504563905 09/25/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4610616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
SV PROBE, INC.	10/15/2003

RECEIVING PARTY DATA

Name:	SV TECHNOLOGY INC	
Street Address:	Address: INTERNATIONAL TRUST LIMITED SUITE 802	
Internal Address: ST JAMES COURT, ST DENNIS STREET		
City:	PORT LOUIS	
State/Country:	MAURITIUS	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5952843
Patent Number:	6507207

CORRESPONDENCE DATA

Fax Number: (408)414-1076

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4084141080

Email: vneill@h35g.com

Correspondent Name: EDWARD A BECKER

Address Line 1: 1 ALMADEN BLVD, FLOOR 12

Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER: 60148-0010_3

NAME OF SUBMITTER: EDWARD A. BECKER

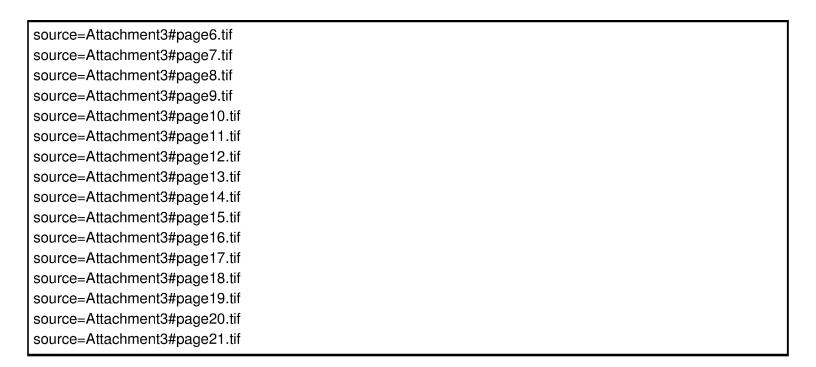
SIGNATURE: /EdwardABecker#37777/

DATE SIGNED: 09/25/2017

Total Attachments: 21

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PATENT 504563905 REEL: 044000 FRAME: 0343



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TECHNOLOGY TRANSFER AGREEMENT

BETWEEN

SV PROBE, INC

AND

SV TECHNOLOGY INC

DATED AS AT 15 OCTOBER 2003

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TECHNOLOGY TRANSFER AGREEMENT

AGREEMENT is made on the 15th day of October 2003

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BETWEEN:

(1)) **SV Probe, Inc.** incorporated in the State of California and having its registered office at 6680 Via Del Oro, San Jose CA 95119, USA ('the Grantor')

and

(2) **SV Technology Inc**, a Global Business Licence Category 2 company incorporated in the Republic of Mauritius with its registered address at International Trust Limited Suite 802, St James Court, St Dennis Street, Port Louis ("the Licensee")

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Definitions and Interpretations

 $1.1\,$, In this Agreement the following expressions shall have the following meanings:

"Associated Companies"

any person which is either the holding company of the Licensee or a subsidiary of the Licensee or of the Licensee 's holding company and any other person controlled by or under the same control direct or indirect as the Licensee.

"Effective Date"

date of this Agreement.

"Facilities"

manufacturing centers and customer support centers in connection with or relating to the manufacturing, design, rework, repair and supply of the Products.

"Improvements"

all improvements, modifications or adaptations to any part of the Technical Data which might reasonably be of commercial interest to either party in the design manufacture or supply of the Products or in the operation of the Process.

"Intellectual Property Rights"

any and all intellectual and industrial property rights throughout the world including without limitation rights in respect of or in connection with: copyright (including future copyright and rights in the nature of or

analogous to copyright); moral rights; inventions (including patents); trade marks, service marks, designs, and circuit layouts whether or not now existing and whether or not registered or registerable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

"Know-how"

all the knowledge, written or oral, whether in the form unpatented inventions, formulae, procedures and methods, or current and accumulated skills and experience which the Grantor has acquired or may hereafter acquire, in so far as may be reasonably necessary in the manufacturing of the Products using the Process, including without limitation, all knowledge pertaining to accessories, support equipment, tools, facility interface, console and software for the design manufacture or supply of the Products or in the operation of the Process.

"Parties"

SV Probe, Inc and SV Technology Inc.

"Patents"

all patents and applications short particulars whereof set out in Schedule A hereto.

"Processes"

the processes and methods of working which have been developed or acquired by the Grantor and relating to or in respect of or for the manufacture of the Products and including any improvements to them developed by the Grantor after the date of this Agreement.

