



To:
 University of Utah
 1692 Warnock Engineering Bldg
 72 S. Central Campus Dr
 SALT LAKE CITY UT 84112 - 9200
 United States of America

| Quotation | | |
|-------------------------|---|------|
| Verigy Quotation Number | Date | Page |
| 2730002020.1 | 25/OCT/2007 | 1 |
| Expiration Date | Est. Delivery / Weeks (After Receipt of Order) | |
| 30/NOV/2007 | TBA | |
| Payment Terms | Purchase Agreement | |
| SP 80% / 20% | | |
| Incoterms | Currency | |
| DDP - Duty Paid | USD | |

Reference:

Attention: Richard B. Brown
Department: Engineering
Telephone No: 801-585-7498
Fax No:
Email: brown@utah.edu

Verigy US, Inc.
 9781 S. Meridian Blvd.
 Suite 110
 Englewood, CO 80112
 1-866-550-0035, fax 1-866-311-3582

Sales Representative:

Name: Ball, Steve W (Steve W)
Telephone No: 1-858-268-5524
Fax No:
Email: steve.ball@verigy.com

Quoting and Ordering Assistance Contact:

Contact Name: Ms. Langewis, Nicki Ann
Telephone No: 720-875-0357
Fax No: 866-311-3582
Email: nicki.langewis@verigy.com

Comments: CTH on Engineering Cart with 128p PS400 licensed at 124@200Mbps & 4@400Mbps
 All channels with 8M memory; Linux workstation (w/ dual screens); & cal robot.

| Line No. | Product No. | Description | Est. (Weeks) Delivery | Qty | Unit Price | Adjustment Amount | Extended Price |
|----------|-------------|--|-----------------------|-----|------------|-------------------|----------------|
| 1 | | 93k SOC System DD | | | 465,903.24 | \$37,272.26 | 428,630.98 |
| | | V93000 System Infrastructure | | | | | |
| 1.1 | | DUT interface for compact (16-slot/8-slot) test head without hard docking | | 1 | | | |
| 1.2 | | System clock unit | | 2 | | | |
| 1.3 | | Power control unit for test head | | 2 | | | |
| 1.4 | | Test system with compact (16-slot/8-slot) test head, includes one AC/DC and SmarTest license | | 1 | | | |
| 1.5 | | Universal DC/DC power unit for test head | | 4 | | | |
| 1.6 | | Pin Scale SmarTest on-line SW, perpetual per session floating license | | 1 | | | |
| 1.7 | | Small liquid-liquid cooling unit | | 1 | | | |
| 1.8 | | Engineering cart for compact (16-slot/8-slot) test head | | 1 | | | |
| 1.9 | | Adapter kit with 2 1.5 inch-to-1 inch adapters for cooling unit | | 1 | | | |
| | | Digital Resources | | | | | |
| 1.1 | | Pogo Cable for Pin Scale 400 | | 2 | | | |
| 1.11 | | Pin Scale 400 Digital Card | | 2 | | | |
| 1.12 | | Pin Scale 400 upgrade 100Mbps to 200Mbps, perpetual per pin floating license | | 128 | | | |
| 1.13 | | Pin Scale 400, upgrade 200Mbps to 533Mbps, perpetual, per pin floating license | | 4 | | | |



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| | | | |
|------|--|--------------------------|---------------------|
| 1.14 | Pin Scale 400 Initial Bundle 100Mbps/8MB, perpetual per pin floating license | 128 | |
| | Device Power Resources | | |
| 1.15 | Multisite device power supply with 4 channels | 1 | |
| 1.16 | Utility Power Supply | 1 | |
| | System Controller | | |
| 1.17 | GPIB to LAN gateway for Linux system controller | 1 | |
| 1.18 | LAN switch for support rack | 1 | |
| 1.19 | PCI based GPIO interface for Linux system controller | 1 | |
| 1.2 | Flat panel display for Linux system controller | 2 | |
| 1.21 | xw4400 Core 2 Duo WS controller bundle incl. PCI Exp. | 1 | |
| 1.22 | Pin Scale Media Kit - Recovery DVD | 1 | |
| | Additional Software Tools | | |
| 1.23 | Pin Scale SmarTest off-line, perpetual per session floating license | 1 | |
| | Service & Support | | |
| 1.24 | V93000 Training Coupon | 10 | |
| 1.25 | OnSite Support Services | 1 | |
| | Diagnostic & Calibration Tools | | |
| 1.26 | System calibration robot for automated calibration of test system | 1 | |
| 1.27 | Enhanced Diagnostic Interconnect DUT board | 1 | |
| | | Unit Price Total | \$465,903.24 |
| | | Adjustment Total | \$37,272.26 |
| | | Quote Net Total | \$428,630.98 |
| | | Total Tax | |
| | | Quote Price Total | |

