.edu.tw)

Tel.: 03-4227151 (Ext. 57035-38)

Fax: 03-4204492

Address: No.300, Jhongda Rd., Jhongli City,  
Taoyuan County, Taiwan (R.O.C.)

Name of the Company's contact person: Xu, Xiang-hong

Title: Patent Engineer

E-MAIL: [snv@forepi.com.tw](mailto:snv@forepi.com.tw)

Tel.: (03) 499-4555 (Ext. 6033)

Fax: (03) 479-8968

Address: No. 99, Longyuan 1st Rd., Longtan Township,  
Taoyuan County, Taiwan (R.O.C.)

2. When there is a change in the contact person or contact information of any of

the two parties, that party shall notify the other party in writing and inform the other party of the updated information.

Article 10: Counterparts

This Agreement is executed in two counterpart originals, with one of the originals to be retained each by NCU and the Company.

National Central University (seal)

Representative: Joseph S. Lee (signature/seal)

Address: No.300, Jhongda Rd., Jhongli City, Taoyuan County, Taiwan (R.O.C.)

Uniform serial number: 45002931

The Company: Formosa Epitaxy Inc. (company seal)

Representative: Jian, Feng-ren (signature/seal)

(The Representative is also the joint and several guarantor of the Company.)

Address: No. 99, Longyuan 1st Rd., Longtan Township, Taoyuan County, Taiwan (R.O.C.)

Company's uniform serial number: 70754136

Signed on this 1<sup>st</sup> day of August, 2012