"Products"

Probe Cards with technological capabilities as set out in Schedule E.

"Technical Data"

all data and information that can be used or adapted for use in the design manufacture or supply of the Products or in the operation of the Process and includes, without limitation:

- (a) drawing or other constructional data of machinery, tools and equipment for application of the Process and the manufacturing of the Products;
- (b) list of equipment needed so as to arrive at an optimum efficiency in the application of the Process and the manufacturing of the Products;
- (c) general descriptions (including without limitation documents, drawings, blueprints,

specifications) of the application of the Process and the manufacturing of the Products;

(d) such other information as may be necessary to manufacture the Products using the Process and of any Improvement or Development thereon which are held or may be hereafter produced or acquired by the Grantor or which the Grantor now has or may hereafter acquire the right to control and furnish to the Licensee during the term of this Agreement.

"Technology"

all Technical Data, Know-how, patents, registered designs, trade-marks, trade-secrets and other Intellectual Property Rights relating to or connected with the manufacturing, repair, rework and/or sale of the Products using the Process.

"Territories"

the countries listed in Schedule C.

- 1.2 Any reference this Agreement to "clauses", "sub-clauses" and "schedules" are to the clauses, sub-clauses and schedules to this Agreement. The Schedules form a material part of this Agreement and all references to this Agreement shall include references to the Schedules.
- 1.3 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural and vice versa references to natural persons shall include bodies corporate and unincorporated and vice versa and words denoting any gender shall include the genders.
- 1.4 The Schedules form a material part of this Agreement and all references to this Agreement shall include references to the Schedules.

2. Technological Licence

- 2.1 The Grantor shall grant an irrevocable exclusive licence free of royalty to the Licensee without limit in time in the use of the Technology in the Territories.
- 2.2 The Licensee shall be entitled to grant sub-licence of its rights under this Agreement to Associated Companies in the Territories without prior consent of the Grantor.
- 2.3 Associated Companies shall be entitled to exercise all rights of the Licensee arising from or in connection with this Agreement.

3. Transfer of Technology

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- 3.1 Upon execution of this Agreement by both the Parties, the Grantor shall supply the Licensee with all Technical Data in its possession that has not previously been disclosed that is reasonably necessary or desirable to enable the Licensee to operate the Process and to design manufacture on a commercial scale and sell the Products of a quality at least equivalent to those being produced by the Grantor at the Effective Date.
- 3.2 The Grantor shall successfully transfer the Technology to the Licensee in accordance with Schedule D (Time Schedule). The successful Transfer of the Technology to the Licensee will constitute fulfillment of the Grantor's obligations towards the Licensee for the transfer of Technology under this Agreement.
- 3.3 The Technology will be deemed successfully transferred to the Licensee after the Licensee is capable of producing the Products on a commercial scale at a standard and quality at least similar to the standard and quality of the Products manufactured by the Grantor.

4. Technical and Consultancy Services

4.1 The Grantor will make available to the Licensee all Technical and Consultancy Services ("Services") to successfully transfer the Technology and such Services shall include but not limited to the following. The Grantor will:

(a) Technical Data:

- (i) supply the Licensee with all Technical Data;
- (ii) communicate to the Licensee any modifications improvements or additions to the Processes which the Grantor may acquire invent make or discover and shall permit the Licensee to use and apply the same within the Territories in the manufacture of the Products;

(b) Training:

- give instructions in the use of and impart the Technology to enable the employees of the Licensee to study the production methods of the Grantor for the manufacture of the Products;
- (ii) conduct training of the Licensee's employees in accordance with Schedule B. In this connection, the Grantor will provide comprehensive and complete training manuals and materials documenting all (i) process steps (ii) process recipes, and (iii) process flow, relating to and in connection with each of the technological capabilities set out in Schedule E;
- (iii) allow suitably qualified employees of the Licensee to visit such plant or plants of the Grantor in the US and other

countries as the Grantor may decide, to study and acquire knowledge and use of the Technology for the Products;

(c) Experts:

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- supply the services of the Grantor's suitably qualified staff to assist the transfer of the Technology to the Licensee;
- (ii) send one or more of its employees (as the Grantor shall determine) to the Facilities of the Licensee in the Territories for the purpose of demonstrating the use of any modifications, improvements or additions to the Technology;
- (iii) send suitably qualified technical representatives to the Facilities for such periods for the purpose of rendering technical training to the Licensee;

(d) Other Assistance:

