

STANDARD TERMS AND CONDITIONS

The following are the standard terms and conditions ("**Conditions**") of ancosys GmbH, a German company having its principal place of business at Siemensstraße 8, 72124 Pliezhausen, Germany and its subsidiary companies ("**ancosys**") for the purchase and license of products and services ("**Products**" or "**Services**") by its customers ("**Buyer**") provided that to the extent that Products or Services consist of software or include software provided with the purchase of hardware products, the terms "purchase" and "sale" refer to the acquisition of a license, as further described in Section 15 below.

All sales by ancosys of any of its Products and Services are subject to these Conditions and the Conditions shall prevail all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). By issuing a purchase order to ancosys ("PO"), Buyer acknowledges accepting these Conditions and agrees that no terms or conditions that add to, vary from or conflict with those contained herein shall apply in any way. Once ancosys has agreed to sell Products or Services to Buyer, no modifications or additions to these Conditions shall be binding on either party unless mutually agreed in writing by both parties in advance.

Service Terms and Conditions

1. PRE REQUISIT

- a. The Customer should follow ancosys' standard maintenance procedures and time-lines as per the instructions provided by ancosys from time to time.
- b. Should Customer fail to do so, ancosys will not be held responsible for the relevant Tool's performance nor the maintenance thereof.
- c. Following such failure, a tool audit will be required prior to the provision of any service by ancosys for such Tool.

2. LABOR

Business hours for on-site support shall be 8:00-17:00, Monday to Friday.

After Business Hours Monday to Friday, service is available based on mutual agreement between customer and ancosys.

Weekends support service is available based on mutual agreement between customer and ancosys

ancosys' hourly charge is based on a minimum charge of 4 hours

Advance application support is optional upon request at minimum charge of 1 day.

Engineers visit will be scheduled after receiving an orderly Purchase Order.

The hourly rate for all support services set forth below will be set forth in ancosys' price list as provided by ancosys from time to time.

3. SPARE PARTS

- a. ancosys Quote number must be indicated on customer PO
- b. ancosys provides spare parts for repairs, either refurbished or new, under the below condition
 - i. **Repaired or Refurbished** Parts – For repaired or refurbished parts Customer will be responsible to ship faulty parts to ancosys Repair Centre HQ (DDU) at Siemensstraße 8, 72124 Pliezhausen, Germany, and pull the Parts back to his premises (Ex-works).

Once a Repaired / Refurbished Spare Part is shipped against customer PO (the "Spare Part") by ancosys, Customer will replace the Spare Part within 30 days from the date of Part shipment Ex ancosys warehouse (the "Part Replace Period"). Once the Spare Part is replaced and installed in the tool, customer will have a period of 14 days (the "Part Return Period") to return the defective part being replaced to ancosys.

Failure to return the defective part to ancosys within total of 44 days (Part Replace and Part Return Periods) will result in an additional 25% charge in addition to the purchase price set forth in the relevant customer PO.
 - ii. **Parts Swap** – based on mutual agreement ancosys can provide parts SWAP that will help customer to minimize tool down time, with the following condition

Once a Repaired / Refurbished Spare Part is shipped against customer PO (the "Spare Part") by ancosys, Customer will replace said part within 30 days from the date of Part shipment Ex ancosys warehouse (the "Part Replace Period").

Once the Spare Part replaced on the tool, customer will have a period of 14 days (the "Part Return Period") to return the defective part being replaced to ancosys.

Failure to return the defective part to ancosys within total of 44 days (Part Replace and Part Return Periods) will result in an additional 25% charge in addition to the purchase price set forth in the relevant customer PO.

c. **PARTS AND SOFTWARE WARRANTY**

Following the end of the warranty for the relevant tool purchase, customer will be able to purchase parts, repair parts or refurbish parts.

For every part purchased, repaired or refurbished, ancosys will provide a 90 day warranty.

For every software update and upgrade provided after the warranty end date, ancosys will provide a 90 day warranty.

During the warranty period, ancosys shall either repair or replace, at its discretion, any faulty parts or software free of charge.

For parts or software that were not installed by ancosys or if the failure was a result of customer's improper personal handling, the warranty shall be void upon delivery.

