

Client Code: ADTST.001GEN

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TO THE ASSISTANT COMMISSIONER FOR PAT

uments or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Name: KryoTec, Inc
Address: 2547 Morningside Drive, West Columbia
SC 29169, USA

Additional name(s) of conveying party(ies) attached?
() Yes (X) No

2. Name and address of receiving party(ies):

Name: Advantest Corporation
Address: NS Building, 4-1 Nishi-Shinjuku 2-chome
Shinjuku-ku Tokyo, Japan

Additional name(s) of receiving party(ies) attached?
() Yes (X) No

3. Nature of conveyance:

- () Assignment
- () Merger
- () Security Agreement
- () Change of Name
- (X) Other: License Agreement

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

November 15, 2003

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 10/196,354
Filing Date: July 17, 2002

() Patent No.:
Issue Date:

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Yasuo Muramatsu
MURAMATSU & ASSOCIATES
Internal Address: Suite 225
Street Address: 7700 Irvine Center Drive
City: Irvine State: CA ZIP: 92618
Attorney's Docket No.: ADTST.001GEN

7. Total fee (37 CFR 3.41): \$40.00

- (X) Enclosed
- () Authorized to be charged to deposit account

8. Deposit account number:

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Yasuo Muramatsu
Name of Person Signing

Signature

Date

38,684
Registration No.

Total number of pages including cover sheet, attachments and document: 21

Mail documents to be recorded with required cover sheet information to:

12/20/2004 ECOOPER 00000022 10196354

Assistant Commissioner for Patents

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Box Assignments

P.O. Box 1450, Alexandria, VA 22313-1450

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LICENSE AND SERVICES AGREEMENT

This LICENSE AND SERVICES AGREEMENT (this "Agreement") is made as of November 15, 2003 (the "Effective Date") by and between KryoTech, Inc. ("KryoTech"), with its principal office located at 2547 Morningside Drive, West Columbia, SC 29169, and Advantest Corporation, with its principal office located at Shinjuku-NS Bldg., 2-4-1, Nishi-Shinjuku, Shinjuku-ku, Tokyo 163-0880 ("Advantest"). KryoTech and Advantest are hereinafter also referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

A. The Parties entered into the OEM Purchase Agreement (as defined below), pursuant to which, among other things, KryoTech agreed to develop, manufacture, supply to Advantest and support, and Advantest agreed to purchase from KryoTech, certain TCS (as defined below) for integration into Advantest test handler units provided to Intel pursuant to the Intel Purchase Agreement (as defined below).

B. Advantest has expressed a concern as to whether KryoTech has the capacity to adequately perform its obligations to so manufacture, supply and support such TCS in accordance with its obligations under the OEM Purchase Agreement.

C. In order to resolve the aforementioned concern (i) Advantest desires to obtain from KryoTech, and KryoTech desires to grant to Advantest, a license under the KryoTech Intellectual Property Rights (as defined below) to make, have made, use, market, sell and otherwise distribute the Licensed Products (as defined below) for sale to Intel under the Intel Purchase Agreement and (ii) the Parties now desire to transfer, as soon as reasonably practicable, total responsibility for the design, manufacturing and support of the Licensed Products from KryoTech (under the OEM Purchase Agreement) to Advantest (under this Agreement).

D. Advantest desires to obtain from KryoTech, and KryoTech desires to provide to Advantest, Technical Information (as defined below) and technical assistance associated therewith.

E. The Parties also desire that (i) KryoTech retain all responsibilities and obligations for TCS units made and or to be made by KryoTech, and (ii) Advantest assume responsibility for continuity of supply and support for the Licensed Products made independently by Advantest for sale to Intel under the Intel Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions


1.1 "Additional Engineering Services" has the meaning ascribed to it in Section 4.2.

1.2 "Affiliate" means any Person: (a) that is controlled by, controls, or is under common control with a Party (collectively, a "Controlled Person"); or (b) that is controlled by,

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controls, or is under common control with any such Controlled Person, in each case for so long as such control continues. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise).

1.3 "Applicable Law" means, as to any Person, any statute, law, rule, regulation, directive, treaty, judgment, order, decree or injunction of any Governmental Authority that is applicable to or binding upon such Person or any of its properties

1.4 "Existing Purchase Orders" has the meaning ascribed to it in Section 6.1.

1.5 "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

1.6 "Improvement" means any improvements, modifications, enhancements, additions, revisions, extensions, new releases, new versions, upgrades, updates, bug fixes and corrections of errors.

1.7 "Included Technical Assistance" has the meaning ascribed to it in Section 4.1.

1.8 "Intel" means Intel Corporation.

1.9 "Intel Purchase Agreement" shall have the same meaning as under the OEM Purchase Agreement.

1.10 "Intel Sales" means the sale or lease, by Advantest to Intel pursuant to the Intel Purchase Agreement, of Licensed Products made by Advantest, or had made by Advantest (other than by KryoTech), pursuant to this Agreement.

1.11 "Intellectual Property Rights" means, collectively, Patents, Trade Secrets, Copyrights, Trademarks, moral rights, trade names, rights in trade dress, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States, Japan or any other state, country or jurisdiction, including all rights or causes of action for infringement or misappropriation of any of the foregoing, in each case now existing or hereafter developed during the term of this Agreement. For purposes of this Agreement: (a) "Patents" shall mean all patent rights and all right, title and interest in all letters patent or equivalent rights and applications, including any reissue, extension, division, continuation, or continuation-in-part applications throughout the world; (b) "Trade Secrets" shall mean all right, title and interest in all trade secrets and trade secret rights arising under common law, state law, federal law or laws of foreign countries; (c) "Copyrights" shall mean all copyrights, and all right, title and interest in all copyrights, copyright registrations and applications for copyright registration, certificates of copyright and copyrighted interests throughout the world, and all right, title and interest in related applications and registrations throughout the world; and (d) "Trademarks" shall mean all trademarks, and all right, title and interest in all trademarks arising under common law, state law, federal law or laws of foreign countries, trademark registrations and applications for trademark

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registrations, and all right, title and interest in related applications and registrations throughout the world.

1.12 **"KryoTech Intellectual Property Rights"** means all Intellectual Property Rights owned or sublicensable by KryoTech, now existing or hereafter acquired, including, without limitation, any such rights in and to the Technical Information and the Licensed Product.