Please reference "Verigy US, Inc.", quote number, and item sequence on any resulting purchase order. Please contact your Verigy Field Engineer/Account Manager for any technical questions.

Verigy appreciates the opportunity to provide this document for your Semiconductor Test needs. Special terms may be included with this document since special discounts are being granted. Your concurrence with these special terms will be required with any resulting order. The sale of products is predicated upon ordering the products and quantities as specified. Products purchased must be placed on one purchase order, products may not be added at a later date, products must be delivered to one location and no extended delivery is permitted. This is a one-time special discount that will not apply to any future order(s). In the event Verigy reduces the list price of a product prior to shipment, the list price for such products will not be reduced. Products purchased herein will not qualify to earn discounts or dollar volume under any subsequent Purchase Agreement.

93000 tester hardware and software features are subject to the license terms in Exhibits E373 and E374 delivered with the Entitlement Certificates for the licensed products. The software license referenced in this quote is valid for use only by the Customer listed.



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Please submit Purchase Order to:
 Verigy US, Inc.
 9781 S. Meridian Blvd.
 Suite110
 Englewood, CO 80112
 Nicki Langewis 720-875-0357, fax 1-866-311-3582

DDP -UNITED STATES per Incoterms 2000

Product prices exclude any applicable sales, value added or similar taxes. If the items are exempt from tax, please ensure that a valid Tax Exemption Certificate, referencing Verigy as the vendor, be forwarded to your Verigy Customer Administrator. If a valid tax exemption certificate is not on file, any applicable taxes will be reflected on the invoice.

Invoicing on partial shipments will be considered acceptable unless otherwise noted on your purchase order. Please note your order with the requested delivery date.

Leasing and financing services can also be arranged through Verigy. Please kindly contact your Field Engineer/Account Manager or your Verigy Financial Solutions Manager for more information.

~~The Verigy quotation, sales order acknowledgement or invoice shall be treated by parties as Verigy's confidential information. Any disclosure without Verigy's prior written consent could cause irreparable harm and significant injury that monetary damages may be inadequate to remedy.~~

(Signature)
 Lynn Claffy
 Verigy Legal
 Dept.

This Quotation is valid only for the period indicated. All Products and Services quoted are subject to the then current version of the Verigy Terms and Conditions for Semiconductor Test Systems (ATE16) or the Verigy Service and Support Terms and Conditions (E16S), the applicable Verigy service and support exhibits, the Verigy software license terms, and/or other applicable Verigy terms referenced herein or attached hereto. A copy of the relevant Verigy Terms & Conditions is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. Subject to the applicable terms that may apply to specific Verigy Products or Service and Support, which are referenced herein or attached hereto, if you have a previously signed agreement with Verigy covering such Products and Services and Support, the terms of that agreement will apply. Verigy expressly objects to any different or additional terms in your request for quotation and any resulting purchase order, unless agreed to in writing by Verigy.

Commodities, technology or software exported from the United States of America (U.S.) or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Verigy will make commercially reasonable efforts to meet the shipment and/or delivery dates set forth in this Quotation, provided, however that any shipment and/or delivery dates specified by Verigy are estimates only. There are a number of factors that could effect and or even delay shipment and/or delivery, including without limitation, changes in carrier or transit method, manufacturing capacity, actual lead times, the unavailability of components or parts or other events that are outside the reasonable control of Verigy. Customer's sole remedy for Verigy's unreasonable delay in shipment and/or delivery of the product(s) or service and support is to cancel the order.