- assist the Licensee in the installation and operation of the plant and machinery and the working of the Processes required for the manufacture and repair of the Products;
- (ii) advise the employees of Licensee on quality control in the manufacturing and repair of the Products;
- (iii) advise and specify to the Licensee the necessary qualifications which such employees should possess and provide assistance to hire suitably qualified employees for the Facilities;
- (iv) advise the Licensee on the design of layouts for the Facilities in which the Products may be manufactured/repaired, such advice to include information on the type of machinery tool and equipment for such manufacture/repair and the operation of the same including specifications for the machinery and equipment required for the manufacture/repair of the Products;
- (v) advise and assist the Licensee from time to time at the request of the Licensee in the purchase of tool machinery and equipment and of materials required by the Licensee in the manufacture/repair of the Products;
- (vi) use its own suitably qualified employees to demonstrate to the Licensee that the tool, machinery and equipment to be specified by the Grantor for the manufacture/repair of the Products is capable of producing properly and efficiently the Products of standard and quality not lower than the standard and quality of similar products manufactured by the Grantor;

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- (vii) provide all necessary assistance to the Licensee to enable it to independently promote and extend the use and the sale in the Territories of the Products manufactured; and use its reasonable endeavors to provide any additional assistance to the Licensee at the request of the Licensee;
- (viii) evaluate and report on such samples of materials and of the Products as the Licensee may from time to time send to the Grantor and to advise on the suitability of these materials for use in the manufacture of the Products;
- (ix) conduct performance tests on the Facilities;
- (x) make available engineering services as requested by the Licensee; and
- (xi)certify the desired standard of quality for the finished products.

5. Additional Advice by Grantor's Experts in Licensee's Territories

- 5.1 The Grantor shall be liable for all expenses relating to the installation of equipment listed in Schedule G and provision of training to employees in the Territories in the use and maintenance of the said equipment.
- 5.2 The Licensee may request for consultancy and technical services which are required by the Licensee after the successful transfer of the Technology. At the request of the Licensee, the Grantor shall endeavor to provide such additional services to the Licensee under terms to be agreed upon and such services shall include but not limited to the purpose of imparting the · improved Technology, assisting the Licensee in the installation and operation of the plant and machinery and the working of the Processes required for the manufacture of the products, and training and instruction of employees in working the same, or for the purpose of demonstrating the use of any modifications improvements or additions to the Processes or which the Grantor shall have acquired, invented, made or discovered or the use of new raw materials or for informing the Licensee of, or demonstrating to the Licensee.
- 5.3 The Licensee shall bear the salary, traveling expenses, cost of accommodation and reasonable living expenses within the Territories of expert persons in the employ of the Grantor who shall at the request of the Licensee be seconded to the Territories to provide technical and consultancy services in connection with training for the production of the Products.

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б. * Taxes

- 6.1 In consideration of the Technology and Technical Consultancy Services and Assistance to be furnished by the Grantor, the Licensee will procure the issuance of 100,000 ordinary shares with a par value of US\$1 each in the issued capital of SV Technology Inc at a premium of US\$11 per share amounting to US\$1,200,000 in favour of SV Probe Holdings Ltd, a corporation related to SV Probe Inc.
- 6.2 The Grantor will bear any income tax (including without limitation, any withholding tax) on the licence fees payable under Clause 6.1 above.

7. Improvement and Modifications by the Grantor

7.1 Improvements and modifications to the Technology shall be made available by the Grantor to the Licensee for use in the Territories at no additional cost.

8, Improvement and Modifications by the Licensee

- 8.1 It is agreed between the Parties that any improvements and modifications of the Technology which may be made by the Licensee, including its employees and contractors, such as:
 - (a) variations in the design, know-how and methods of manufacturing;
 - (b) introduction of modifying design, know-how, methods of manufacturing other than those originally disclosed; or
 - (c) modifications in manufacturing procedures

the Licensee shall be solely entitled to the benefits which directly accrue from the improvements and modifications so developed.