Regardless of anything to the contrary set forth herein no refund shall be provided as part of said warranty. Customer hereby undertakes to facilitate and enable the installation of any Consumable Items by ancosys during the term of this Agreement. Should Customer fail to do so, it will not be entitled to any refund for any Consumable Items that were not installed during the term of this Agreement

d. **ORDER CANCELTION OR SHIPMENT DATE DEFERRANCE**

The cancellation is subject to ancosys' approval

Cancellation of a Purchase Order shall require a written notice 6 Weeks prior to shipment. Failure to provide ancosys with said notice on time (i.e. providing notice less than 6 weeks prior to shipment or even after shipment) will result in a cancellation fee equal to 30% of the price of the items intended for shipment and any related costs derived therefrom.

Customer may defer requested delivery date (pick-up date Ex ancosys facility) of a Product or service as mentioned on Customer's Purchase Order to a maximum of 90 days from original requested delivery date. following said period customer must arrange pick-up of the relevant Parts himself.

Failing to arrange pick-up within the extended period will result in Order cancellation and a cancellation fee equal to 30% of the price of the items intended for shipment and any related costs derived therefrom.

e. **PART REPLACEMENT:**

Only a ancosys FSE authorized engineer may replace any part of any relevant tool and provide RMA prior to shipment of said part.

f. **CONSUMABLE PARTS**

Purchasing consumable parts (e.g. lamps), minimum shipment amount is 5 units otherwise a handling fee of US\$ 50 will be charged per shipment, shipping terms : Ex- Works,.

4. RMAPAY

RMAPAY is a process in which in return for consideration agreed between the parties ancosys provides a functional Part to customer on a temporary basis for up to 40 calendar days solely as a substitute for a certain defective part of a tool (the "Defective Part") in order to enable the ongoing usage of the tool (the "Good Part"). During which time Customer will allow ancosys FSE to replace the Defective Part with the Good Part and the Defective Part will be sent to ancosys to be fixed, once the Defective Part is fixed it will be claimed as ancosys' stock for future use as a Good Part Any part sent via RMAPAY process should be returned to ancosys no later than 40 calendar days from the day it was received at customer's site. Should Customer fail to return said parts on time ancosys may issue a notification to Customer After which (regardless of whether ancosys sent out a notification or not), Customer shall be entitled to 14 day grace period to return the part. Should customer fail to return the part during said grace period ancosys will invoice the customer for the full amount of a new part.

If Customer does not use the part but fails to return the part within said 40 day ancosys may issue a notification to Customer

After which (regardless of whether ancosys sent out a notification or not), Customer shall be entitled to 14 day grace period to return the part. Should customer fail to return the part during said grace period ancosys will issue a credit note for the full amount due for said part.

5. SERVICE CONTRACT

a. SERVICE CONTRACT TOOL AUDIT:

Prior to entering into a service contract (the "**Contract**") ancosys reserves the right to perform a tool audit on any tool then in the possession of the Customer. Any system that will not pass the audit, will be repaired by ancosys, costs may apply.

Only after the repair of said tool by ancosys will it be included in the service contract.

b. ADDITIONS CLAUSE:

Tools added to the Contract require thirty days prior written notice and subject to a tool audit as per Section 3.a above mutatis mutandis. Tools will be added to the contract on the first day of the month following expiration of the thirty-day waiting period after written notice is given and after receipt of a Purchase order covering the relevant Tool Service Contract.

c. CANCELLATION AND TOOL IDLE CLAUSE:

Customer may put a tool in warm idle (i.e. the customer decided to idle the tool without shutting it down) with 90 days prior written notice.

Customer may put a tool in cold idle (i.e. the customer decided to shut down the tool entirely) with 30 days prior written notice.

Tools that were in either warm or cold idle will require a tool audit as per Section 4.a above mutatis mutandis in order to return them into their Service Contract coverage

.For the sake of clarification said audit is not covered by any warranty provided by ancosys or any other contract with ancosys unless stated specifically.

During said idle period the terms of this Contract will be put on hold, i.e. ancosys will not provide any services, spare parts, labor, warranty, or any form of service with regard to said tool.

Customer may cancel the full Contract with 90 days prior written notice and subject to ancosys' Approval.

For a multi-year Contract, customer may cancel the contract with 90 days prior written notice and subject to ancosys' Approval only after the first year of the contract is completed. Once said cancelation is approved by ancosys customer shall pay ancosys the remaining amounts such that ancosys is paid at least 70% of the agreed amount in the original contract In such a case if contract is cancelled any discount is null and void.