1.13 **"Licensed Product"** means TCS suitable for integration into Advantest's test handler units to be exclusively used for Intel non-PC and chipset applications under the Intel Purchase Agreement, and any Improvements thereto, including all Intellectual Property Rights therein and thereto. For the avoidance of doubt, Licensed Products include all such existing TCS developed, made or have made by KryoTech, as well as any such new, improved or modified TCS developed by or on behalf of Advantest. Licensed Products also include completed assemblies per Exhibit B for such TCS systems.

1.14 **"MMR"** means MMR Technologies, Inc.

1.15 **"MMR-Advantest License"** has the meaning ascribed to it in Section 2.6.

1.16 **"MMR-KryoTech License Agreement"** means the Technology Development and License Agreement dated August 28, 1997 between MMR and KryoTech.

1.17 **"MMR Materials"** means any parts, materials or other items referred to in Exhibit A that use or incorporate technology under the Kleemenko License or such other parts, materials or other items which use or incorporate such technology and are necessary or useful in connection with the manufacture of Licensed Products.

1.18 **"OEM Purchase Agreement"** means the OEM Purchase Agreement entered into by and between KryoTech and Advantest dated April 1, 2002.

1.19 **"Penalty Date"** means the applicable penalty date set forth in Exhibit C.

1.20 **"Person"** means a natural individual, Governmental Authority, partnership, firm, corporation, or other business association or entity.

1.21 **"Person Hours"** means actual work hours, excluding, without limitation, time spent traveling to and from relevant locations, meal breaks and other breaks.

1.22 **"Royalty Fees"** has the meaning ascribed to it in Section 5.1.

1.23 **"Royalty Report"** has the meaning ascribed to it in Section 5.4.

1.24 **"Software"** means any software (in source code and object code form, together with all relevant documentation associated therewith) incorporated in or used in connection with any Licensed Products.

1.25 **"TCS"** means thermal management and control systems, including, without limitation, UTCS.

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1.26 **"Technical Information"** means any Software, technical information, instructions, manuals or other materials (including any updates thereto) regarding the development, manufacture or use of the Licensed Product, including, without limitation, the items set forth in Exhibit D and all other existing and future proprietary techniques, processes, inventions, methods, applications, know-how, content, data, technical information and other technology or information that KryoTech, presently or in the future, owns, controls or has the ability to license to Advantest which are necessary for, or useful in connection with, the development, manufacture or use of the Licensed Product.

1.27 **"Term"** has the meaning ascribed to it in Section 11.1.

1.28 **"Term Sheet"** shall mean the Term Sheet entered into by and between the Parties dated October 17, 2003 with respect to the subject matter hereof.

1.29 **"Transition Period"** has the meaning ascribed to it in Section 3.1.

1.30 **"Transition Purchase Orders"** has the meaning ascribed to it in Section 6.2(a).

1.31 **"UTCS"** means universal TCS.

2. Grant of License

2.1 **License.** Subject to the terms and conditions of this Agreement, KryoTech hereby grants to Advantest a worldwide, perpetual, exclusive (subject to Section 3.3) license under all KryoTech Intellectual Property Rights now existing or hereafter acquired, to (a) make, have made, use, import, repair, modify, improve and otherwise exploit Licensed Products and (b) sell, offer for sale, distribute, lease and otherwise dispose of Licensed Products as incorporated into Advantest test handler units provided to Intel pursuant to the Intel Purchase Agreement. For the avoidance of doubt, the license rights granted pursuant to this Section 2.1 include, without limitation, the rights to use, reproduce, perform, display, distribute, modify, improve and create derivative works of any Software, in each case solely for ultimate use in Licensed Products to be incorporated into Advantest test handler units provided to Intel pursuant to the Intel Purchase Agreement.

2.2 **Sublicenses.** The Parties acknowledge that Advantest may retain certain third parties from time to time to perform services on Advantest's behalf in connection with the Licensed Products. Accordingly, Advantest may sublicense the foregoing rights granted in Section 2.1 to such third parties, and distribute applicable portions of the Technical Information in connection therewith, solely to the extent reasonably necessary for such third parties to provide such services on behalf of Advantest and in accordance with Section 10.3.

2.3 **Improvements.** KryoTech shall deliver to Advantest all Improvements to the Technical Information (including, without limitation, the Software) and the Licensed Products developed or acquired by KryoTech, promptly upon such Improvements being developed by, or becoming available to, KryoTech. Such Improvements shall be delivered to Advantest free of charge. Without limiting the foregoing, in the event that KryoTech desires to implement any Improvements to the Technical Information or the Licensed Products during the Transition Period, KryoTech shall first provide Advantest with written notice thereof not less than three (3) months,

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(or such other period as agreed by the Parties, in writing), prior to implementing any such Improvements.

2.4 Delivery of Technical Information. Within ten (10) business days after the Effective Date, KryoTech shall deliver to Advantest the Technical Information in formats and media agreeable to Advantest. Without limiting the foregoing, KryoTech shall provide drawings in CAD format(s) (where available), and all other documents in electronic form (where available). Subject to the foregoing, KryoTech agrees that it will, at its cost, (a) deliver the Technical Information to Advantest in a form consistent with the documentation standards used by KryoTech with respect to its manufacture of Licensed Products, and (b) use commercially reasonable efforts to assist Advantest in remedying any documentation deficiencies identified by Advantest. Subject to the foregoing, Advantest shall, at its expense, be responsible for completing and converting Technical Information provided by KryoTech (in accordance with the foregoing), into the format and systems required by Advantest to manufacture the Licensed Products under this Agreement.

2.5 Further Assurances. The Parties acknowledge and agree that they intend for KryoTech to provide Advantest with all relevant Intellectual Property Rights and Technical Information applicable to or useful in connection with the Licensed Products. Therefore, to the extent KryoTech owns, controls or can license to Advantest any Intellectual Property Rights (including, without limitation, any Intellectual Property Rights licensed to KryoTech by any third party) and/or Software that are applicable to Licensed Products, but that are not licensed or assigned to Advantest hereunder, KryoTech will use commercially reasonable best efforts to promptly assign, to the extent possible, or license, to the extent assignment is not possible, its rights in and to such Intellectual Property Rights and/or Software to Advantest (but without affecting KryoTech's ability to carry out its obligations with respect to any and all Existing Purchase Orders and Transition Purchase Orders and its continuing obligations described in Section 12.1) under the terms and conditions substantially similar to those that apply to the Intellectual Property Rights licensed to Advantest hereunder. For the avoidance of doubt, any Intellectual Property Rights and/or Software so licensed or assigned to Advantest shall remain subject to the KryoTech payment obligations set forth in Section 5.6. Without limiting KryoTech's obligations set forth in this Section 2.5, nothing in this Agreement shall prevent Advantest from approaching any third party and licensing or purchasing any Intellectual Property Rights directly from any such third party without the involvement of KryoTech.