Some newly manufactured products may contain, and Verigy Service and Support may use, remanufactured or refurbished parts, which are equivalent to new in performance. Remarketed or demonstration products will be comprised of or supplied from refurbished or demonstration inventory. All products will be tested ensuring they meet performance specifications and will be warranted as new in performance. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have there under.

Exhibit ATE16 TERMS AND CONDITIONS FOR SEMICONDUCTOR TEST SYSTEMS

These Terms and Conditions ("Terms") govern the sale of Products and Support and the license of Software by Verigy Ltd. and its subsidiaries ("Verigy").

1. DEFINITIONS

- a) "Applicable Trade Term" means the term defined in Incoterms 2000, agreed by the parties, and documented in the quotation.
- b) "Delivery" means the date when Verigy places the Product(s) at Customer's or Customer's representative's disposal at the address agreed to by Verigy in accordance with the Applicable Trade Term.
- c) "Product(s)" means Systems or any hardware sold or Software licensed under these Terms that are determined by Verigy to be available from Verigy upon receipt of Customer's order. "Custom Products" means Products manufactured or configured to meet Customer requirements.
- d) "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Customer under these Terms.
- e) "Specifications" means specific technical information about Products, which is published by Verigy in effect on the date Verigy ships Customer's order.
- f) "Support" means any standard service such as hardware maintenance, calibration and repair; Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Customer requirements.
- g) "Systems" means Verigy semiconductor test systems, specifically, memory test, systems-on-a-chip test, RFIC test, mixed-signal test.

2. PRICES

- a) Unless otherwise indicated on the quotation, prices include shipping and handling charges to the address agreed to by Verigy in accordance with the Applicable Trade Term. Prices are valid for the period indicated on the quotation. Support prices, except for prepaid and Custom Support, may be changed by Verigy upon sixty (60) days written notice.
- b) Non-US-Dollar prices are based on local currency prices in effect at the time of quotation. If the total order exceeds US \$500,000 and Delivery exceeds six (6) months from the date of order, prices will be subject to an adjustment at the time of shipment due to changes in the exchange rate between the local currency and US Dollar spot rate published by the US Federal Reserve. This adjustment is applicable only if the change in the exchange rate at the time of order to date of shipment exceeds plus or minus ten percent (+/-10%).
- c) Prices exclude any sales, value added or similar tax and any import duties all of which will be payable by Customer in addition to the purchase price if applicable. If exemption from taxes is claimed, Customer must provide a certificate of exemption.

3. ORDERS, CANCELLATIONS AND RETURNS

- a) All orders are subject to acceptance by Verigy. Product orders must specify Delivery within six (6) months from order date.
- b) Customer may cancel orders for Products (except Custom Products and Systems) prior to shipment at no charge. Cancellation of orders or rescheduling shipment for Custom Products will be subject to Verigy's approval. Cancellation of a Support order will be subject to applicable charges. Information regarding applicable Support cancellation charges is available upon request.
- c) Product returns will be subject to Verigy's approval and return/refurbishment charges.

Exhibit ATE16

TERMS AND CONDITIONS FOR SEMICONDUCTOR TEST SYSTEMS

- d) System orders require manufacture of Customer-specific configurations. Any changes to Delivery dates or configurations after the initial order date may require a revised quotation and/or price change.
- e) Customer may cancel any order for Systems at no cost and without liability upon written notice to Verigy at least ninety-one (91) days prior to scheduled Delivery. Cancellation of an order for Systems between sixty-one (61) and ninety (90) days prior to scheduled Delivery will be subject to a cancellation charge of twenty (20%) percent of the net System price; cancellation between thirty-one (31) and sixty (60) days prior to scheduled Delivery will be subject to a cancellation charge of forty (40%) percent of the net System price; and cancellation thirty (30) days or less prior to scheduled Delivery will be subject to a cancellation charge of sixty (60%) percent of the net System price. Any cancellation of an order for Systems modified by mutual agreement to meet Customer-requested changes will be subject to a cancellation charge of up to one hundred (100%) percent of the net System price.
- f) System orders where the Delivery date is rescheduled and subsequently cancelled by Customer will be subject to cancellation charges as set forth in Section 3(e) above. The date Customer initially reschedules the Delivery date will be used to determine the cancellation charge. Customer rescheduled Delivery dates that result in orders that are not delivered within six (6) months of the original order date are deemed to be cancelled and are subject to cancellation charges as set forth in Section 3(e) above.