The customer will have to pay the full prices for the year of service completed.

APPENDIX - STANDARD TERMS AND CONDITIONS

1. QUOTATIONS AND PRICES

All ancosys' quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear as Special Terms on the face thereof ("Quotation"). In case of a conflict between the terms and conditions stated herein and those appearing on the face of such quotation, the Quotation shall control. ancosys' prices and Quotations are subject to the following:

- (a) Unless otherwise specified in writing by ancosys, all quotations are valid for, and expire, sixty (60) days after the date of issuance, provided that budgetary Quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon ancosys.
- (b) Unless otherwise stated in writing by ancosys, all prices quoted are in USD and net basis, exclusive of any sales, use, value added, withholding and other taxes (as stated in clause 7 herein), shipping fees, transportation fees, handling fees, insurance, customs fees, duties and other charges related thereto, and Buyer shall report and pay any and all such charges and hold ancosys harmless therefrom.
- (c) Once accepted by the Buyer, all prices quoted are final and not subject to any change.
- (d) Prices quoted are for Products and Services only as detailed in the formal Quotation nor and shall not include product testing other than standard tests, nor any other services, unless expressly agreed to in writing by ancosys.
- (e) All deliverables set in the agreement are sold as a bundle deal. The prices set forth in the quotes shall state a fixed price per [month / quarter / year] and set a term for during which said prices will apply. Said prices will also include all Consumables (as defined below).

2. PAYMENT

All payments for Products or Services released and shipped shall be 100% due within thirty (30) days from the respective invoice date (unless different payment terms were specified in the quote). In addition, all late payments shall be subject to a late payment penalty calculated at the rate of the higher of one and one-half percent (1.5%) per month or the highest amount permitted by law. Interest shall be accrued upon termination of two business days following delivery of ancosys' notification to Buyer of the pending past due charges.

Buyer acknowledges that it is purchasing the Products or Services from ancosys with a particular configuration and/or features. In the event that Buyer wishes to activate additional and/or different configuration or features it is obliged to report such issue to ancosys and be liable to pay any difference in price.

ancosys' credit department may periodically request financial information from Buyer in connection with reassessment of credit terms.

3. DELIVERY

Purchases will be initiated by Buyer's written or electronically dispatched POs. ancosys may acknowledge receipt of PO, at ancosys' discretion by written notice within five (5) business days after receipt of said PO. Delivery will be made EX-WORKS ancosys' facility (INCOTERMS 2010), unless otherwise specified in the quote ("**Delivery Location**").

On-time delivery of Products or Services shall be deemed to be a delivery pursuant to the estimated delivery period as detailed in the applicable PO that was approved by ancosys shall have the right to deliver Products or Services earlier than any agreed upon delivery date. ancosys reserves the right to make deliveries in instalments and any invoice or PO shall be severable as to any such instalments. POs acknowledged by ancosys may not be modified other than with ancosys' written consent and upon mutually agreed terms including with respect to any delivery schedule and pricing changes. Delay in delivery or default of any instalment shall not constitute a breach of contract on the part of ancosys and shall not relieve Buyer of its obligation to accept and pay for remaining instalments.

The Products will be packed for shipment in a manner selected by ancosys in the absence of instructions for the Buyer. Buyer may request special packaging, however, such special packaging must be mutually agreed upon by the parties at least 60 days in advance of the scheduled shipment date and the cost of such special packaging shall be borne solely by Buyer.

All transportation shall be made in accordance with ancosys' requirements.

ancosys shall not be liable for any delays in delivery of shipment of Products or Services nor for any consequential or any other damages suffered by the Buyer by reason of such delay.

4. INSTALLATION

Nova will commence installation of the Products or Services within seven (7) days after delivery of such Products or Services to the Buyer, provided that the Buyer is in compliance with ancosys' Standard Site Preparation Requirements at such time.

5. CONSUMABLES

"Consumable Items" shall mean - Bulbs, PM kits, Lasers and various other items as set forth in Appendix A of the Agreement as updated by the Parties from time to time

)Consumable Items will be provided to the Customer as per the Customers request and subject to the amounts set forth in **Appendix A.**

6. RISK OF LOSS OR DAMAGES;; CLEARANCES

Risk of loss or damage to the Products shall be transferred from ancosys to the Buyer at the Delivery Location, subject to Clause 3. Confiscation or destruction of, or damage to Products shall not release, reduce or in any way affect the liability of Buyer therefor. All Products must be inspected upon receipt.