9. Warranty by the Grantor against infringement

- The Grantor warrants that it is the sole and exclusive owner of the 9.1 Technology and that none of the Technology infringes the Intellectual Property Rights of any third party.
- 9.2 The Grantor warrants that it has or will obtain and maintain all licenses, permits, authorizations and approvals under the applicable laws and regulations so as to enable it to fulfill all its obligations under this Agreement. All related fees incurred will be borne by the Grantor.
- 9.3 The failure by the Grantor to obtain and maintain all necessary licenses, permits, authorization and approvals mentioned above will not constitute a Force Majeure event and the Licensee will be entitled to terminate this Agreement forthwith,

- 10.1 The Grantor will fully and effectively indemnify, defend and hold harmless the Licensee against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out or in connection with any claim that:
 - (a) the manufacturing and/or repairing of the Products;
 - (b) the use, application or possession of the Technology transferred by the Grantor under or in connection with this Agreement;
 - (c) any other information supplied, transferred or disclosed under or in connection with this Agreement; or

infringes or is alleged to infringe the Intellectual Property Rights of any third party.

10.2 In the event the Licensee undertakes its own defence of any such claim, suit or action against it, the Grantor will bear the expenses of, and fully cooperate in, such defence.

11. Loss or Damage of Third Persons

- 11.1 The Grantor will fully and effectively indemnify, defend and hold harmless the Licensee and their respective directors, officers, employees, representatives, agents, workman, sub-contractors and Associated Companies against all costs, claims, demands, expenses and liabilities whatsoever nature arising out of or in connection with:
 - (a) loss of or damage to customers' property as a result of using or applying any Technology furnished under or in connection with this Agreement; and
 - (b) injury or damage to persons or property or for loss of life caused by the use of any of the Technology.

12. Representations:

- 12.1 The Grantor warrants that all Technology and related information disclosed to the Licensee hereunder is or will be complete, up-to-date, adequate and accurate to manufacture and/or repair of the Products.
- 12.2 The training services by the Grantor for the Licensee's employees shall be of a quality not less than that provided to its own personnel and adequate to enable the Licensee to manufacture and/or repair of the Products on a commercial scale and quality standard in the Territories.

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13. Confidentiality

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- Each party agrees to maintain secret and confidential all Technical Data obtained from the other both pursuant to this Agreement and prior to and in contemplation of it and all other information it may acquire from the other in the course of this Agreement, to use the same exclusively for the purposes of this Agreement, and to disclose the same only to those of its employees contractors to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.
- 13.2 The foregoing obligations of 13.1 above shall not apply to Technical Data or other information which;
 - (a) prior to receipt thereof from one party was in the possession of the recipient and at its free disposal;
 - (b) is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing party;
 - (c) is or becomes generally available to the public through no act or default of the recipient party or its agents or employees.
- 13.3 Each party shall procure that all its employees contractors pursuant to this Agreement (if any) who have access to any information of the other and shall further procure that so far as is reasonably practicable all of such employees contractors shall enter into written undertakings in favour of the other party to this end.

14. **Effective Date**

This Agreement shall income into force on the Effective Date and shall continue unless terminated in accordance with clause 15.

15. Termination:

- 15.1 In the event that either party is in breach of any material term and condition hereof, the other party may notify the defaulting party in writing, if the defaulting party fails to rectify such breach within 30 days following the receipt of such notice, the party not in breach may terminate this Agreement immediately by notice in writing. Termination of the Agreement arising from any breach of the terms and conditions of this Agreement will not affect the Licensee's rights to use the Technology. Clauses 10, 11 and 12 will survive termination of this Agreement.
- 15.2 Any such termination shall be without prejudice to the rights of either party to recover any sums due to it under this Agreement and to the rights or remedies of either party in respect of any antecedent breach of this Agreement.

15.3 . In the event that SV Probe Holdings Ltd ceases to be a shareholder of SV Probe Asia Ltd or the Grantor ceases to be a related company of SV Probe Holdings Ltd, the Grantor hereby warrants that the Licensee and Associated Companies shall be entitled to continue to use the Technology and Intellectual Property Rights and exercise all rights under this Agreement to enable the Licensee and Associated Companies to continue their activities without interruption and conditions.

16. **Further Obligations of the Grantor**

- During the continuance of this Agreement, the Grantor shall:
 - (a) use all reasonable endeavors to provide all necessary assistance to the Licensee to promote the distribution and sale of the Products in the Territories as widely as its resources reasonably permitted to meet all reasonable demands for the Products throughout the Territories;
 - , (b) ensure that all the Products supplied by the Licensee meet all such reasonable specifications as the Grantor may from time to time apply thereto and satisfy in performance quality construction;
 - (c) ensure that the Grantor will not compete with the Licensee in the manufacturing, repair and supply of the Products to the Territories; and will refer and direct to the Licensee all potential customers' queries relating to the Products, whether arising from or for delivery into the Territories.
 - ensure that the Licensee is able to provide adequate servicing facilities (d) for any Products manufactured and/or supplied to customers in the Territories.