4. SHIPMENT, TITLE AND RISK OF LOSS

- a) Verigy will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Verigy is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.
- b) Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Verigy in accordance with the Applicable Trade Term.

5. INSTALLATION AND ACCEPTANCE

- a) For Products (including Systems) with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Verigy, or when Customer uses the Product for any purpose other than demonstrating acceptance procedures. Installation is complete when the Product passes Verigy's installation and test procedures. For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery.
- b) Any special acceptance procedures must be agreed to by Verigy's authorized representative in writing prior to receipt of Customer's order and will be subject to additional charges.
- c) If Customer schedules or delays installation or acceptance of Products with installation included in the purchase price more than thirty (30) days after Delivery, Customer acceptance of the Products will occur on the thirty-first (31st) day after Delivery.

6. PAYMENT

- a) Payment terms are subject to Verigy credit approval. Payment for Products (excluding semiconductor test Systems) or Support, which are not part of a semiconductor test, System is due net thirty (30) days from Verigy's invoice date. Payment for the first semiconductor test System model ordered that includes Verigy installation in the purchase price are eighty (80%) percent upon Delivery and twenty (20%) percent upon installation, due thirty (30) days from Verigy's invoice date. Payment for subsequent Systems of the same model are one hundred (100%) percent upon Delivery, due thirty (30) days from Verigy's invoice date. Invoices for contractual Support will be issued in advance of the Support period. Verigy may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.

Exhibit ATE16 TERMS AND CONDITIONS FOR SEMICONDUCTOR TEST SYSTEMS

- b) If payment is not received in accordance with the payment terms set forth in a) above, then Verigy, at its sole option, may assess a late payment fee from the date of Delivery on a month-to-month basis at a rate of one and one half (1.5%) percent per month, or the maximum permitted by law, if less.
- c) Verigy may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Verigy agreement if, after ten (10) days written notice, the failure has not been cured.

7. WARRANTY

- a) Each Product (including Systems) will receive a global warranty. A global warranty includes the standard warranty for the country of purchase. If a Product is moved to another country, the destination country's standard warranty will apply except for on-site warranty where Verigy does not have an applicable Product specific support presence or authorized representative in that country.
- b) Product (including Systems) warranty information is available with Products, on quotations, or upon request. Unless otherwise indicated on the quotation, Verigy's warranty period for Systems is twelve (12) months. The warranty period begins on Delivery or the date of installation if installed by Verigy. If Customer schedules or delays installation by Verigy more than thirty (30) days after Delivery, the warranty period begins on the thirty-first (31st) day after Delivery. Customer may receive a different warranty when the Product is purchased as part of a system.
- c) Verigy warrants Verigy hardware Products against defects in materials and workmanship, and further warrants that such Products conform to Specifications.
- d) Verigy warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Verigy. Verigy further warrants that Verigy owned standard Software will substantially conform to Specifications. Verigy does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- e) Verigy does not warrant that the operation of Products will be uninterrupted or error free.
- f) If Verigy receives notice of defects or non-conformance as defined in Sections 7(c) and 7(d) during the warranty period, Verigy will, at its option, repair or replace the affected Product(s). Customer will pay expenses for return of such Product(s). Verigy will pay expenses for shipment of repaired or replacement Product(s). If Verigy is unable, within a reasonable time, to repair or replace the affected Product(s), Customer will be entitled to a refund of the purchase price upon prompt return of the Product(s) to Verigy.
- g) Verigy warrants that Verigy Support will be provided in a professional and workmanlike manner. For ninety (90) days from the date of repair Verigy will replace, at no charge, defective parts used in Verigy's repair of Products
- h) Some newly manufactured Verigy Products may contain and Verigy Support may use remanufactured parts, which are equivalent to new in performance.
- i) Verigy reserves the right to invalidate Customer's warranty for Products with an on-site warranty, or Products that have been installed by Verigy, in the event Customer relocates such Products. Customer's warranty for such Products may be reinstated provided Verigy verifies, at Customer's expense, such Products are in good operating condition
- j) The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or a third party not authorized by Verigy; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.