Until ancosys receives all payments due in respect of the Products or Services, the Buyer shall not sell, lease or otherwise transfer the Products without the prior written consent of ancosys.

Buyer shall be responsible for obtaining any applicable import licenses, customs clearance and to make all payments related thereto.

7. TAXES AND ADDITIONAL COSTS

Prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupation, withholding or similar taxes, together with tariffs, duties, or similar surcharges, and freight, insurance and packing costs. The Buyer agrees to pay all such charges. If ancosys is required to pay additional taxes, the Buyer will immediately reimburse and hold ancosys harmless for any such additional taxes.

If the Products or Services is to be sold to a customer in the State of California, US, then the CA Use Tax should be added to the Invoice in case this Products is not for re-sale. Any California customer who is reselling ancosys Products needs to supply ancosys with a "re-sale certificate".

8. CUSTOMER DEFAULT

If Buyer is in default on any provision hereof, without in any way affecting ancosys' rights hereunder and its ability to exercise all rights and remedies available to ancosys under applicable law, contract or equity, all of Buyer's payment obligations to ancosys shall immediately become due and payable, and ancosys shall not be obligated to continue performance under any agreement with Buyer. Without derogating from the above, ancosys may, without notice, decline to make further shipments, terminate Buyer's unfilled PO(s), and/or recall and retake possession of Products in transit, without affecting any other right or remedy ancosys may have, including, but not limited to, any right to cancellation charges and quantity price adjustments. For purposes of these Conditions, a "default" shall occur in the event that Buyer is more than five (5) days delinquent in any payment to ancosys, becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statutes, is appointed a receiver or makes an assignment for the benefit of creditors, or is otherwise unable to meet its financial obligations as they become due. Continued shipment by ancosys following Buyer's default shall not constitute a waiver nor shall it affect Buyer's legal obligations hereunder. In the event ancosys institutes legal action against Buyer to collect delinquent accounts, Buyer agrees to reimburse ancosys for reasonable attorneys' fees and costs of suit. All Products shall remain the property of ancosys until payment in full therefore.

9. WARRANTIES

ancosys warrants that the Products, subject to normal use and service, shall, for a period of 3 Months from the date of delivery, unless otherwise specified in the quote, conform to ancosys' published specifications for the Products for the particular configuration ordered.

The foregoing warranty is for Buyer's exclusive benefit and is non-transferable. In addition, the foregoing warranty does not apply to Products which have been subject to misuse, neglect, accident, improper installation and/or uninstallation or testing, or modifications. In addition, ancosys shall not be liable to the Buyer for breach of a warranty if the breach is caused by the following: the failure of the Buyer to operate and maintain the Products, in accordance with the reasonable requirements of ancosys' documentation; the failure of the Buyer to operate and maintain the site where Products is installed in accordance with ancosys' requirements; and equipment not supplied, delivered, assembled or installed by ancosys. This warranty is the only warranty made by ancosys with respect to the hardware and software elements of the Products delivered hereunder, and may only be amended by a written instrument signed by a duly authorized Officer of ancosys. ancosys' sole and exclusive liability and Buyer's sole and exclusive remedy under this warranty shall be, at ancosys' option, with respect to hardware - to repair or replace, and with respect to software – to provide bug fixing and updates.

Following the expiration of the above warranty the provisions set forth in Appendix A attached hereto shall apply.

Limitation on Warranties. The foregoing limited warranty with regard to Software Materials applies only to failures in operation of the Software Materials that are reproducible in standalone form and does not apply to: (i) Software that is modified or altered by Buyer or any third party; (ii) Software that is otherwise operated in violation of these Conditions or other than in accordance with the published user documentation; (iii) failures which are caused by other software or hardware Products; (iv) any media or copy of the software that was not originally purchased or licensed from ancosys or whose license fee was not paid to ancosys by Buyer; or (v) Software that have been repaired or otherwise altered by anyone not under the control of, or not having the written authorization of ancosys to do such repair or alteration.

