SynTest Technologies, Inc.
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Software License Agreement

This is a Software License Agreement ("Agreement") between you and SynTest Technologies, Inc. ("SynTest"). By downloading and/or installing the Software, you represent that you are of majority age and otherwise competent to enter into contracts, that you are duly authorized to represent the corporate entity for whom you accept the Software (collectively, "Customer"), and that you consent, on behalf of Customer, to be bound and become a party to all of the terms and conditions set forth herein, and as such, an agreement is then formed that is enforceable.

Software License

So long as Customer is in compliance with this Agreement, SynTest hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to use the software provided by SynTest ("Software"), in machine readable format (object code), solely for Customer's internal "Integrated Circuit" (or "IC") design and business purposes, within Customer's use area site (for purposes of this Agreement "use area site" means Customer's principal place of business and within a five (5) mile radius thereof). To facilitate telecommuting, Customer's employees may access and use the Software from their residence, provided such access is over secure networks (as such security is reasonably defined by SynTest) and such residence is not more than thirty (30) miles from Customer's use area site.

Customer may use the Software on only one (1) computer at a time and only for the purposes expressly provided herein. Customer shall not (i) reverse engineer; decompile, disassemble, or otherwise attempt to derive the source code for the Software, (ii) adapt, alter, translate, or create derivative works of the Software, or (iii) lease, rent, loan, sell, or otherwise transfer the Software to any third party. Customer also acknowledges that while the Software is intended for use in the design of integrated circuits, the Software itself is not intended, developed or licensed for use in the planning, construction, maintenance, or operation of nuclear facilities, or for the flight, navigation or communication of aircraft or ground support equipment, for military use, for use in medical or life support systems, or in any other inherently dangerous activity, and Customer agrees SynTest shall not be liable for any claims, losses, costs or liabilities arising from Customer or any third party's use of the Software within such applications. Customer may make one (1) copy of the Software in machine readable (object code) format solely for Customer's back-up or archive purposes only, provided that Customer reproduces all copyright and proprietary notices on the copy. Any use or attempted use of the Software in violation of the foregoing restrictions shall constitute a breach of this Agreement which will cause irreparable harm to SynTest, entitling SynTest to injunctive relief in addition to all legal remedies.

If SynTest provides written notice to Customer and Customer agrees that the purpose of this installation of the Software is for "evaluation", such use shall be for the limited term mutually agreed to in writing by the parties, without which, for a period that begins when the Software is first made available to Customer for electronic download and ends on the date of expiry of the Software access key/code. All evaluations shall be subject to the terms and conditions of this Agreement except that notwithstanding anything to the contrary in this Agreement or otherwise, all evaluations shall be provided "AS IS" and without any warranty of any kind, express, implied, or statutory, including without limitation, any warranty of title, noninfringement, merchantability, fitness for a particular purpose, informational content, or system integration. In addition, the use of the Software during any evaluation shall be for evaluation and testing purposes only and production use shall be strictly prohibited. In the event that Customer wishes to use the Software beyond the evaluation period, SynTest and Customer shall agree in writing to such extension/use, such writing to be attached hereto and thereby incorporated herein by this reference. In the absence of any such written extension, at the end of the evaluation period, Customer shall promptly return the Software to SynTest along with all related SynTest materials and documentation.

Benchmarks using this Software are permitted for internal use only. The benchmark results cannot be made public without the express prior written consent of SynTest.

Ownership

Customer acknowledges and agrees that the license to the Software and documentation is not a sale, and Customer is not an owner of any copy of the Software. All right, title, and interest including all copyrights and other Intellectual Property Rights in and to the Software and documentation, and all copies permitted hereunder, belong to and shall remain the exclusive property of

SynTest. SynTest reserves all rights not expressly granted hereunder. Unauthorized copying or failure to comply with the above restrictions will result in automatic termination of this license and will make available to SynTest other legal remedies. For purposes of this Agreement, "Intellectual Property Rights" means worldwide statutory and common law rights associated with (i) patents and patent applications, (ii) works of authorship including copyrights, copyright applications, copyright registrations and "moral rights", (iii) the protection of trade and industrial secrets and confidential information, and (iv) divisions, continuations, renewals, and re-issuances of the foregoing now existing or acquired in the future.

Payment

Customer agrees to pay the license fees for the Software and all applicable maintenance fees in U.S. Dollars net thirty (30) days from the date of invoice. If payment is more than thirty (30) days late, SynTest may, without limiting any remedies available to SynTest, terminate this Agreement or suspend performance until payment is made current. All prices are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the license of the Software, which will be invoiced to and paid by the Customer. For any renewal term, the terms of this Agreement will govern and all fees shall be payable net thirty (30) days of the invoice date and in advance of the applicable term.

Limited Warranty and Disclaimer

SynTest warrants the tape(s) or other media on which the Software is furnished (if any) to be free from material defects under normal use for a period of ninety (90) days after shipment to Customer. In the event the Software is provided electronically, SynTest further warrants that for a period of ninety (90) days from the date SynTest first makes the Software available to Customer for electronic download, such Software will substantially conform to SynTest's published material specifications for such Software if properly used in accordance with the procedures described in documentation supplied by SynTest. SynTest's entire liability and Customer's exclusive remedy under this warranty, which is subject to Customer returning the defective item to SynTest with a written statement of the defects, will be, at SynTest's option, (a) to repair or replace any tape(s) or other media not meeting the foregoing warranty, or (b) to replace the Software or use reasonable efforts to provide Customer with a correction

of the defect, or (c) to accept the return of the Software and refund the license fee actually paid by Customer to SynTest, on a pro-rata basis, based upon on a three (3) year straight-line amortization.

