

SYSTEMS TEST GROUP SUPPORT & SERVICE SUPPLEMENT

The following terms and conditions, including the Definitions Attachment attached hereto (collectively, the "Supplement"), supplement and are in addition to the Systems Test Group d/b/a Assembly Test Division Terms and Conditions of Sale of Teradyne, Inc. ("Teradyne") and/or such other terms and conditions as are mutually agreed upon in writing between the parties ("Terms and Conditions of Sale") in those instances when Customer purchases hardware maintenance support services and/or software support from Teradyne. In the event of a conflict between the terms and conditions of this Supplement and the Terms and Conditions of Sale, the terms and conditions of this Supplement shall control. The Terms and Conditions of Sale and this Supplement shall be deemed to incorporate (i) the description of the hardware maintenance services or software support and (ii) the description of the Teradyne test system ("system"), both as contained in the service quotation provided to Customer by Teradyne that is the subject of the purchase order/agreement between the parties to which this Supplement applies. In any event the Terms and Conditions of Sale along with the terms and conditions of this Supplement shall be deemed to constitute a unified agreement. All references herein to "service" shall be deemed to refer to hardware maintenance services, and all references herein to "support" (other than Partnership Support Services which refers to a particular hardware maintenance service program) shall be deemed to refer to software support.

1. ORDERING OF SUPPORT AND/OR SERVICES, TERM/RENEWALS, PRICE CHANGES

1.1 Customer may only order services or support by issuing a purchase order referencing a valid Teradyne quotation. In order to purchase the services or support described hereunder Customer must place all systems and associated components at an individual site under a services or support contract.

1.2 The Term of this Supplement for each separate Customer order shall commence on the later of: (a) the expiration of the warranty for the system or software to be covered, as applicable, (b) successful completion of a pre-contract inspections for all service or support, or (c) the date that Customer's purchase order is accepted by Teradyne (the "Effective Date"). The term of the support or service shall be the period identified in the Teradyne quote based on the service to be provided.

2. SERVICE DEFINITION

2.1. Preventive Maintenance provided as a part of services, if applicable, is defined as periodic:

2.1.1. Inspection, cleaning, and/or replacement of filters, fans, drive belts, lamps, brushes, electric motors, etc., as prescribed in the applicable Teradyne maintenance publications.

2.1.2. Lubrication and adjustment of equipment as prescribed in the applicable Teradyne maintenance publications.

2.1.3. - Performance of Teradyne's standard tests and diagnostics designed to verify proper system operation.

2.2. Remedial Maintenance provided as a part of services, if applicable, is defined as:

2.2.1. Repair or replacement of parts necessary to restore a system to Teradyne's prescribed operational standards.

2.2.2. Performance of Teradyne's standard tests, operational verifications, and diagnostics necessary to verify proper system operation that is required to be performed on an annual basis. 2.2.3 Services provided hereunder may be performed by a Teradyne authorized third party. Such services may include repair services, annual calibration and certification services.

2.3. Engineering Changes provided as a part of services, if applicable, are defined as:

2.3.1. Hardware modifications designed by Teradyne to improve performance or increase reliability or safety standards of the system.

3. ELIGIBILITY OF PARTS AND SOFTWARE

3.1. Teradyne-supplied systems and software may be eligible for inclusion under a service or support contract immediately upon expiration of the applicable system or software warranty or the applicable existing support or service contract subject to prior agreement by Teradyne. Teradyne-supplied parts added to the system are eligible for inclusion under this service agreement, if applicable, immediately upon expiration of the warranty for the part. Any additional fees for such inclusion will be quoted separately by Teradyne.

3.2. All other non-Teradyne-supplied systems and/or parts to include under this service agreement, if applicable, are subject to a pre-contract inspection and acceptance by Teradyne prior to the commencement date. The pre-contract inspection may be subject to additional fees, which will be quoted separately by Teradyne.

3.3. A lapse of 30 days or more between either the end of the warranty term for the equipment or software or the expiration of the applicable service or support contract and the effective date of the new service or support contract will require that the equipment or software pass a pre-contract inspection performed by Teradyne prior to the acceptance and commencement of the new service or support contract.

4. PRE-CONTRACT INSPECTION

If a pre-contract inspection is required, the following conditions apply.

4.1. Pre-contract Inspections for systems to be covered under a service agreement are intended to verify the integrity of all elements of a system prior to acceptance of the system for coverage under the maintenance service agreement.

4.2. Customer will be charged for all labor and parts required to perform such inspection as well as Teradyne's travel expenses, meals, and lodging.

4.3. An itemized list of all deficiencies which must be corrected prior to acceptance of the system for coverage will be provided to Customer, along with the estimated parts and labor cost to correct such deficiencies.