All requests for warranty repairs shall be made in accordance with ancosys' policy regarding such repairs, which is hereby incorporated by reference. In the event that Buyer receives from ancosys Products updates and/or upgrades for Products under warranty - such updates and upgrades shall be limited to the Products and/or serial numbers stated by ancosys and Buyer is expressly not licensed to apply such updates/upgrades to any other Products.

All limitations on ancosys' liability set out in these Conditions shall extend to any liability of any affiliate company of ancosys whom ancosys may request to carry out services herein on its' behalf.

THE WARRANTIES OF ancosys SET FORTH HEREIN ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ANY EXPRESS, STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ALL OTHER WARRANTIES, ARISING OUT OF OR IN CONNECTION WITH THE SALE, RESALE, AND PURCHASE OF ancosys' PRODUCTS OR SERVICES, OR THE USE, REPAIR OR PERFORMANCE THEREOF, OR THE COURSE OF DEALING OR PERFORMANCE UNDER ANY AGREEMENT BETWEEN BUYER AND ancosys TO WHICH THESE CONDITIONS APPLY. NOT WITHSTANDING THIS SECTION, ancosys PROVIDES PROTOTYPES "AS-IS", WITHOUT WARRANTY OF ANY KIND.

10. DAMAGE AND LIABILITY

ancosys' TOTAL LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE CONDITIONS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE REMEDIES SET FORTH HEREIN AND NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY ancosys FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO

BE FURNISHED, AS THE CASE MAY BE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. ancosys SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. IN NO EVENT SHALL ancosys BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS BUT NOT LIMITED TO DEATH, PERSONAL INJURY, LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM ancosys' PRODUCTS OR SERVICES HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. EXCEPT AS PROVIDED EXPRESSLY HEREIN, ancosys SHALL NOT BE LIABLE TO BUYER OR TO ANY OTHER PERSON. BUYER AGREES TO INDEMNIFY ancosys WITH RESPECT TO ANY CLAIMS AGAINST ancosys FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PLANT, EQUIPMENT, INFORMATION, PROPERTY OR PRODUCTION, ARISING FROM THE SALE, PURCHASE, RESALE, REPAIR OR SUBSEQUENT USE OF ancosys' PRODUCTS OR SERVICES AND FROM ANY PROMISE OR OFFER TO SELL, PURCHASE OR REPAIR SUCH PRODUCTS, REGARDLESS OF WHETHER ancosys HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER AGREES THAT THIS LIMITATION OF DAMAGES IS REASONABLE AND WILL NOT CAUSE IT TO LOSE ANY EXPECTED BENEFITS, RIGHTS OR REMEDIES UNDER ANY AGREEMENT FOR THE SALE OF PRODUCTS OR SERVICES.

Buyer further waives any right extending beyond the warranty, to claim for negligence by ancosys in design, material, workmanship, or installation of Products.

11. PERSONAL INJURY

Buyer shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any activity that may be performed by any employees, agents, or subcontractors of the Buyer during Buyer's receipt or inspection of any Products at ancosys' facilities and Buyer shall indemnify and hold harmless ancosys from and against all loss, liability, and damages arising from or caused directly or indirectly by any negligent act or omission of such agents, employees, or subcontractors of the Buyer. ancosys agrees to indemnify Buyer against any claims against Buyer in respect of personal injury or loss or damage to tangible property, but not otherwise, up to the limits of ancosys' applicable insurance per occurrence, as a result of any negligent act or omission of ancosys' employees during any work at Buyer's facility. ancosys' indemnification obligations under this clause shall apply only if Buyer has provided notice to ancosys, in writing, of any such claims within the scope of this indemnification within 10 calendar days after the date on which Buyer first receives any notice, written or oral, that such claims may be asserted against Buyer. Upon receipt of any such written notice from Buyer, ancosys or its representative shall have the right to defend any such claims and/or to participate in any discussions or agreements entered into by Buyer to settle same. ancosys shall have the right to refuse to settle or compromise any such claims, or in its sole judgment, to defend Buyer against any lawsuit at ancosys' expense. ancosys shall not be bound by any judgments or settlement agreements to which it has not been a party or to which it has not consented in writing. The above constitutes the full extent of ancosys' indemnification obligation, express or implied, to Buyer.

12. SUPPORT AND MAINTENANCE

ancosys may agree to provide support and maintenance to Buyer subject to the parties agreeing on and entering into an appropriate service agreement, for which an additional fee shall be charged.

