SERVICES AGREEMENT
BETWEEN
FOURTEEN CONSULTING ("Consultant")
AND
<CUSTOMER NAME> ("Customer")

Customer:		Consultant:	Fourteen Consulting
Mail Address:		Mail Address:	505 Copperleaf Road
			Austin, Texas 78734
Contact:		Contact:	Carl S. Dobbs
Phone Number:		Phone Number:	512-633-7628
Fax:		Fax:	
Email:		Email:	carl@fourteenconsulting.com
Effective Date: _________, 2005			

Based on the requirements gathered from information provided by Customer and the mutual covenants contained herein, the parties agree as follows:

1. Work & Payment Agreement. Subject to the terms and conditions of this Services Agreement, Consultant will conduct and Customer will pay for the work.

2. Standard Terms and Conditions. Consultant's Standard Terms and Conditions for Services ("Standard Terms and Conditions") as posted at www.fourteenconsulting.com/contract_info on the date Customer signs this Services Agreement are incorporated into this agreement and apply to all of Consultant's products and services. Capitalized terms not defined in this Services Agreement are defined in the Standard Terms and Conditions. THE WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN SECTIONS 4 AND 5 OF THE STANDARD TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE.

3. Term. This term of this Services Agreement begins on the Effective Date and will continue until the earlier of (i) final completion of the Services or (ii) termination by (a) either party upon fourteen (14) days prior written notice to the other, or (b) the nonbreaching party immediately upon notice if the other party fails to comply with any provision of this Services Agreement.

4. Definitions. <define specific terms, code names, documentation, etc. – delete section if not needed>

5. Description of Project. <general description – ALWAYS REQUIRED>

6. Deliverables & Schedule. Customer and Consultant will attempt to deliver these items and perform the design tasks according to the schedule listed below:

<Example – edit or delete if not needed>

	Milestone (Deliverable)	Responsible party	Approx. date
1	Contract signed	Both	
2	Preliminary design specification complete	Customer	
3	Begin development	Consultant	
4	Submit cell library, technology files, Spice models to Consultant	Customer	
5	Receive final specification from Customer and review	Both	
6	Simulation environment bring up	Both	
7	Design Review (Verilog model running)	Consultant	
8	Test Suite frozen and delivered to Consultant	Customer	
9	Preliminary floorplan to Customer (physical layout)	Consultant	
10	Final layout, netlist, timing results, and simulation results delivered to Customer *	Consultant	
11	Design documentation delivered to Customer	Consultant	

* Customer is responsible for providing Consultant Test Suite. This milestone assumes Test Suite is available a minimum of six (6) weeks prior.

7. Other Design Targets. <targets not yet listed: area, perf, etc.>

8. Acceptance Criteria. <Example Only> The sole acceptance criterion for design and schematic work performed by Consultant is the execution of all functional test vectors developed and agreed to by Customer and Consultant and the execution of the circuit level test vectors developed by Consultant on the netlist produced by the schematics. Acceptance criteria for layout design work is a clean DRC and LVS verification of the layout database.

9. Schedule of Fees. <A schedule of payment milestones with their associated fees will be listed here. Project can be on a turnkey - fixed priced basis or hourly basis depending on several factors in the design and/or the desires of Customer.>

<Example:>

	Milestone	Payment
1	Contract signed	
7	Design Review (Verilog model running)	
8	Test Suite frozen and delivered to Consultant	
10	Final layout, netlist, and timing results delivered to Customer	
11	Design documentation delivered to Customer	

10. Stock Options. Subject to approval by Customer's Board of Directors, at least semi-annually Consultant will receive 10-year stock options (each, a "Stock Option") to purchase xxxx shares of Customer's Common Stock for each $xxxx ("Increment Amount") earned by Consultant under this Agreement and for which Consultant has not previously received Stock Options. Each Stock Option shall have an exercise price equal to the fair market value of Customer's Common Stock on the date the Board of Directors approves the Stock Option and shall be fully vested upon grant. Customer shall submit this agreement for stock options for approval at the first regularly scheduled meeting of the Board of Directors and, to the extent necessary, at each subsequent scheduled meeting of the Board of Directors. Consultant will not be granted a Stock Option for incremental fees earned of less than the Increment Amount. Each Stock Option granted to Consultant shall be subject to the terms and conditions of the stock option plan pursuant to which such Stock Option was granted as well as the standard stock option agreement approved in connection with such stock option plan.

11. Miscellaneous. Customer acknowledges that any additional or conflicting terms and conditions contained in Customer's Purchase Order shall not be applicable to the services performed hereunder, even if Consultant uses such purchase order for invoicing purposes. This Services Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

CONSULTANT:

FOURTEEN CONSULTING

By: ______________________________
Carl S. Dobbs
Principal Consultant

CUSTOMER:

____
Print Customer's Name

By: ______________________________

Print Name: ______________________________

Title: ______________________________