Internship Agreement

Party A: Marvell Technology (Shanghai) Co., Ltd.

Party B: Nanjing University Computer Science Department

Location of Signature: Nanjing City

Date of Signature: June 17th, 2008
Party A: Marvell Technology (Shanghai) Co., Ltd.
Party B: Nanjing University Computer Science Department

In order to strengthen the integration of academic and research activities, encourage individual excellence, achieve greater unity, and to carry out scientific and technological advancement and personnel training, the parties hereto agree to dispatch Party B's students (the "Interns") to Party A to practice in accordance with the following terms and conditions:

1. Party A's Obligations

- Party A shall be responsible for the intern project's leadership, organization, and overall planning.

- While the Interns are practicing with Party A, Party A shall be responsible for the Interns' organization and management tasks, assessment/appraisal in accordance with its management system, training the Interns to observe its rules and regulations, and ensuring the Interns' personal safety.

- Party A shall sign this Agreement with Party B before the Interns commence their internships.
• While the Interns are practicing at Party A, Party A shall pay each Intern a stipend of between **2000 to 5000** RMB per month.

• While the Interns are practicing at Party A, Party A shall be obligated to provide all necessary working facilities to the Interns.

• In the event of an accident during Party B’s Interns’ internships at Party A, Party A shall proceed in accordance with the terms of its employer liability policy.

• Interns shall be responsible for their own medical expenses while practicing at Party A and Party B shall not bear liability therefor. Notwithstanding the foregoing, however, processing and compensation for work injuries shall be dealt with in accordance with the PRC Labor Law and related laws and regulations.

• Party A shall pay Party B 2000 RMB per Intern per month for internship advisory expenses.

During the term of this Agreement, Party A shall remit the monthly internship advisory expenses into the bank account designated by Party B before the 15th day of the same month.
2. Party B’s Obligations

- Party B guarantees that each of its Interns will practice at Party A for no less than 3 months.

- Before Party B dispatches Interns to Party A, Party B shall first train the Interns in business management, employment psychology and labor law, and shall also coordinate with Party A to train the Interns to strictly observe Party A’s work rules and labor discipline.

- Party B must provide Party A with photocopies of the Interns’ intern recommendation form, school registration certificate, and national ID card.

3. Party A’s Rights

- Party A may terminate this Agreement at any time with 30 day’s prior written notice.

- Party A may terminate this Agreement in the event that Party B breaches its obligations hereunder and such breach, if curable, remains uncured for 15 days after Party A provides Party B with notice of such breach.
- Party A may interview any Interns provided to it by Party B; and after an Intern qualifies, Party A may sign an Internship Agreement with such Intern.

- If one of the following circumstances occurs while an Intern is interning at Party A, Party A has the right to early terminate the internship of the involved Intern and return such Intern to Party B:
  - An Intern commits a violation of Party A's labor discipline or work rules;
  - An Intern is grossly negligent or corrupt, thereby causing Party A damages;
  - An Intern commits a crime and is investigated and criminally prosecuted;
  - An Intern fails to meet Party A's standards or requirements.

- Party A may extend the term of an Intern that exhibits superior performance with the consent of Party B and such Intern.

- Interns are not permitted to resign their internships without authorization. If an Intern wishes to resign his/her internship based on verified and appropriate grounds, a written application must be submitted fifteen (15) days in advance, and such Intern shall not be permitted to resign until receiving approval from Party A. After such resignation, Party A shall bear no further liability for such
Intern. If an Intern resigns without authorization from Party A, Party A shall have the right to garnish such Intern's monthly stipend and shall bear no further liability for such stipend.

4. Party B's Rights

- Party B shall have the right to terminate this Agreement in the event that Party A breaches its obligations hereunder and such breach remains uncured for a period of fifteen (15) days after Party B's notice to Party A of such breach.

5. Intellectual Property

- Party B agrees that all rights, title and interest and any and all Intellectual Property Rights to any inventions or creations and any business-related technologies or patents developed by its Interns during their internship with Party A shall belong solely to Party A.

- Party B's Interns shall obtain Party A's advance written consent before publishing any papers, including without limitation dissertations, concerning Party A's technology or intellectual property.

- Any dissertation composed by any of Party B's Interns during their
Internships shall include Party B’s departmental name and the
name of such intern’s academic advisor.

- Subject to the terms herein, Party A shall provide reasonable
necessary assistance to any of Party B’s Interns who composes a
dissertation during such Intern’s internship.

- Party B has the obligation to comply with (and ensure that its
interns sign and comply with) Party A’s confidentiality agreement.

6. Miscellaneous

- This Agreement shall become effective upon being signed and
sealed by both parties, and shall remain effective for one year
thereafter unless terminated according to the provisions herein.

- The parties hereto shall resolve any matters that arise during the
course of performance of this Agreement by means of friendly
consultations. Either party is entitled to file a lawsuit concerning
any dispute arising under this Agreement. The parties agree to
select the court with jurisdiction over Party A’s residence as the
court of first instance for any dispute arising under this Agreement.

- This Agreement is prepared in four identical counterparts of equal
legal validity, with each party holding two counterparts.

- Party B shall be responsible for explaining the contents of this Agreement to its Interns and securing their consent thereto prior to the commencement of such Interns' internships.

- This Agreement is written in Chinese and English. In case of any inconsistency between the Chinese and English language versions, the English version shall prevail.

Party A: Marvell Technology (Shanghai) Co. Ltd.
Authorized Representative: Jane Luo
Signature and Chop:

Date: July 1, 2008

Party B: Nanjing University Computer Science Department
Authorized Representative: Gao Yang
Signature and Chop:

Date: June 7, 2008