13. CONFIDENTIALITY

ancosys normally supplies all information necessary for the proper operation of its Products. Such information is proprietary in nature and confidential information of ancosys. Except as expressly authorized in writing by ancosys, Buyer warrants that it will not divulge, disclose, or in any way distribute or make use of any ancosys proprietary information or Products, whether or not designated or marked as proprietary, and that Buyer will not manufacture or engage to have such Products manufactured on its own behalf.

14. INTELLECTUAL PROPERTY RIGHTS

As between the parties, all rights, title and interest (including all patents, copyrights, trademarks, trade secrets and other intellectual property rights) underlying or otherwise relating to the Products (including the Software embedded therein), Products specifications, designs, engineering details and the technologies thereunder or therein; and all inventions, works of authorship, derivative works, developments or improvements thereof shall remain ancosys.

The Products or Services are offered for sale and are sold by ancosys, subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, to manufacture, duplicate or otherwise copy or reproduce any of the Products or Services or the technologies thereunder.

The Buyer shall refrain from analysing or attempting to analyse the Products in order to determine the construction, code, algorithm or topology (composition, formula or specifications) thereof, either by itself or through any third party.

If ancosys receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Products or Services (collectively, "Feedback"), all rights, including intellectual property rights in such Feedback shall belong exclusively to ancosys and that such shall be considered ancosys' Confidential Information and Buyer hereby irrevocably and unconditionally transfers and assigns to ancosys without all intellectual property rights in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by ancosys at its sole discretion, and that ancosys in no way shall be obliged to make use of any kind of the Feedback or part thereof.

15. SOFTWARE AND FIRMWARE

Subject to Buyer's compliance with the terms of these Conditions, ancosys hereby grants to Buyer a non-transferable, non-assignable, non-exclusive limited license to use the software and related documentation which is either (i) incorporated into the Products, or (2) independently shipped for use with a Products ("**Software**" or "**Software Materials**"). The term of this license will be for the duration of Buyer's ownership of the Products or as separately set forth for Software Products. Buyer acknowledges that no title to the intellectual property in the Software Materials or any copies thereof is transferred to Buyer. Buyer agrees that any copies of the Software will contain the same proprietary notices, which appear on and in the Software. The term Software also refers to all releases, versions, enhancements, upgrades, updates, bug fixes and other modifications to such Software. The Software is licensed to Buyer for Buyer's use solely in the ordinary course of its business for activities relating to Buyer's manufacture, inspection and/or testing of semiconductor wafers

Without derogating the foregoing, use of the Software is permitted only when loaded in the designated Products. Buyer shall not, nor permit anyone else to, directly or indirectly: (i) transfer the Software and related materials to any third party without the prior written consent of ancosys; (ii) copy, reverse engineer, disassemble, decompile, modify, or transmit the Software or any part thereof or otherwise attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software; (iii) make derivative works, modify, convert, alter, change, manipulate, divide, part or revise the Software, or any part thereof; (iv) delete or in any manner remove or alter ancosys' trade names, copyright, trademarks, service marks, logos, domain names, and other distinctive brand features and notices, nor copy the Software manual(s), documentation, or any written materials accompanying the Software; (v) export the Software in violation of export administration regulations of the United States or any other

country; (vi) use such Software for any purpose other than the operation of the Products; or (vii) disclose, publish or otherwise make publicly available any trade secrets contained within the Software or the results of any benchmarking of the Software, or use such results for Licensee's or for any third party's competing activities. Buyer shall maintain in each permitted copy of the Software any copyright or other intellectual property rights legends contained in the Software as delivered by ancosys to Buyer.

In the event of any breach of these Conditions herein by the Buyer, the same shall result in an immediate automatic termination of this licence, and the Buyer shall return all and any Software and manuals to ancosys (together with any copies).

In the event that the Buyer shall develop or improve the Products, it is agreed that such improvements will remain solely the property of ancosys.

In the event that a separate Software License Agreement, or any other specific arrangement between ancosys and Buyer in connection with the Software is in force and effect, all Products that are comprised of software or firmware are provided subject to the terms of such Software License Agreement, the terms of which are hereby incorporated by reference.

