

## Teradyne (Asia) Pte., Ltd. Software License Agreement

TSL No. \_\_\_\_\_

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In consideration of the mutual covenants contained herein, the parties agree as follows:

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- d) Licensee shall allow Teradyne to monitor compliance with these conditions in a manner that does not interfere with normal business operations.
- e) Licensee shall not export, re-export or release the Software, the source code for the Software, or any Product incorporating any Software to a national of a country or to any country to which restrictions are applied from time to time by applicable laws, including but not limited to, the export laws of the United States, except in full compliance with said laws.
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**3) Third Party Software.** Teradyne makes no grant of license or warranty to any third party software, source code, applications or open source software not delivered by Teradyne (hereinafter “Third Party Software”), whether or not such Third Party Software is required for use of the Software. Licensee is responsible for securing all licenses for Third Party Software. When Third Party Software is delivered by Teradyne to Licensee, the license terms applicable to that Third Party Software supersede any conflicting terms in this Agreement as applied to that Third Party Software.

## 4) Security.

- a) The Software is installed on Licensee’s systems and networks and Licensee is solely responsible for the physical and environmental security of those systems and networks. When on site, if requested by Licensee, Teradyne personnel will comply with Licensee’s physical and environmental, or access, use and security policies, rules, and procedures (“Security Procedures”) pertaining to Licensee’s systems and networks to which they have agreed in advance.
- b) Access to the Software, as installed on Licensee’s systems and networks, is managed and controlled solely by Licensee and not by Teradyne. Where Teradyne personnel require remote access to those systems for the purpose of providing maintenance and support services, if requested by Licensee, they will comply with Licensee’s Security Procedures, including policies pertaining to user credentials, to which they have agreed in advance.

- c) Teradyne is not responsible for and makes no representation, warranty, or assurance as to the adequacy or sufficiency of Licensee's Security Procedures and therefore shall not be responsible of any Security Incidents caused for reasons of inadequacy or insufficiency of Licensee's Security Procedures.

## 5) Security Incidents.

- a) Licensee shall immediately report to Teradyne any attempted, actual or suspected breach of security or unauthorized access to, corruption of, or theft, loss or ransom of data that in any way may affect, involve or implicate the Teradyne Software or Product (each, a "Security Incident"). The report of the Security Incident shall at a minimum include the type of breach or unauthorized access, the loss, the scope of such (or the anticipated scope) as well as any vulnerabilities discovered in the Software or Product or any other necessary information Teradyne may request for the purpose of investigation on such Security Incident.
- b) The parties shall work together, communicating regularly and advising their respective senior management, to identify the root cause of the Security Incident, the nature of the data accessed, corrupted, stolen, lost, or ransomed, and any regulatory or insurance reporting requirements that may be applicable, and any remedial measures that the parties should take, all in consultation with senior management.
- c) The parties shall not disclose the fact that a Security Incident has occurred, or any information pertaining to the Security Incident or its cause or data that may have been affected, except and then only to the extent required to do so by law, regulation, or court order, or except as agreed by the parties' senior management, and the parties shall inform their personnel accordingly, instructing all personnel to refer any third party inquiries to senior management.

**6) Limited Warranty of Performance.** The following warranty is applicable solely to Software that is delivered apart from, and not embedded in, a Teradyne Product.

- a) Teradyne warrants that, for a period of one year from the date of delivery of the Software, the Software will function in substantial accordance with its related user documentation. If Licensee notifies Teradyne within the warranty period that it suspects an error in the program logic of the Software, Teradyne shall use reasonable commercial efforts to confirm the existence of such error. If the error is confirmed, Teradyne shall undertake, at no charge to Licensee, sufficient efforts as it determines necessary to:
  - (i) Apply a temporary correction; or
  - (ii) Develop a workaround if the test system, equipment or instrument associated with the Software is inoperable.
- b) If Teradyne determines that neither (i) nor (ii) is practical, then Teradyne may satisfy its warranty obligations by returning any license fee paid upon Licensee's return of the Software.
- c) Warranty service is provided remotely and does not include onsite services, for which additional charges apply.

- d) If Teradyne reasonably determines that no such error exists, Licensee agrees to pay Teradyne for its services at Teradyne's standard charges, including charges for onsite services where requested.
- e) This warranty extends to the original Licensee only, and applies only to the then current unaltered form of the Software. This warranty does not apply to Third Party Software.
- f) This Section states the sole remedy of Licensee and exclusive liability of Teradyne for breach of this warranty.

## 7) Warranty of No Malicious Code.

- a) Teradyne warrants that at the time of its delivery to Licensee, the Software, and any updates to the Software, do not contain disabling code (defined as computer code designed to interfere with the normal operation of the Teradyne Product with which it has been provided and/or with which it is used), monitoring device, or any program routine, device, backdoor or other undisclosed feature, including but not limited to, viruses, worms, Trojan horses, malware, ransomware or other malicious code that is specifically designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm Licensee's systems or data or the Teradyne Product.
- b) The foregoing warranty expressly excludes, and Teradyne makes no warranty with respect to, any Third Party Software.
- c) As Licensee's sole remedy for any breach of the foregoing warranty, Teradyne shall, at its sole cost and expense,
  - (i) Redeliver the Software without the disabling code and
  - (ii) If practical, use its commercially reasonable efforts to restore or cause to be restored all data, systems and software that have been lost or damaged as a result of such breach.
- d) The foregoing warranty is conditioned on (1) Licensee's having mitigated its damages, including without limitation by following its own Security Procedures (which shall not be less than best practices), backing up and encrypting all data and installing and operating the most recent versions of virus and malware detection software, and informing itself of and mitigating known vulnerabilities; (2) Licensee having mitigated its damages by adhering to and complying with this Agreement; (3) Licensee has adopted adequate and sufficient Security Procedures to ensure the physical and environmental security of its systems and networks.

## 8) Disclaimer and Limitations.

- a) **TERADYNE MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS RESPECTS THE SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT.**
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**ACTION, SHALL NOT EXCEED THE TOTAL OF LICENSE FEES PAID BY LICENSEE FOR AND ALLOCABLE TO THE SOFTWARE.**

- 9) Termination.** Teradyne may terminate this Agreement for
- a) Any material failure of Licensee to perform its obligations under this Agreement that is not remedied within thirty (30) days of written notice, or
  - b) Licensee's failure to pay any license or other fees related to an item or items of Software, or
  - c) Licensee's ceasing to do business or filing or having filed against it a petition in bankruptcy.

On termination of this Agreement, the license granted hereunder shall terminate and, if possible, Licensee shall return or render inoperable to Teradyne's satisfaction the Software and related user documentation. Sections 2, 3, 5(c), and 8 through 10 of this Agreement shall survive the expiration or termination of this Agreement.

**10) General.** Any change to this Agreement must be in writing, signed by both parties. The laws of the Commonwealth of Massachusetts will govern the interpretation and enforcement of this Agreement. The terms of Licensee's purchase order or other ordering documents that purport to amend or supersede this Agreement are rejected. This Agreement is not assignable or delegable by Licensee without Teradyne's consent.

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Teradyne (Asia) Pte., Ltd.

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