Exhibit ATE16

TERMS AND CONDITIONS FOR SEMICONDUCTOR TEST SYSTEMS

- k) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VERIGY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

8. SUPPORT

- a) Customer may order Support from Verigy's current Support offering as available. Orders for Support are also subject to the Product specific Support terms and the terms indicated on the quotation.
- b) To be eligible for a Support agreement, Products must be at current specified revision levels and may require Verigy's certification, at Customer's expense, that Products are in good operating condition.
- c) Product relocation may result in additional Support charges and modified service response times. Support of Products moved to another location is subject to availability.
- d) Customer is responsible for removing any products not eligible for Support to enable Verigy to perform Support services. Additional charges, computed at Verigy's standard rates, may be incurred for any extra work caused by such products.
- e) Support does not cover any damage, defects or failures caused by:
- 1) use of non-Verigy media, supplies and other products;
 - 2) site conditions that do not conform to Verigy's site specifications; or
 - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non- Verigy employees or subcontractors, or other causes beyond Verigy's control.
- f) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when Verigy provides Support services at Customer's site. Customer will notify Verigy if Products are being used in an environment, which poses a potential health hazard to Verigy employees or subcontractors. Verigy may require Customer to maintain such Products under Verigy supervision.
- g) Additional Verigy Support coverage (extended warranty, warranty upgrades) may be purchased at the time of Product purchase Verigy
- h) Subject to Section 3(b) above, Customer may cancel a Support agreement upon sixty (60) days written notice. Upon sixty (60) days written notice, Verigy may cancel a Support agreement.

9. LICENSES

- a) Verigy grants Customer a worldwide, non-exclusive license to use the Software for internal purposes in accordance with the documentation provided with the Software. Such documentation may include license terms provided by Verigy and Verigy's third party suppliers, which will apply to the use of the Software and take precedence over these license terms. In the absence of documentation specifying the applicable license, Customer is granted the right to use one copy of the Software on one system, or as otherwise indicated on the quotation
- b) Customer's Software license is transferable upon Verigy's receipt of the name, address and location of transferee and payment of any applicable fees to the extent permissible under local laws. Customer will immediately upon transfer deliver all copies of the Software to the transferee. The transferee must agree in writing to Verigy's Software license terms. In addition, Customer's license terms will be binding on involuntary transferees, notice of which is hereby given. Customer's license will automatically terminate upon transfer.

Exhibit ATE16

TERMS AND CONDITIONS FOR SEMICONDUCTOR TEST SYSTEMS

- c) The Software is owned and copyrighted by Verigy or its third party suppliers. Verigy and its third party suppliers retain all right, title and interest in the Software. Third party suppliers may protect their rights in the Software in the event of any violation of these license terms.
- d) Customer will not disassemble or otherwise modify the Software without written authorization from Verigy, except as permitted by law. Customer may not copy the Software onto any public or distributed network.
- e) Verigy may terminate Customer's license upon notice for breach of these license terms. Customer must destroy all copies of the Software immediately upon notice of termination.
- f) Software and technical data rights granted to the federal government include only those rights customarily provided to end user Customers. Verigy provides this customary commercial license in Software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