The Software (i) includes certain open source code software and materials (as shall be listed in the documentation of the Software) ("**Open Source Software**") that are subject to their respective open source licenses ("**Open Source Licenses**") (ii) may include certain third party's software which are not subject to Open Source Licenses ("**Third Party Software**"). Such Open Source Licenses contain list of conditions with respect to warranty, copyright policy and other provisions. By executing this Agreement, Buyer undertakes to comply with the terms and condition of the Open Source Licenses, as may be amended from time to time. In order to comply with the Open Source Licenses, Buyer shall read the respective licenses or notices which are available within the Software's notice file ("**Notice File**"), as may be amended from time to time by ancosys, at its sole discretion. Such Notice File may also include certain notices and/or list of conditions with regard to certain Third Party Software ("**Third Party Terms**"). In the event of any inconsistencies or conflicting provisions between the provisions of the Open Source Licenses and the provisions of these Conditions, the provisions of the Open Source Licenses shall prevail. In the event of any inconsistencies or conflicting provisions between the provisions of Third Party Terms and the provisions of these Conditions, the provisions of the Third Party Terms shall prevail. The Open Source Software are provided on an "AS IS" basis, without indemnity or warranty of any kind, whether express or implied.

16. INTELLECTUAL PROPERTY INDEMNITY

ancosys agrees to defend, at its expense, and hold Buyer harmless from any and all third party claims, demands, proceedings, actions, or liability ("**Claims**") brought against Buyer alleging that the Products, when used as permitted under these Conditions, infringes patents, copyrights or trade secrets owned by third parties ("IP Infringement Claim"); and ancosys will pay any damages awarded in a final judgment against Buyer that are attributable to any such claim, provided that (i) Buyer shall give to ancosys prompt written notice of any such Claims, (ii) Buyer grants ancosys the authority to handle the defence or settlement of any such claim and provides ancosys with all reasonable information and assistance, at its expense. ancosys will not be bound by any settlement that Buyer enters into without ancosys' prior written consent. If, as a result of such IP Infringement Claims, Buyer should be enjoined from using the Products, or in ancosys' opinion is likely to become, the subject of an IP Infringement Claim, ancosys, at its option, may (1) procure for Buyer the right to use the Products; (2) modify the Products so that it becomes non-infringing; or (3) if options (1) and (2) cannot be accomplished despite the ancosys' reasonable efforts, then ancosys may terminate these Conditions and in such event accept return of the affected Products and provide a refund for the amounts paid less depreciation amortized on a 3-year straight line basis.

Notwithstanding the foregoing, ancosys shall have no responsibility for IP Infringement Claims resulting from or based on (i) Buyer's negligence or wilful misconduct, (ii) use by Buyer of a Product in conjunction or in combination with any device or software other than devices or software provided by ancosys (if such claim would not have arisen but for such combination), (iii) any use by Buyer of a Product in violation of these Conditions, (iv) modifications by Buyer or a third party to a Product not contemplated by these Conditions or authorized by ancosys, (v) the use or sale of the Product which was designed in accordance with Buyer's specifications, or (vi) Buyer's failure to use any reasonable modifications, including corrections and enhancements, delivered to Buyer by ancosys, if such use would have prevented the IP Infringement Claim (all of the foregoing, "**Indemnification Exceptions**"). In addition, ancosys shall have no liability to the extent the IP Infringement Claims are caused by or are related to the infringement of any Essential Intellectual Property. "Essential Intellectual Property" means any intellectual property rights the infringement of which cannot be avoided by any implementation of industry or commercial standards.

THIS PROVISION IS STATED IN LIEU OF ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST INFRINGEMENT AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT BY ancosys OF ANY KIND.

Buyer agrees, at its expense, to defend and hold harmless ancosys, its officers, employees and agents (each "**ancosys Indemnitee**") from and against any claims, suit, actions, demands arising from: (i) any Indemnification Exceptions, or (ii) any infringement or misappropriation of any unrelated third party's patent, trademark, copyright, trade secret or any direct, or claimed direct, violation of any other unrelated third party's intellectual property rights to the extent arising from a Buyer's Product or any component, firmware, software or material provided by Buyer (each, a "**Claim**") and Buyer will indemnify each Indemnitee for any and all liabilities, awards, damages, losses, costs and expenses (including without limitation reasonable attorneys' fees and expert witness costs) incurred or suffered by the ancosys Indemnitee under or in connection with each Claim.