4.4. Customer is responsible for all charges incurred in restoring the equipment to proper operating condition at Teradyne's per-call rates and terms in effect at that time.

5. PERIOD OF SERVICE AVAILABILITY

5.1. Payment by Customer for support and/or services entitles Customer to on-call support and services, as applicable, during normal regional business hours excluding Teradyne observed holidays.

5.2. Preventive maintenance, if applicable, shall be performed where the system is located (unless otherwise indicated by Teradyne) during the period of service availability at a time mutually agreeable to Customer and Teradyne.

6. PER-CALL POLICY

6.1. Customer requests for support and/or services to be performed beyond the hours specified in Section 5.1 of this Supplement will be furnished at Teradyne's standard per-call rates and terms then in effect, subject to availability of Teradyne personnel.

7. WARRANTY

7.1. Teradyne warrants that the service and/or support will be performed in a good and workman like manner. Teradyne does not warrant any amount of uptime and shall have no liability regarding any failure of any system or part to perform. Customer's sole remedy for claims and Teradyne's sole liability under this Section 7.1 is for Teradyne to re-perform the applicable service and/or support in conformity with this warranty.

7.2. Teradyne warrants that new parts, if any, provided under this Supplement will be free from defects in workmanship and materials for a period of ninety (90) days after delivery of the same. This warranty applies only to normal use of the parts and shall be void if Teradyne determines that defects or non-conformities of the parts were caused by the Customer's negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the parts or the system. In addition, Teradyne shall not be liable for any damages incurred by Customer where such damages are the result of repair services, annual calibration or certification services performed by an unauthorized third party or a third party deemed unqualified by Teradyne.

7.4. Teradyne's sole remedy and Teradyne's exclusive liability for claims of part defect against Teradyne shall be the repair or replacement of the defective or non-conforming part.

7.5. THE ABOVE REFERENCED WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TERADYNE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

8. EXCLUSIONS FOR SERVICES

8.1. The provision of service is contingent upon the proper use of all systems and does not cover systems which have been modified without Teradyne's written approval, or which have been subjected to unusual physical or electrical stress.

8.2. Teradyne shall be under no obligation to furnish preventive or remedial maintenance services if:

8.2.1. Adjustment, repair or parts replacement is required because of accident, neglect, misuse, and failure of electrical power, air conditioning, humidity control, transportation, or cause other than ordinary use.

8.2.2. The system is removed from its location of initial installation and/or reinstalled without the prior written approval of Teradyne.

8.2.3. The documentation provided with the system is not intact and in usable condition. Customer is responsible for proper storage and security of this documentation.

8.2.4. If the system is running unlicensed software.

8.3. If service is required as a result of causes stated above, such service will be provided at Teradyne's applicable per-call rates and terms then in effect, subject to availability of Teradyne personnel.

8.4. Service excludes: (1) consumable or wear items including, but not limited to, ziff connectors, probes, probe holders, belts, fans, filters (filters are included only during scheduled preventive maintenance visits); (2) operating supplies or accessories, paint, or refinishing the system or furnishing materials for such purpose; (3) electrical work external to the systems or maintenance of accessories, alterations, attachments or other devices not supplied by Teradyne; and (4) replacement of media to include worn disk packs, magnetic tape, or aged or burned phosphor CRT surfaces.

8.5. Service charges for systems and/or parts added to this agreement will be at the rates in effect at the time the system and/or part is added.

8.6. Teradyne may withdraw individual types of service from future renewals of this agreement at the end of the initial term or thereafter upon three months prior written notice if the system cannot be properly or economically repaired on-site due to obsolescence, excessive wear or deterioration.

8.7 Teradyne regularly reviews parts and labor usage. If there is high usage, Teradyne will work with the customer to understand the root cause and to recommend corrective actions. If the appropriate corrective actions are not implemented, and, as a result, there is no reduction to the high usage, Teradyne reserves the right to change the terms of the agreement by either increasing the price or terminating the agreement. Both parties have the right to terminate the agreement at any point during the coverage period with a 90-day advance written notice.

9. ACCESS TO THE SYSTEM

9.1. Customer agrees to grant Teradyne at no charge, full and free access to all systems and/or software subject to the support and/or services which access shall include the use of any machines, attachments, features, software or other equipment, necessary to provide the specified services and/or support.

10. MOVEMENT OF EQUIPMENT/ SOFTWARE

10.1 To insure continuity of the support and/or services under this Agreement, Customer shall give Teradyne at least sixty (60) days' prior written notice of its intent to move any covered system and/or system upon which the software is installed.

10.2 Teradyne personnel shall supervise the dismantling and packing/unpacking of the systems. Teradyne shall inspect and reinstall the systems at the new location, and charge Customer for all such work performed at the per-call rates and terms then in effect. If Teradyne is not hired to perform this work then the moved systems shall be subject to a pre-contract inspection before being eligible for renewed support and/or services.