The foregoing warranty will not apply if the Software (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by SynTest, (ii) has been repaired or altered by persons other than SynTest, (iii) has not been installed, operated, repaired, and maintained in accordance with the documentation provided by SynTest, (iv) has failed due to an Act of God, including but not limited to fire, flood, tornado, earthquake, hurricane or lightning, (v) has been used with any third party software or hardware which has not been previously approved in writing by SynTest, or (vi) is not an updated version of the Software, if such updated version was made available to Customer by SynTest and Customer failed to transition to it within thirty (30) days after such availability.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SYNTEST DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION, AND ANY WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, ERRORS OR BUGS, THAT OPERATION THEREOF WILL BE UNINTERRUPTED, OR THAT ANY RESULTS OR INFORMATION THAT IS OR MAY BE DERIVED FROM THE USE THEREOF WILL BE ACCURATE, COMPLETE, RELIABLE, AND/OR SECURE.

Installation

Customer shall be responsible for the installation of Software.

Software Maintenance

Customer may purchase the Software maintenance services set forth below, for one (1) year terms, at SynTest's then-current maintenance fees. At the completion of this one (1) year period, SynTest shall invoice Customer for the following year's maintenance services at SynTest's then-current maintenance fees, unless SynTest terminates its obligation to perform such maintenance by giving Customer ninety (90) days prior

written notice of such termination. If SynTest does not terminate its obligation to perform such maintenance, SynTest will continue to perform the maintenance services for one (1) additional year period provided that Customer pays the invoiced maintenance fees. If SynTest elects to terminate the maintenance services offered pursuant to this Agreement, SynTest shall reimburse Customer the pro rata portion of the maintenance fees paid for which services will not be rendered due to the termination, and shall make available to Customer any then-currently available standard maintenance services at its then-current maintenance fees.

Customer may, at its option, elect to not purchase or renew the maintenance services set forth below. Customer may, at a later date, decide to opt for, or renew, the maintenance services. In such a case, Customer agrees to pay a maintenance reinstatement fee for the maintenance services equal to an amount covering the period during which the Software was licensed to Customer without maintenance services, at the then-current maintenance fee rate.

So long as Customer pays maintenance fees in full, SynTest will provide Customer with the following maintenance services:
(1) SynTest will use reasonable commercial efforts to correct, or provide a workaround for, Software malfunctions (limited to malfunctions that substantially affect program performance and which can be demonstrated in the then most current release of the Software).
(2) SynTest's technical support staff will provide telephone and/or electronic mail consultation on the use of the Software during SynTest's normal business hours.
(3) SynTest will provide Customer with all SynTest updates and enhancements to the Software which are generally made commercially available to Customers of the Software free of charge.

The foregoing services do not apply to problems in or arising out of any equipment, software, modifications or improvements made by any person or entity other than SynTest and are subject to proper maintenance and operations of the products purchased by Customer. The foregoing services are further subject to Customer providing SynTest with such support and test time on Customer's equipment, and information and technical support as shall be required by SynTest to duplicate any

problem for which SynTest is providing the services described above.

Confidential Information
Customer acknowledges and agrees that the Software and documentation contains highly confidential and proprietary information of SynTest. Accordingly, Customer will not disclose such information to any third party and agrees to protect the confidentiality of such confidential and proprietary information using the same measures that Customer uses to protect its own confidential information, which in no event will be less than commercially reasonable measures.

Limitation of Liability
IN NO EVENT SHALL SYNTEST BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE). SYNTEST'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL IN NO EVENT EXCEED THE LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY EVEN IF SYNTEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES FOR THE SOFTWARE REFLECT THIS ALLOCATION OF RISK.

Termination
If either party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party will have the right to terminate this Agreement, including all licenses granted to Customer hereunder, at any time. Customer's breach of any payment obligation, however, shall constitute a default the date the payment is due, and SynTest will have the right to terminate this Agreement immediately. SynTest may also terminate this Agreement, effective

immediately, upon written notice, if Customer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors that is not dismissed within sixty (60) days. Provisions, which, by their nature, should remain in effect beyond the termination of this Agreement shall survive any termination of this Agreement, including the following provisions: All license restrictions in the "Software License" section, "Ownership", "Payment", "Limited Warranty and Disclaimer", "Confidential Information", "Limitation of Liability", "Termination", "Export and Compliance with Laws", "US Government Restricted Rights", "Force Majeure", and "General".

Export and Compliance with Laws
Customer represents and warrants that it shall comply with all laws and regulations, whether foreign or domestic, applicable to Customer with respect to the license and use of the Software and documentation. Customer further acknowledges and agrees that the Software licensed under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Customer will not export or re-export Software licensed under this Agreement into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

U.S. Government Restricted Rights
The Software and documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

Force Majeure
SynTest will not be responsible for any non-performance or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, terrorist acts, labor shortages or disputes, failure or delay in delivery by SynTest's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Customer's fault or negligence.

General
This Agreement will be governed by the laws of the State of California, USA, without regard to provisions on the conflicts of laws. The parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, U.S.A. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. This Agreement is the entire agreement between the parties and supersedes any other form of communications or advertising, transactions, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties with respect to the Software and documentation. No modification, addition or deletion, or waiver of any of the terms and conditions of this Agreement will be binding on either party unless made in a non-preprinted agreement clearly understood by both parties to be a modification or waiver, and signed by a duly authorized representative of each party. This Agreement or any rights or obligations under this Agreement shall not be assigned or transferred by Customer, whether voluntary or by operation of law, without the prior written consent of SynTest. This Agreement will be binding on and inure to the benefit of the parties' respective successors and permitted assigns. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.