2.6 MMR Technology. The Parties acknowledge and agree that the rights and licensed granted by KryoTech to Advantest under this Agreement do not include a sublicense of KryoTech's rights under the Kleemenko License granted to KryoTech by MMR under Section 3.2(a) of the MMR-KryoTech License Agreement. KryoTech hereby represents and warrants to Advantest that no such sublicense is necessary to enable Advantest to use any MMR Materials obtained by Advantest from KryoTech in exercising Advantest's license rights under Section 2.1. In the event that the MMR-KryoTech License Agreement is terminated or expires, or that KryoTech fails or is otherwise unable to fulfill its obligations relative to the MMR technology hereunder, including, without limitation, with respect to purchase orders placed by Advantest for the supply of MMR Materials pursuant to this Agreement, then, without prejudice to Advantest's other rights and remedies available under this Agreement, KryoTech shall use its commercially reasonable best efforts to promptly (a) assist Advantest in entering into a license agreement directly with MMR (if MMR desires to enter into such license agreement with Advantest) under

which relevant rights and licenses under the Kleemenko License shall be granted directly by MMR to Advantest on terms consistent with the same rights and licenses granted to KryoTech (the "MMR-Advantest License") (such best efforts shall include, without limitation, KryoTech's participation in discussions with MMR to the extent reasonably requested by Advantest), and (b) amend the MMR-KryoTech License Agreement to the extent necessary to ensure the MMR-Advantest License (as and if ultimately agreed between MMR and Advantest) is able to be granted by MMR to Advantest without causing any conflict with the terms of the MMR-KryoTech License Agreement. In the event that (y) the MMR-Advantest License is not agreed in writing by MMR and Advantest within thirty (30) days after the Effective Date, and (z) the MMR-KryoTech License Agreement is not amended to the satisfaction of Advantest in accordance with (b) above within such thirty (30) day period, then, Advantest may, at its option, terminate this Agreement immediately upon written notice to KryoTech.

3. Transfer of Responsibilities

3.1 Transfer. KryoTech shall cooperate with Advantest in taking the necessary steps, as soon as reasonably practicable, to transfer total responsibility for the design, manufacturing and support of the Licensed Products from KryoTech to Advantest so that Advantest can maintain continuity of supply and support Licensed Products made independently by Advantest for sale to Intel pursuant to the Intel Purchase Agreement. The period from the Effective Date up to the date on which total responsibility for the design, manufacturing and support of the Licensed Products is completely transferred from KryoTech to Advantest to Advantest's satisfaction, shall be referred to as the "Transition Period" for the purpose of this Agreement.

3.2 Non-Compete. KryoTech will not produce, or out-source production of, the Licensed Products for sale, lease or other disposition to Intel other than in accordance with a written request from Advantest pursuant to the OEM Purchase Agreement and/or this Agreement.

3.3 KryoTech's use of KryoTech Intellectual Property Rights. Notwithstanding the exclusive license rights granted by KryoTech to Advantest under Section 2.1, KryoTech shall have the right to use the KryoTech Intellectual Property Rights to manufacture the Licensed Products for sale to Advantest in accordance with the terms and conditions of the OEM Purchase Agreement and this Agreement. For the avoidance of doubt, all rights in and to the KryoTech Intellectual Property Rights not expressly granted to Advantest under this Agreement or the OEM Purchase Agreement are expressly reserved to KryoTech.

4. Maintenance and Support

4.1 Included Technical Assistance.

(a) KryoTech hereby acknowledges and agrees that the Technical Information is composed, to a significant extent, of know-how relating to the development and manufacturing of the Licensed Product (including, without limitation, Improvements to the Licensed Product provided by KryoTech to Advantest under this Agreement), and that the delivery of such know-how will be essential to Advantest's ability to successfully manufacture the Licensed Product. Accordingly, KryoTech agrees that, as an integral aspect of the rights to be provided to Advantest hereunder, KryoTech shall, during the period between the Effective Date and the date of

the first acceptance by Intel of an Advantest handler containing a Licensed Product, provide to Advantest, at Advantest's request, up to two thousand (2,000) Person Hours of training of and consultation with Advantest engineers, free of charge, (the "**Included Technical Assistance**") in order to assist in the transfer to Advantest of all Technical Information necessary or useful in connection with the manufacture of Licensed Products.

(b) Advantest may elect for up to one thousand (1,000) Person Hours of the Included Technical Assistance to take place at Advantest's Japan locations (the "**Japan Person Hours**"). The time for transportation of relevant personnel thereto shall be excluded from the calculation of Person Hours, and the costs related to such transportation shall be borne by KryoTech.

(c) In the event that (i) Advantest uses more than one thousand (1,000) Person Hours at locations outside of Advantest's Japan locations ("**Non-Japan Person Hours**"), and (ii) Advantest has not utilized all of the one thousand (1,000) Japan Person Hours referred to in Section 4.1(b), then, Advantest shall have the option, but not the obligation, to pay for any Non-Japan Person Hours above one thousand (1,000) such hours, at the hourly rate applicable to Additional Engineering Services pursuant to Section 4.2, so as to be able to continue to utilize the complete one thousand (1,000) Japan Person Hours free of charge.

(d) The format and substance of all Included Technical Assistance must be approved by Advantest in writing in advance.

(e) KryoTech shall maintain hourly time records for all Person Hours performed hereunder and shall submit to Advantest, on a monthly basis (or at any other time upon requested by Advantest), such hourly time records, including an account of individuals who performed any such Person Hours and full details of the training and/or consultation services provided by each such individual during each such Person Hour.

4.2 Additional Engineering Services. After the first acceptance by Intel of an Advantest handler containing a Licensed Product, or before such time if Advantest has already used all of the Included Technical Assistance, KryoTech shall provide additional engineering services (the "**Additional Engineering Services**") at the following rates:

- (a) Labor: US\$75 per person/hour.
- (b) Material: KryoTech's direct cost.
- (c) Travel: All reasonable travel expense of the personnel providing such services.

