



Master Software License Agreement

January 1, 2015

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UPGRADES

From time to time LTX-Credence may release upgrades to the Software in the form of new versions, patches, bug fixes, or other improvements to the Software. If Customer purchases, receives or downloads an upgrade, this Agreement will automatically be extended to include both the original version of the Software and the upgrade.

TERM

This Agreement is effective until terminated. Customer may terminate this Agreement at any time upon written notice to LTX-Credence. LTX-Credence or any third party from whom LTX-Credence may have obtained a respective licensing right may immediately terminate this Agreement if Customer fails to comply with any material term or condition of this Agreement and all related agreements. Upon termination of this Agreement, Customer shall immediately discontinue all use of the Software and either return to LTX-Credence or destroy the Software, all associated documentation, and all Proprietary Information, together with all copies thereof in any form, and provide to LTX-Credence written certification of its compliance with this Section.

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GENERAL

This Agreement contains the entire agreement between the parties with respect to the subject matter. Any modifications of this Agreement must be in writing and signed by LTX-Credence. Neither this Agreement nor the license rights granted by and through this Agreement are assignable or transferable by Customer without the prior written consent of LTX-Credence. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods). The parties agree

that the jurisdiction and venue of any action with respect to the transactions contemplated herein shall be the state or federal courts in Boston, Massachusetts, and each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. In any action to enforce this Agreement, the prevailing party will be entitled to recover all of its costs and expenses, including its reasonable attorney's fees. To the extent EC law is applicable, the restriction on reverse engineering is limited to prohibit such activity to the maximum extent without violating the EC Directive on the legal protection on computer programs. If any of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

For More Information

For more information on the topics discussed in this document, please contact:

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