17. TERMINATION

Unless otherwise agreed by ancosys and Buyer in writing, no PO may be terminated by Buyer except by mutual agreement in writing. Termination of a PO is subject to the following conditions: (1) Pricing for all Products or Services delivered under said order shall be subject to redetermination in accordance with final net quantity pricing as previously quoted by ancosys, if available; (2) Buyer will pay for all undelivered Products or Services which are completely manufactured and allocable to Buyer at the time of ancosys receipt of notice of termination; (3) Buyer will pay all costs, direct and indirect, which have been incurred by ancosys with regard to Products or Services which have not been completely manufactured at the time of ancosys' receipt of notice of termination, plus a pro rata portion of normal profit on the contract.

Upon termination of a certain PO, the provisions of Sections 2, 7,8, 10, 11, 13, 14, 15, 16, 17,19 and 20 shall survive termination hereof for any reason.

should Customer choose to terminate its Agreement with ancosys the provisions of the relevant agreement, ancosys will credit Customer for any pre paid months of service that were to take place after the actual termination (rounding up any partial months) (e.g. if the contract was for one entire calendar year from January to December and termination was on August 15th the credit shall be given for September, October, November and December, but not for the second half of August) following the notice period. Notwithstanding the forgoing and regardless of any termination provisions set forth herein the minimal charge even in a case of termination as set forth above, shall be an amount equivalent to 70% total amount of the service contract. (e.g. if the contract was for one entire calendar year from January to December and termination was on February 15th the credit given shall equal only 30% of the total value of the contract)

If the service contract was provided as part of a bundled deal between ancosys and the Customer and part of such transaction included various discounts then in case of the aforementioned termination the Customer will be charged additionally with an amount equivalent to any and all of said discounts.

18. FORCE MAJEURE

ancosys shall not be liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, fire, accident, war, labor dispute, shortages, embargo, delayed delivery by suppliers, delay in transportation, acts of government whether foreseen or unforeseen. Should any of these events occur ancosys may, at its option, cancel Buyer's PO with respect to undelivered Products or Services or extend the delivery date for a period equal to the time lost due to the delay.

If ancosys or Buyer is prevented from performance of any term or condition (other than payment) due to force majeure, the affected party shall be excused from such performance, provided that it gives prompt notice to the other party and takes all steps to resume as soon as possible its performance.

ancosys shall not be liable to Buyer for any delay(s) or failure(s) to perform its obligations hereunder due to the scarcity of the basic elements necessary to manufacture the Products or Services or because of any governmental restriction whatsoever upon the possession or distribution of such basic elements. Anticipated delivery dates shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this Paragraph.

19. COMPLIANCE.

In the performance of its obligations hereunder and otherwise in connection with the purchase, sale and service of the Products or Services, Buyer shall comply with all applicable laws, including, without limitation, with all applicable regulatory requirements. Buyer shall promptly inform ancosys in writing of any interaction with any Regulatory Authority with respect to the Products or Services. ancosys shall not be responsible for Buyer's failure to comply with any laws, regulations or acts.

20. MISCELLANEOUS

20.1 Severability. Any provision hereof which contravenes the law of any state or country in which this contract is effective shall, to the extent of such contravention of law, be deemed separable and shall not affect any other provision or the validity of these Conditions.

20.2 No Waiver. No failure to exercise on the part of ancosys of any right shall operate as a waiver. The rights of ancosys are cumulative. If any provision of these Conditions is held to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of any or all of the remaining portions hereof.

20.3 Assignment. The Buyer shall not assign any of its rights and obligations to a third party without the prior written consent of ancosys.

20.4 Governing Law. The rights and obligations of the parties hereto will be governed by the substantive laws of israel , without giving effect to the conflict of law provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any proceeding brought by a Party arising out of, under or relating to any dispute relating to these Conditions shall be submitted to the exclusive jurisdiction of the courts of Tell Aviv Israel,.

20.5 Notices. Any notices hereunder shall be made in writing and delivered to the last addresses provided by the parties in writing.

20.6 Entire Agreement. Unless a formally agreed upon agreement is in place, these Conditions supersede and replace all prior or contemporaneous agreements, written or verbal.

20.7 Contact information:

Please send your Purchase Order to Fax # / Email, attention: Service department

ancosys GmbH
Fax +49-7127-97597-101
email cmd-sales.HQ@novami.com