4.3 Purchase of Parts and Components.

(a) KryoTech will make available for purchase by Advantest, at mutually agreed prices, all parts, components, machines, tools and other items necessary or useful in connection with the manufacture of Licensed Products as shown on Exhibit A. Advantest will have the right, but not the obligation, to purchase from KryoTech all or any of the material listed on Exhibit A hereto on terms and conditions of a purchase and sale agreement to be separately executed by the Parties. KryoTech will notify Advantest of any proposed changes or modifications to any such parts, components, machines, tools or other items and will obtain Advantest's written consent to any such changes or modifications prior to implementing the same.

(b) On or before the Effective Date, KryoTech shall deliver to Advantest the names and addresses of KryoTech's sources for relevant Licensed Product parts not manufactured by KryoTech, including appropriate part numbers for commercially available equivalents of electronic parts. KryoTech will use all reasonable efforts to ensure that Advantest will have the right to purchase all such parts directly from KryoTech's vendor's and KryoTech will assign to Advantest its purchasing rights with such Vendors.

4.4 Source Code. Without in any way limiting the rights granted to Advantest pursuant to Section 2.1 or elsewhere in this Agreement, or KryoTech's obligations under Section 2.3 or elsewhere in this Agreement, the Party's acknowledge that the source code of the Software will be used by Advantest primarily to investigate and inform KryoTech of any Software-related root causes (including bugs) of any field failures of Licensed Products. Based on any such root cause information provided to KryoTech by Advantest, KryoTech will, at its cost, promptly eliminate such root causes, and modify the source code of the Software then at issue, and provide Advantest with such modified source code. In event that Advantest modifies such source code, Advantest will be responsible for any and all upgrade, maintenance, and failure fixing of such modified source code. Notwithstanding the foregoing, the Parties acknowledge and agree that (a) Advantest is under no obligation to investigate Software-related root causes of any field failures of Licensed Products, and (b) it is KryoTech's responsibility to identify and eliminate such root-causes.

5. Payments and Reports

5.1 Royalty. In consideration of all the rights and licenses granted and assigned to Advantest pursuant to this Agreement, Advantest agrees, subject to Sections 5.2 and 5.3, to pay to KryoTech a royalty fee per Intel Sale in accordance with the royalty fee schedule set forth in Exhibit B (the "Royalty Fees").

5.2 Deduction of MMR Payments. Advantest shall be entitled to reduce the total of any Royalty Fees payable by Advantest to KryoTech hereunder for any royalty period by any amount paid by Advantest to MMR with respect to the MMR-Advantest License.

5.3 Reduced Royalty. Without limiting the application of Section 5.2, if KryoTech is in material breach of this Agreement and has failed to remedy such breach within thirty (30) days of receiving written notice of such breach from Advantest, then, upon written notice from Advantest to KryoTech, the Royalty Fees shall be reduced in accordance with the rates set forth in Exhibit E.

5.4 Records and Reports. Advantest shall keep complete and accurate records of Intel Sales in sufficient detail to enable the amounts payable hereunder to be determined. Within ten (10) days after the last day of each month from March 2004 up to and including September 2004, Advantest shall deliver to KryoTech a true and accurate report of the Intel Sales under this Agreement during the preceding month setting forth in reasonable detail the calculation of the amounts due to KryoTech for such month (the "Initial Royalty Reports"). After September 2004, and for the remainder of the term of this Agreement, within ten (10) days after the last day of each subsequent calendar quarter ending March 31, June 30, September 30 and December 31, Advantest shall deliver to KryoTech a true and accurate report of the Intel Sales under this Agreement during the preceding calendar quarter setting forth in reasonable detail the calculation of the amounts due to KryoTech for such calendar quarter (the "Subsequent Royalty Reports"). For the purposes of this Agreement, each of the Initial Royalty Reports and the Subsequent Royalty Reports shall constitute a "Royalty Report". Each Royalty Report shall include (a) the total number of Intel Sales during the relevant period, and (b) the calculation of Royalty Fees due to KryoTech for such period pursuant to Section 5.1. For the avoidance of doubt, no Royalty Report shall be due prior to March 2004 and, in the event that any Intel Sales occur prior to March 2004, then the March 2004 Royalty Report shall include details of any such Intel Sales.

5.5 Payment. On the basis of a Royalty Report, and within ten (10) days from KryoTech's receipt of each Royalty Report, KryoTech will issue to Advantest an invoice for the Royalty Fees due for the applicable royalty period. After receipt of such invoice, Advantest will pay to KryoTech the Royalty Fees due for the royalty period to which such invoice corresponds, within thirty (30) days from its receipt of such invoice.

5.6 Third Party Fees. KryoTech shall pay any and all royalty, license and other fees due to third parties with respect to the rights granted hereunder, including, without limitation, any such rights licensed or assigned pursuant to Section 2.5. To the extent that Advantest is required by law to pay any such royalty, license or other fees direct to any such third party, then Advantest shall pay such fees, but shall have the option of either (a) obtaining prompt reimbursement from KryoTech for the full amount of any such fees, or (b) withholding the full amount of any such fees from any amount owing or becoming due from Advantest to KryoTech under this Agreement, the OEM Purchase Agreement or any other agreement entered into by and between the Parties.

6. Existing, New and Transition Purchase Orders

6.1 Existing Purchase Orders

(a) KryoTech is solely responsible for assembly, test and shipment of Licensed Products that are the subject of existing purchase orders or of purchase orders delivered to KryoTech at anytime before Intel first accepts an Advantest handler containing a Licensed Product (or thereafter on the mutual written agreement of the Parties).