11. INSTALLATION OF ENGINEERING CHANGES

11.1 Teradyne reserves the right to install Engineering Changes and/or software modifications it deems necessary for improved reliability or safety on systems and/or software covered by this Supplement. Such changes will be made at no cost to Customer.

12. PARTS

12.1 In connection with its performance of services hereunder, Teradyne may utilize used parts provided such used parts are equivalent to new in performance.

12.2 In connection with repair/replacement of parts, Customer acknowledges: that Teradyne stocks parts for core system configurations and under most circumstances provides replacement service for these parts in a timely manner; that additional third-party parts that are integrated into a system configuration are only supported through Teradyne's Exact Swap (ESWP) repair service; that replacement time for ESWP parts can in some cases be as long as eight weeks.

12.3 Teradyne reserves the right, after inspection, to reject the repair of any part(s) that (i) are deemed non-repairable (ii) were previously altered by the Customer or Customer's third party service provider (iii) include non-standard Teradyne components, non-standard Engineering Change Orders or non-standard rework (non-certified IPC standards). If Teradyne rejects the part(s) for any of the reasons stated above Customer shall pay Teradyne for any expenses associated with Teradyne's initial inspection and the shipment of the part(s) back to the Customer

13. PARTNERSHIP SUPPORT SERVICES

13.1 Teradyne recommends that customers who purchase Partnership support services maintain a level of the third-party spare parts on site at Customer's facility to meet expected needs. The purpose of these spare parts is to ensure minimal downtime if system parts fail. If a Teradyne system part (i.e., an part provided by Teradyne that is not a third-party part) does fail, Teradyne can, in most cases, supply a replacement part in a timely manner. If a third-party part fails, downtime is dependent on the time required for the qualified third party provider to provide a replacement part and therefore such replacement time cannot be controlled by Teradyne. Teradyne is not responsible for any downtime experienced by Customer if the Customer has chosen not to purchase qualified third-party spare parts. Teradyne will, however, use reasonable business efforts to support its customers during any downtime. If multiple on site visits are required during such down time, the Partnership Support services fee for the subsequent Partnership Support services term may be increased during future renewal(s) and/or there may be a fee charged for future site visits under this Agreement. Therefore, Teradyne highly recommends that Customer purchase and maintain at its site an adequate supply of qualified third-party spare parts.

14. SOFTWARE SUPPORT

14.1 Teradyne offers a separate software support service for the systems' standard Teradyne supplied system software. This service may be bundled with a hardware

support agreement as described in the quotation. In addition, Teradyne also provides as part of software support standard patches and software updates, technical support bulletins, hot-line service, and web-based services. Other software, such as project and program specific software (i.e., any customized software) and third party software is not covered under software support and therefore additional fees shall apply (and will be quoted separately by Teradyne) if support is requested based on unique project or program requirements.

14.1.1. For Teradyne Commercial / Production Board Test Systems only: the software support described herein applies to specific version software (i.e., all Version Eight (V8.x) content) (hereinafter referred to "Specific Version Software") that is purchased together with the systems or separately as stand-alone software.

14.2 All updates, patches and other software provided by Teradyne are provided pursuant to the software license agreement currently in place between the parties, and if no such agreement exists, such software is deemed to be provided pursuant to the terms of Teradyne's standard Software License Agreement (SLA) and by utilizing the software Customer agrees to the terms of the SLA.

15. ADDITIONAL TERMS:

15.1 Teradyne's acceptance of liability, its service obligations and/or its performance guarantees are contingent upon Teradyne's authorized personnel or authorized third parties providing the required periodic service and calibration or certification of the systems that are the subject of this Supplement. In addition, the terms and conditions set forth herein relative to Teradyne's liability and service obligations shall be deemed null and void should Customer not renew the services the at the end of the Term.

15.2 Teradyne's Defense and Aerospace products and services are compliant with AS5553 requirements to source components only from franchised suppliers. The repairs that Teradyne performs will use parts from franchised suppliers wherever possible. In cases where the component is no longer available from a franchised supplier a part will be used from an alternative source. When an instrument is returned for the Exact Swap (ESWP) service, the customer will be informed if a non-franchised component has been used for the repair. For repair exchange services (RPD, SDS, BPS and MPS) the replacement part may contain non-franchised components, but has passed Acceptance Test Procedures (ATP) for that part. Non-Teradyne manufactured parts may contain non-franchised parts. For ESWP service for non-Teradyne manufactured parts the customer will be informed if, and only if, the manufacturer's repair center is AS5553 compliant and a non-franchised part is used in the repair. All products that are out of formal support may contain non-franchised components.