10. INTELLECTUAL PROPERTY CLAIMS

- a) Verigy will defend or settle any claim against Customer that Products (excluding Custom Products) delivered under these Terms infringe an intellectual property right in the country where the Products are used or sold, provided Customer promptly notifies Verigy in writing, and cooperates with and provides control of the defense or settlement to Verigy, to the extent legally permissible.
- b) In the event of an infringement claim under Section 10(a), Verigy will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Verigy may, at its option, modify the Product, procure any necessary license, or replace it. If Verigy determines that none of these alternatives is reasonably available, Verigy will refund Customer's purchase price upon return of the Product.
- c) Verigy has no obligation for any claim of infringement arising from:
 - 1) Verigy's compliance with, or use of, Customer's designs, specifications, instructions or technical information;
 - 2) Product modifications by Customer or a third party;
 - 3) Product use prohibited by Specifications or related application notes; or
 - 4) Use of the Product with products not supplied by Verigy.
- d) These terms state Verigy's entire liability for claims of intellectual property infringement.

11. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will Verigy, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b) To the extent that limitation of liability is permitted by law, Verigy's liability to Customer is limited to US \$5,000,000, except that Verigy's obligation to make warranty refunds under Section 7 is limited to the Product purchase price.
- c) The limitations set forth in Sections 11(a) and 11(b) above will not apply to infringement claims under Section 10, or to damages for bodily injury or death.
- d) The remedies in these Terms are Customer's sole and exclusive remedies.

Exhibit ATE16 TERMS AND CONDITIONS FOR SEMICONDUCTOR TEST SYSTEMS

12. GENERAL

- a) Verigy will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- b) Customer may not assign or transfer a Support agreement without Verigy's prior written consent. Any attempted assignment or transfer without such consent will be void. As conditions to such consent; (i) the assignee or transferee must agree in writing to the applicable Verigy Support terms; (ii) Verigy may require that all Products included within a Support agreement are in good operating condition; and (iii) Verigy may impose applicable charges in connection with the assignment or transfer. Customer may not assume a Support agreement in connection with any bankruptcy proceedings without Verigy's written consent.
- c) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
- d) Customer who exports, re-exports, transfers or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable U.S. and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S. and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. Verigy may suspend performance if Customer is in violation of applicable laws or regulations.
- e) Disputes arising in connection with these Terms will be governed by the laws of the State of ~~California~~. *Utah.*
- f) Provisions herein, which by their nature extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled. *dc*
- g) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights. *Lynn*
- h) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect. *Clabby*
- i) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. *Verigy*
- j) These Terms constitute the entire agreement between Verigy and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these Terms, which may not be changed except by an amendment signed by an authorized representative of each party. *Legal Dept*

CHANNEL CARD FEATURE LICENSE TERMS

ATTENTION: ACTIVATION AND USE OF ANY HARDWARE FEATURES AVAILABLE ON YOUR 93000 SERIES TESTER CHANNEL CARD IS SUBJECT TO THE FOLLOWING LICENSE TERMS. YOUR ACTIVATION OR USE OF ANY CHANNEL CARD HARDWARE FEATURE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

1. General Terms

- a) When you purchase a Verigy 93000 Series Tester Channel Card (the “Tester Card”), that Tester Card is equipped with certain scalable resources (“Hardware Features”). To activate a Hardware Feature, you must order and purchase a license from Verigy to access and use the corresponding Hardware Feature (a “Feature License”).
- b) Upon your purchase of a Feature License, you will receive a Channel Card Feature Entitlement Certificate (“Entitlement Certificate”). The Entitlement Certificate will indicate the specific Hardware Feature values you have the right to use and the period of time during which you may use them. The Entitlement Certificate will also indicate the number of Feature Licenses you have ordered and an Entitlement ID number necessary for the License Activation Process.
- c) A Hardware Feature may then be enabled by following the License Activation Process described in your Product Documentation. The Feature License will commence upon the date of activation and will continue for the time period defined in the Entitlement Certificate (the “Term”). The Expiration Date is recorded in the FlexNet Publisher Authorization Code that is sent to you for installation on your designated FlexNet Publisher License Server.
- d) These License Terms (Exhibit E373), along with your Entitlement Certificate(s) and your FlexNet Publisher File(s) govern your activation and use of the Hardware Features embedded within your Tester Card. To the extent of any conflict between these License Terms and the terms or descriptions in the Entitlement Certificates or in the FlexNet Publisher Files, these License Terms will control and take precedence.