(b) As at the Effective Date, Advantest has the following two (2) current purchase orders with KryoTech: (i) PO#94011012-0 for ten (10) UTCS; and (ii) PO#94011013-0 for ten (10) UTCS, meaning there are a total of twenty (20) UTCS on order ("Existing Purchase Orders"). In consideration of KryoTech having agreed to reduce the purchase price of each UTCS unit under the Existing Purchase Orders from thirty eight thousand U.S. dollars

(US\$38,000) to thirty five thousand U.S. dollars (US\$35,000), Advantest shall (a) make an advance payment of thirty percent (30%) of the reduced purchase price (i.e. ten thousand five hundred U.S. dollars (US\$10,500)) per UTCS unit there under, and (b) make a further advance payment of three thousand U.S. dollars (US\$3,000) towards the reduced purchase price of each UTCS under the Existing Purchase Orders (the "EPO Advance Payments"). The EPO Advance Payments shall be payable in three (3) installments as follows:

(i) Sixty thousand U.S. dollars (US\$60,000) within one (1) week of the Effective Date against the EPO Advance Payments applicable to UTCS units under PO#94011012-0;

(ii) Seventy five thousand U.S. dollars (US\$75,000) on or before November 30, 2003 for the remainder of the EPO Advance Payments applicable to UTCS units under PO#94011012-0; and

(iii) One hundred and thirty five thousand U.S. dollars (US\$135,000) on or before January 16, 2004 for the EPO Advance Payments applicable to UTCS units under PO#94011013-0.

Advantest shall pay the balance of the purchase price for each UTCS unit (i.e. the reduced purchase price of thirty five thousand U.S. dollars (US\$35,000) minus the EPO Advance Payments of thirteen thousand five hundred U.S. dollars (US\$13,500) per such UTCS unit), upon shipment of each applicable complete Existing Purchase Order in accordance with the terms of the Existing Purchase Order.

(c) Notwithstanding Section 6.1(b), the effectiveness of the Existing Purchase Orders shall be conditional upon Advantest receiving a purchase(s) order from Intel for products incorporating not less than twenty (20) UTCS by November 30, 2003. In the event that such order is not received by Advantest from Intel before such time, then each of the Existing Purchase Orders shall be voidable by Advantest, in whole or in part, at Advantest's sole option. In the event that Advantest so voids an Existing Purchase Order upon notice in writing to KryoTech, KryoTech shall, within thirty (30) days from the date therefore, refund in full to Advantest any EPO Advance Payments made by Advantest. Notwithstanding the foregoing, to meet the shipment schedule set forth in Exhibit C, KryoTech will have already purchased and started the assembly of UTCS units prior to November 30, 2003 in anticipation of Intel's purchase order to Advantest. Accordingly, Advantest shall be responsible for all actual, reasonable and substantiated costs incurred by KryoTech on behalf of Advantest relative to the voiding of such Existing Purchase Orders; provided, that in no event shall Advantest be responsible for any such costs in excess of eighteen thousand U.S. dollars (US\$18,000) per UTCS unit, inclusive of any EPO Advance Payments made by Advantest. KryoTech will make all commercially reasonable efforts (e.g., cancellation of purchase orders) to minimize such costs. Advantest shall be entitled to all work and materials paid for.

(d) Other than to the extent, if any, that the Existing Purchase Orders are voided pursuant to Section 6.1(c), KryoTech will deliver the twenty (20) UTCS referred to Section 6.1(b) in accordance with the time schedule set forth in Exhibit C. For every UTCS unit delivered by

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KryoTech past the Penalty Date, KryoTech will waive its right to any Royalty Fee with respect to UTCS manufactured by Advantest on a one-for-one basis.

6.2 Transition Purchase Orders.

(a) Purchase orders placed by Advantest for UTCS (whole units, completed assemblies and kits, and/or Material Kits listed in Exhibit A) after the Existing Purchase Orders but before Intel first accepts an Advantest handler containing a Licensed Product are referred to as "Transition Purchase Orders" in this Agreement. KryoTech will offer a discount of two thousand U.S. dollars (US\$2000) for each unit of such Licensed Product covered under a Transition Purchase Order, if KryoTech delivers these as completed and tested UTCS whole units.

(b) If Advantest receives a purchase order(s) from Intel for Advantest handlers containing a minimum of twenty (20) UTCS by December 15, 2003, then Advantest shall place Transition Purchase Orders for a minimum of (i) twenty (20) UTCS whole units or (ii) twenty (20) UTCS equivalent sets of completed assemblies and kits outlined in Exhibit A at the prices referenced in Exhibit A. For each of the twenty (20) sets of completed assemblies and kits referred to in (ii) above, Advantest shall make a thirty percent (30%) advance payment on the costs of the materials therefor ordered under Exhibit A (i.e. four thousand five hundred U.S. dollars (US\$4,500) based on a fifteen thousand U.S. dollar (US\$15,000) base price). Such advance payment shall be payable within thirty (30) days after KryoTech's acceptance of Advantest's Transition Purchase Orders for such completed assemblies and kits. In consideration for the advance payment, the total price of the applicable sets of completed assemblies and kits shall be reduced by eight percent (8%). Advantest shall pay the balance of such Transition Purchase Order (i.e. the eight percent (8%) discounted purchase price minus the thirty percent (30%) advance payments) upon shipment of applicable set of completed assemblies and kits under such Transition Purchase Order.

(c) If KryoTech delivers the completed assemblies and kits past the Penalty Date or past two (2) weeks of KryoTech's committed delivery date, then KryoTech will pay Advantest a penalty fee of one percent (1%) per day late, up to a maximum of five percent (5%) of total price of such assemblies and kits as per Exhibit A. To meet the shipment schedule set forth in Exhibit C, KryoTech will have to purchase and start the assembly and/ or kitting of such UTCS units referred to in Section 6.2(b) prior to December 15, 2003 in anticipation of Intel's purchase order to Advantest. Accordingly, in the event that Advantest does not place the Transition Purchase Order referred to in Section 6.2(b) with KryoTech, then Advantest shall be responsible for all actual, reasonable and substantiated costs incurred by KryoTech on behalf of Advantest relative to meeting the above delivery objectives (but any such amounts paid by Advantest shall be credited against any future orders placed by Advantest with KryoTech for such material); provided, that in no event shall Advantest be responsible for any such costs in excess of twelve thousand U.S. dollars (US\$12,000). KryoTech will make all commercially reasonable efforts (e.g., cancellation of purchase orders) to minimize such costs. Advantest shall be entitled to all work and materials paid for.

7. Intellectual Property Rights

7.1 Ownership. As between the Parties, KryoTech owns and shall own all right, title and interest in and to the KryoTech Intellectual Property Rights including, without limitation, any such Intellectual Property Rights in and to the Technical Information delivered by KryoTech to Advantest under this Agreement. Notwithstanding the foregoing, all technology, technical information and software independently developed by Advantest, including, without limitation, any improvements to, or modifications of, any Technical Information or any Licensed Product, and all Intellectual Property Rights therein, will be solely owned by Advantest, subject to KryoTech's ownership of any preexisting KryoTech Intellectual Property Rights.