2. Definitions

- a) “Products” means the Tester Card, Feature Licenses, Product Documentation, Verigy support services or other products or services purchased or provided under these License Terms.
- b) “Annual Renewal” means repeating the License Activation Process during the month of January in order to renew Feature Licenses that have an Expiration Date of 31-January of the current year.
- c) “Entitlement Certificate” means that document evidencing your order of a quantity of Feature Licenses for a specific range of Hardware Feature values for the Term, and providing you the information necessary to receive your FlexNet Publisher Authorization Codes.
- d) “Expiration Date” means that date after which your Feature License is no longer valid and which date is recorded in the FlexNet Publisher Authorization Code.
- e) “Feature License” means the Term limited authorization provided to you by Verigy to allow you to Use a specific set of Hardware Feature values as specified in these License Terms and in your Entitlement Certificate.
- f) “FlexNet Publisher Authorization Code” means a character string created by Verigy and sent to you during the License Activation Process for installation on a License Server that enables the use of the corresponding Hardware Feature. A FlexNet Publisher Authorization Code defines a specific range of Hardware Feature values, an Expiration Date for the Feature License, and the quantity of such Feature Licenses.
- g) “FlexNet Publisher File” means a collection of one or more FlexNet Publisher Authorization Codes recorded in a file on a computer storage device.
- h) “FlexNet Publisher License Server” means the computer that acts as the FlexNet Publisher Authorization Code repository and that grants available FlexNet Publisher Authorization Codes to requesting 93000 Tester controller computers over a network, in order to enable the corresponding

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Hardware Features. Your FlexNet Publisher License Server must be selected and identified by you during the License Activation Process, per the guidelines in the Verigy 93000 Series Tester Manual, and cannot be changed once the FlexNet Publisher Authorization Codes are received.

- i) "Floating Use" means Use on any Tester Card within any Verigy 93000 Series Tester.
- j) "Hardware Features" means the scalable resources embedded in your Tester Card (including any software) that may be enabled in sequential, incremental values, through purchase of Feature Licenses and subsequent installation of their corresponding FlexNet Publisher Authorization Code.
- k) "License Activation Process" means the web-based process described in the Product Documentation that establishes the Term during which your Feature License is authorized, and results in the delivery of a corresponding FlexNet Publisher Authorization Code for your License Server that will enable the Hardware Feature.
- l) "Node-Locked Use" means Use on any Tester Card within a single Verigy 93000 Series Tester designated by the controller computer associated with that Tester.
- m) "Product Documentation" means all manuals (including the Verigy 93000 Series Tester Manual), installation instructions, guides, data sheets or technical materials made available to you by Verigy to assist with use of Verigy Products.
- n) "Term" means the time period that you are entitled to use a Hardware Feature as defined in the Entitlement Certificate, beginning from the date the Feature License is activated pursuant to the License Activation Process.
- o) "Tester Card" means your Verigy 93000 Series Tester Channel Card and its Hardware Features.
- p) "Use" means accessing, executing and utilizing the Hardware Features of a Tester Card, including use of any accompanying Product Documentation.

3. License Grant

- a) In consideration of your purchase of the Tester Card and Feature Licenses, Verigy grants you a worldwide, non-exclusive right, without a right to sub-license, to Use the Hardware Feature associated with your Feature License for internal purposes in conjunction with your use of your Tester Card.
- b) Your Feature License gives you the right to Use a single channel pin for Floating Use or Node-Locked Use for the specific range of Hardware Feature values and specific time period set forth in the associated Entitlement Certificate; provided, however, that when a Feature License contains a range of Hardware Feature values not starting at zero (e.g. memory depth Hardware Feature values 16-32MB), you must either purchase or have purchased the Feature Licenses for the associated values starting at zero and extending to the value range requested (e.g. , memory depth Hardware Feature values 0-8MB and the memory depth Hardware Feature values 8-16MB).
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- e) You acknowledge that, to utilize your Feature License, you must install, or have installed, HPSmarTest Version 5.0 or a subsequent version on your 93000 Series Tester controller computer, and you must install the FlexNet Publisher software supplied by Verigy for the computer you designate as the FlexNet Publisher License Server during the License Activation Process.