7.2 Recordation of License. If requested by Advantest, and at Advantest's expense, KryoTech shall reasonably assist Advantest in recording this Agreement and/or any of the KryoTech Intellectual Property Right licenses granted hereunder against any relevant KryoTech Intellectual Property Right registration(s) (or application(s) for registration) in any relevant patent office or other intellectual property office.

8. Warranties and Disclaimer

8.1 KryoTech Warranties.

(a) Corporate Warranty. KryoTech represents and warrants to Advantest that KryoTech has full power, right and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to Advantest herein, and that this Agreement is valid, binding and enforceable against it (subject to applicable principles of equity and bankruptcy and insolvency laws).

(b) No Conflict. KryoTech represents and warrants that the execution of this Agreement, the granting of the rights and licenses to Advantest herein, and the performance of its obligations hereunder does not and will not (i) violate the Articles of Incorporation or By-laws of KryoTech or any provision of any Applicable Law; or (ii) conflict with or violate any other agreement to which KryoTech is a party.

(c) Rights; Non-Infringement. KryoTech represents and warrants that it owns or has obtained the rights to grant the licenses herein, and that the use of the KryoTech Intellectual Property Rights, the Technical Information and the Licensed Product in accordance with the terms of this Agreement, does not and will not infringe or misappropriate any Copyright, Trade Secret, Trademark, Patent or other intellectual property or proprietary right of any third party.

(d) No Claims. KryoTech represents and warrants that, to the best of its knowledge, (i) no claims or demands have been made in respect of the Licensed Product and (ii) no proceedings have been instituted or are pending or threatened that challenge the rights of KryoTech in respect of the Licensed Product.

(e) All Necessary Licenses, Rights and Technical Information. KryoTech represents and warrants that (i) the rights and licensed granted and assigned to Advantest hereunder, and the Technical Information (including, without limitation, Software) delivered to Advantest hereunder, shall be sufficient to enable Advantest to make, have made, use, import,

repair or otherwise exploit Licensed Products, and to sell, offer for sale, distribute, lease and otherwise dispose of Licensed Products as incorporated in Advantest test handler units provided to Intel applications under the Intel Purchase Agreement, and (ii) the Technical Information (including, without limitation, Software) provided by KryoTech to Advantest pursuant to this Agreement will include all necessary and sufficient technical information and software that KryoTech uses in the manufacture of the Licensed Products.

(f) Accuracy of Technical Information. KryoTech represents and warrants that, to the best of its knowledge (after having made diligent enquiries), all Technical Information provided by KryoTech to Advantest pursuant to this Agreement will be accurate.

(g) KryoTech Financial Disclosure. KryoTech, without waiver of its obligations under this Agreement, hereby discloses to Advantest that based on its current financial projections that it will require outside funding in order to complete its obligations under this Agreement. KryoTech is actively pursuing such outside funding, but it has not been secured as of the Effective Date of this Agreement.

8.2 Advantest Corporate Warranty. Advantest represents and warrants to KryoTech that Advantest has full power, right and authority to enter into this Agreement and to carry out its obligations under this Agreement, and that this Agreement is valid, binding and enforceable against it (subject to applicable principles of equity and bankruptcy and insolvency laws).

9. Indemnification

9.1 KryoTech Indemnity. KryoTech shall indemnify, hold harmless and defend Advantest, at its own expense, with respect to any third party claim, action or allegation brought against Advantest or its Affiliates, officers, directors, employees, shareholders, consultants and agents to the extent it relates to or results from (a) any breach of the representations and warranties of KryoTech set forth in Sections 8.1 and 2.6, (b) any breach of KryoTech's continuing support, maintenance and training obligations under the OEM Purchase Agreement as set forth in Section 12.1, or (c) any claim, action or allegation that the KryoTech Intellectual Property Rights, the Technical Information, or any Licensed Product, or the use thereof in accordance with this Agreement, infringes or misappropriates any Copyright, Trade Secret, Patent or any other Intellectual Property Right of any third party (each a "Advantest Claim"). KryoTech shall pay any liability, damages, costs or expenses attributable to such Advantest Claim that are awarded or imposed by a final judgment or determination or, subject to Advantest's reasonable approval, awarded, imposed or incurred in connection with a settlement or other similar agreement entered into as a result of such Advantest Claim. Advantest agrees to give prompt written notice to KryoTech of any Advantest Claim and to provide KryoTech with such reasonable assistance and information, at KryoTech's expense, as KryoTech may reasonably require to defend against such Advantest Claim. KryoTech will have the exclusive right to defend any Advantest Claim and, subject to Advantest's reasonable approval, make settlements thereof. In the event an infringement or misappropriation claim, action or allegation is brought or threatened, KryoTech shall, at its sole option and expense and in addition to its other obligations pursuant to this Section 9.1: (a) procure for Advantest the right to continue use of the infringing or misappropriated materials or (b) modify, amend or replace the infringing or misappropriated materials, without significant loss of functionality and performance. The foregoing indemnity obligations will not

apply to the extent the claimed infringement or misappropriation arises solely as a result of modifications to the Licensed Product not made by or for KryoTech, unless such modifications were made at the direction of, and in accordance with instructions from, KryoTech.

9.2 Prosecution of Infringers. KryoTech and Advantest shall give each other written notice of any acts of infringement by third parties involving Intellectual Property Rights relating to the Licensed Product of which KryoTech or Advantest has or obtains knowledge, and the Parties shall consult together with a view to determine the course of action, if any, to be taken in such circumstances. KryoTech shall have the initial right to take action to enforce such rights. If, and only if, KryoTech does not undertake reasonable efforts to enforce such rights within seven (7) days after receiving notice thereof, then Advantest may take such actions on KryoTech's behalf at Advantest's expense. Each Party shall render to the other such reasonable cooperation and assistance as is reasonably requested by the other Party in proceedings against an infringer brought in accordance with this Section 9.2, at the other Party's expense. Any damages awarded in any such proceedings will be awarded to the Party that undertakes legal action.

10. Confidential Information

10.1 Obligations. The Parties acknowledge and agree that proprietary or nonpublic information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") directly or indirectly, which information is marked as "proprietary" or "confidential" or, if disclosed orally, is designated as confidential or proprietary at the time of disclosure and reduced in writing or other tangible (including electronic) form that includes a prominent confidentiality notice and delivered to the Receiving Party within fifteen (15) days of disclosure, constitutes the confidential and proprietary information ("**Confidential Information**") of the Disclosing Party. The Receiving Party shall retain in confidence and not disclose to any third party any Confidential Information of the Disclosing Party without the Disclosing Party's express written consent, and the Receiving Party shall not use such Confidential Information except to exercise the rights and perform its obligations under this Agreement. Without limiting the foregoing, each Party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care. The confidentiality obligations set forth in this Section 10.1 shall apply, with regard to each item of Confidential Information disclosed hereunder, for a period of three (3) years following the Receiving Party's receipt of such item of Confidential Information.

10.2 Exceptions. Notwithstanding the foregoing, Confidential Information will not include information that: (a) was already known the Receiving Party, other than under an obligation of confidentiality to the Disclosing Party, at the time of disclosure hereunder; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party hereunder; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; (d) was subsequently lawfully disclosed to the receiving Party by a person other than a Party or developed by the Receiving Party without reference to any Confidential Information disclosed by the Disclosing Party; or (e) was independently developed by the Receiving Party, as evidenced by contemporaneous records of such development.

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10.3 Contractors. Advantest may retain the services of certain third parties (each a "Contractor") to perform services on Advantest's behalf in connection with the Licensed Products and disclose KryoTech Confidential Information to such Contractors; provided, however, that any such Contractor's access to and use of KryoTech Confidential Information will only be permitted pursuant to a signed written agreement (a "Contractor Agreement") between Advantest and such Contractor that contains terms at least as protective of KryoTech' Confidential Information as those set forth in this Section 10 and that protects KryoTech' Intellectual Property Rights in the Licensed Product at least to the degree set forth in this Agreement.

10.4 Confidentiality of Agreement; Publicity. Each Party agrees that the terms and conditions of this Agreement, the OEM Purchase Agreement, the Intel Purchase Agreement and the Term Sheet shall be treated as Confidential Information and that no reference shall be made thereto without the prior written consent of the other Party (which consent shall not be unreasonably withheld) except (a) as required by Applicable Law including, without limitation, by the U.S. Securities and Exchange Commission and Japanese Governmental Authorities, (b) to its accountants, banks, financing sources, lawyers and other professional advisors, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, (c) in connection with the enforcement of this Agreement, (d) in connection with a merger, acquisition or proposed merger or acquisition, or (e) pursuant to joint press releases agreed upon by the Parties. The Parties will consult with each other, in advance, with regard to the terms of all proposed press releases, public announcements and other public statements with respect to the transactions contemplated hereby.

11. Term and Termination

11.1 Term. This Agreement will be effective as of the Effective Date and will continue in full force and effect indefinitely (the "Term"), unless terminated as set forth in this Section 11.

11.2 Termination. Advantest may terminate this Agreement (a) without cause upon providing thirty (30) days written notice to KryoTech or (b) in accordance with Section 2.6.

11.3 Effect of Termination; Survival. The terms and conditions of the following Sections will survive termination or expiration of this Agreement: 1, 2.1(to the extent set forth in Section 11.3(a)), 5, 7, 8, 9, 10, 11.3, 12 and 13. KryoTech's representation and warranty in Section 2.6 shall also survive. In addition, the termination or expiration of this Agreement shall not relieve either Party of any liability or responsibility that accrued prior to such termination or expiration. Except as expressly provided in this Section 11.3, all other provisions of this Agreement shall terminate upon the expiration or termination hereof. Upon any termination of this Agreement (a) all licenses and rights granted to Advantest hereunder relating to any Licensed Products manufactured prior to, or in the process of manufacture as at, the date of termination shall continue in perpetuity, (b) all other rights and licenses granted to Advantest under this Agreement and all other rights and obligations hereunder shall terminate, (c) subject to any continuing rights pursuant to sub-Section (a) above, within thirty (30) days after the date of termination, Advantest will cease using and return, or at KryoTech' written request destroy, the Technical Information delivered by KryoTech hereunder and all KryoTech' Confidential Information in its possession, custody or control in whichever form held (including without limitation all documents or media containing any of the foregoing and all copies, extracts or embodiments thereof), and (d) subject to

any continuing rights pursuant to sub-Section (a) above, within thirty (30) days after the date of termination of this Agreement for any reason, KryoTech shall, at Advantest's option, return or destroy any copies of the Confidential Information of Advantest in its possession.

11.4 License if KryoTech Enters Bankruptcy. If, at any time during the Term, KryoTech: (a) files a voluntary petition in bankruptcy under Chapter 7 or 11 United States Code (the "Bankruptcy Code"); or (b) has an involuntary petition in bankruptcy filed against it under Chapter 7 of the Bankruptcy Code, which petition is not dismissed within thirty (30) days, Advantest may elect to retain its right in the licenses granted in this Agreement, subject to the terms of this Agreement, in accordance with Chapter 3, Section 365(n) of the Bankruptcy Code. The licenses granted in this Agreement will be deemed licenses of "intellectual property" under Section 365(n) of the Bankruptcy Code.

12. Continuing Obligations under the OEM Purchase Agreement

12.1 Inconsistency; Continuing Obligations. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the OEM Purchase Agreement, the terms and conditions of this Agreement shall control. Subject to the foregoing, the OEM Purchase Agreement shall continue in full force and effect in accordance with its terms, including, without limitation, with respect to the following matters:

(a) KryoTech shall continue to be obligated under Section 4 of the OEM Purchase Agreement with respect to all OEM Products manufactured by KryoTech and paid for by Advantest under the terms of the OEM Purchase Agreement. This continuing obligation includes provision of appropriate engineering resources to bring such OEM Products into compliance with Intel's revised thermal requirements. All subsequent KryoTech engineering support shall be provided at Advantest's request subject to the rates set forth in this Agreement for Additional Engineering Services set forth in Section 4.2; and

(b) KryoTech shall continue to be obligated to provide support under Section 7 of the OEM Purchase Agreement including training, installation, maintenance and spare parts as specified therein for all OEM Products manufactured by KryoTech and paid for by Advantest under the terms of the OEM Purchase Agreement, provided, however, that KryoTech shall have no such responsibilities under Section 4 and Section 7 of the OEM Purchase Agreement with respect to Licensed Products manufactured by Advantest under this Agreement.