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- a) Feature Licenses or any other enabling rights purchased or received from any source other than Verigy or Verigy's authorized resellers will be deemed an unlicensed use of the Tester Card and will be grounds for termination of such Feature License and your right to Use the associated Hardware Features. In addition, any material breach of these License Terms will also be grounds for immediate termination of your Feature Licenses and the associated Hardware Features.
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5. Activation Process

- a) To activate our Feature License, you must go to the following Website: http://www.verigy.com/go/license_activation and enter the Entitlement ID. You must then follow the instructions to submit your license request. Your FlexNet Publisher File will be e-mailed to you within one (1) business day. Your Floating Use Feature Licenses may be shared between a single channel (pin) on any Tester Card, one use at a time, per license. For Floating Use Feature Licenses, you must designate one computer on your network as the FlexNet Publisher License Server, which will be accessible by all 93000 Series Tester controllers connected to the test heads containing the Tester Cards among which you wish to share this capability. Your Node-Locked Use Feature Licenses may be shared between a single channel (pin) on any Tester Card within a single Verigy 93000 Series Tester, one use at a time, per license. For Node-Locked Use Feature Licenses, you must designate one computer on your network as the FlexNet Publisher License Server, which will be accessible by the designated 93000 Series Tester controller connected to the test head containing the Tester Cards among which you wish to share this capability.
- b) Criteria for selecting the FlexNet Publisher License Server are presented in the License Installation Instructions within the Product Documentation. Prior to activating your Feature License, you will need the *hostname* and *host-id* for the FlexNet Publisher License Server computer. Instructions to obtain this information are available in the License Installation Instructions.
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Verigy or its designated independent auditor the necessary access to your FlexNet Publisher Files, Feature Licenses, records, site, and systems in which your Tester Card operates, as reasonably necessary to conduct an audit of your Use. Your refusal to allow such inspection, upon reasonable notice, for evidence of compliance is grounds for a mandatory termination of these License Terms, at Verigy's sole discretion. If the audit reveals that you have underpaid any amounts due, Verigy will invoice you, and you hereby agree to pay the amount of the underpayment, plus interest, from the date payment was due. If the underpayment is more than 5% of the amount properly due, you also will pay Verigy's audit expenses, and Verigy may, in its discretion, terminate your license.

7. Support Information

- a) You may purchase support for your Tester Card and associated Hardware Features. You may also access Verigy's 93000 Series intrinsic support website or contact your Verigy Sales Representative at any time free of charge.
- b) Standard product training is not included in these License Terms or in Verigy's support agreements. In the event you wish to have training, Verigy will provide you a list of courses at Verigy's training locations utilizing standard published prices. Should you elect on-site training, Verigy will provide such training at mutually agreed upon rates.

8. Warranties

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- f) "FlexNet Publisher File" means a collection of one or more FlexNet Publisher Authorization Codes recorded in a file on a computer storage device.
- g) "FlexNet Publisher License Server" means the computer that acts as the FlexNet Publisher Authorization Code repository for Floating Feature Licenses and that grants available FlexNet Publisher Authorization Codes to requesting computers over a network, in order to enable the corresponding Software Feature. Your FlexNet Publisher License Server must be selected and

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- i) "License Activation Process" means the web-based process described below that will enable your Software Feature and that establishes the Term during which your Feature License is permitted. The License Activation Process results in the delivery to you of a corresponding FlexNet Publisher Authorization Code for your computer for Node-Locked Use or for your FlexNet Publisher License Server for Floating Use.
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- c) Criteria for selecting the FlexNet Publisher License Server when required for a Floating Feature License are presented in the installation instructions within the product documentation. You acknowledge that, to utilize your Floating Feature License you must install, or have installed, the FlexNet Publisher software supplied by Verigy for the computer you designate as the FlexNet Publisher License Server during the License Activation Process.
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