12.2 Failure to Perform. In the event that KryoTech fails to perform or otherwise meet its obligations referred to in Sections 12.1(a) and 12.1(b) within reasonable timeframes (as determined by Advantest) on an ongoing basis, then, in addition to KryoTech's indemnity obligations relating to such failure as set forth in Section 9.1, (a) KryoTech shall be in breach of Section 12.1 of this Agreement and the relevant provisions of the OEM Purchase Agreement, and (b) Advantest shall have the right to immediately perform or engage third parties to perform the relevant KryoTech support obligations at KryoTech's cost.

13. General Provisions

13.1 Governing Law; Dispute Resolution. The validity, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America. All disputes between the Parties arising out of this Agreement shall be settled by the Parties amicably through good faith discussions upon the written request of either Party. In the event that any such dispute cannot be resolved thereby within a period of sixty (60) days after such written request has been given, such dispute shall be finally settled by arbitration in California, United States of America, using the English language, and in accordance with the rules then in effect of the American Arbitration Association. The arbitrator(s) shall have the authority to grant specific performance, and to allocate between the Parties the costs of arbitration in such equitable manner as the arbitrator(s) may determine. The prevailing Party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. Judgement upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either Party shall have the right to institute a legal action in a court of proper jurisdiction for injunctive relief and/or a decree for specific performance pending final settlement by arbitration.

13.2 Notices and Other Communications. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in the English language and shall be provided by one or more of the following means and shall be deemed to have been duly given (a) if delivered personally, when received, (b) if transmitted by facsimile, on the first (1st) business day following receipt of a transmittal confirmation, or (c) if by international courier service, on the fourth (4th) business day following the date of deposit with such courier service, or such earlier delivery date as may be confirmed in writing to the sender by such courier service. All such notices, requests, demands and other communications shall be addressed as follows:

If to KryoTech: Mr. David Niles
KryoTech, Inc.
Senior Vice President – CFO & CIO
2547 Morningside Drive
West Columbia, SC 29169
Tel: 803-239-2005

With a copy to: Mr. John Levchuk
KryoTech, Inc.
Vice President – Product & Program Management
2547 Morningside Drive
West Columbia, SC 29169
Tel: 803-239-2010

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If to Advantest: Mr. Kenichi Mitsuoka
Advantest Corporation
Managing Executive Officer
Senior Vice President, FA Business Group
1-5, Shin-tone, Otone-machi,
Kitasaitama-gun, Saitama 349-1158, Japan
Tel.: 81-480-72-6300

With a copy to: Mr. Masaharu Wakii
Advantest Corporation
General Manager, Business Support Division
54-1, Shinozuka, Ora-machi,
Ora-gun, Gunma 370-0615, Japan
Tel.: 81-276-88-7500

or to such other address or facsimile number as a Party may have specified to the other Parties in writing delivered in accordance with this Section 13.2.

13.3 Language. This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language shall be for accommodations only and shall not be binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

13.4 Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable (including, without limitation, as a result of objections by the Japanese Fair Trade Commission) then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any Party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the Parties' intent in entering into this Agreement.

13.5 References: Subject Headings. Unless otherwise indicated, references to Sections and Exhibits herein are to Sections of, and Exhibits to, this Agreement. The subject headings of the Sections of this Agreement are included for the purpose of convenience of reference only, and shall not affect the construction or interpretation of any of its provisions.

13.6 No Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on a Party unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by the waiving Party. The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by one or both of the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

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13.7 Entire Agreement; Amendments. The terms and conditions contained in this Agreement (including the Exhibits and any addenda hereto signed by both Parties) and the OEM Purchase Agreement (but subject to the first sentence of Section 12.1 of this Agreement) constitute the entire agreement between the Parties and supersede all previous agreements and understandings (including, without limitation, the Term Sheet) whether oral or written, between the Parties with respect to the subject matter hereof. No agreement or understanding amending this Agreement shall be binding upon any Party unless set forth in a written document which expressly refers to this Agreement and which is signed and delivered by duly authorized representatives of each Party.

13.8 Assignment. Neither Party shall have the right to assign any of its right or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Kryotech shall not assign any of its right, title or interest in or to any of the Kryotech Intellectual Property Rights that are the subject of any licenses granted to Advantest under this Agreement without first obtaining, as a condition to the effectiveness of such assignment, an express agreement in writing from the would be assignee of any such rights, in a form and substance acceptable to Advantest, acknowledging the existence of, and agreeing to assume Kryotech's obligations and to honor, Advantest's rights in and to such Kryotech Intellectual Property Rights under this Agreement and the OEM Purchase Agreement. Any purported assignment in breach of this Section 13.8 shall be void. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns.

13.9 Rights and Remedies. No exercise or enforcement by either Party of any right or remedy under this Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce.

13.10 No Agency. The Parties are independent contractors. Nothing contained herein or done in pursuant of this Agreement shall constitute any Party the agent of any other Party for any purpose or in any sense whatsoever.

13.11 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

13.12 Force Majeure. Neither Party will be liable for damages or penalties or held in default for delay in delivery or performance or for failure to give notice of delay when the delay is due to the elements, acts of God, delays in transportation or delivery, or any other similar causes beyond the reasonable control of such Party; provided, however, that "cause beyond the reasonable control of such Party" do not include any order, regulation or written directive of such Party.

13.13 Limitation of Liability. Except for Kryotech's indemnification obligation for liability relating to third party claims under Section 9 or for liability arising out of a breach of Section 10, in no event will either Party have any liability for any indirect, incidental, special or consequential damages, however caused and on any theory of liability, whether for breach of contract, tort or otherwise, arising out of or related to this Agreement, including but not limited to,

loss of anticipated profits, loss of data, or loss of use, even if such Party has been advised of the possibility of such damages.

13.14 Export Restrictions. KryoTech will be solely responsible for obtaining any and all approvals and licenses required under any United States laws or regulations (including, without limitation, all technology export laws and regulations) in connection with the licenses and rights granted hereunder, and Technical Information (including, without limitation, Software) to be delivered hereunder, to Advantest.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by duly authorized representatives on the dates set forth below.

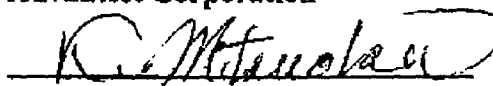
KryoTech, Inc.



By: Allan M. Quick

Title: President & CEO

Advantest Corporation



By: Kenichi Mitsuoka

Title: Managing Executive Officer
Senior Vice President,
FA Business Group