17. Trading Transactions between the Parties

The Parties agree to supply materials, equipment, tools and services to each under terms and conditions set out in Schedule F. The Parties agree to extend similar terms and conditions to Associated Companies.

18. Notices

Any notice required or authorized to be given by either party under this Agreement to the other party shall be in writing and shall be sent by pre-paid registered or recorded delivery post or by telex or facsimile transmission to the other party at the address stated below or such change in address as notified by the other party in writing:

SV Probe, Inc: (a)

Address: 6680 Via Del Oro

San Jose CA 95119

Fax No:

408-3609720

(b) SV Technology Inc:

Address:

c/o 6680 Via Del Oro San Jose CA 95119

Fax No:

408-3609720

19. Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore by a single arbitrator in accordance with the arbitration rules of the Singapore International Arbitration Centre. The language of the arbitration will be English.

20. Law Applicable

This Agreement shall be read and construed according and shall be governed by the laws of Singapore.

- 20.1 Neither party shall be responsible to the other for any failure, in whole or in part, to perform any obligations in this Agreement to the extent and for the length of time that performance is rendered impossible owing to acts of God, the Licensee's inability to obtain local licenses and permits to operate the Facilities, public insurrections, war, floods, fires, strikes, lockouts, or other labor disputes, and other circumstances of substantially similar character beyond the reasonable control of and not reasonable foreseeable by, the affected party ("the Force Majeure").
- 20.2 The party so affected must: (a) use all reasonable efforts to minimize the effects thereof, and (b) promptly notify the other party in writing the Force Majeure and the effect of Force Majeure on its ability to perform its sobligations. The affected party must promptly resume performance after it is no longer subject to Force Majeure. If the Force Majeure period continues beyond 14 days, the Licensee may terminate this Agreement by written notice to the Grantor.

24. General

- 24.1 **Successor in Title:** This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective legal successors but shall not otherwise be assignable by either party without the prior written consent of the other which consent shall not be unreasonably withheld.
- 24.2 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior written or oral representations agreements or understandings between them relating to the subject matter of this Agreement other than any false misrepresentation made by a party to induce the other party to enter into this Agreement.
- 24.3 Amendment and Variation: No variation or amendment of this Agreement shall bind either party unless made in writing and agreed to in writing by duly authorized officers of both the Parties.
- 24.4 **Severability:** If any provision of this Agreement is agreed by the Parties to be illegal or unenforceable under any law that is applicable hereto or if any court or other authority of competent jurisdiction in a final decision so determines this Agreement shall continue in force save that such provision shall be deemed to be exercised herefrom with effect from the date of such agreement or decision or such earlier date as the Parties may agree.
- 24.5 **Headings:** The headings in this Agreement are for convenience only and are not intended to have any legal effect.
- 24.6 Waiver: A failure by either party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 24.7 Independent Contractor: The relationship hereby established between the Grantor and the Licensee is solely that of independent contractor. Neither party is in any way the agent of the other under this Agreement and shall have no power or authority to assume any obligation of any kind, implied or expressed, on behalf of the other or to bind the other to any contract or agreement whatsoever, or to make any representation on the other's behalf, or to hold itself out as having such power or authority. This Agreement must not be construed as constituting the Parties as partners or joint venture parties or to create any form of legal association which would impose liability upon one party for the act or failure of the other.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands the day and year first abovewritten.

Signed by for and on behalf **SV Probe, Inc** in the presence of:

Signed by for and on behalf **SV Technology Inc** in the presence of:

No. 3

Mmy

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SCHEDULE A

GRANTOR'S PATENT RIGHTS

<u>Patent No.</u>	<u>Date</u>	Short Description
5,952,843	September 14, 1999	Variable Contact Pressure Point
6,507,207	January 14, 2003	Contact Probe Pin for Wafer Probing Apparatus

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SCHEDULE B

SCHEDULE OF TRAINING

Duration of Training

Singapore Site

Applications Manager - October 2003 – November 2003

Probe Card Specialists - October 2003 - November 2003

Taiwan Site

Probe Card Specialists - October 2003 - December 2003

Designers - October 2003 – December 2003

China Site

Probe Card Specialists - October 2003 – December 2003

Designers - January 2004 – March 2004

Applications Engineer - October 2003 - December 2003

Vietna n Site

Probe Card Specialists - October 2003 - December 2003

Machinist - October 2003 – December 2003

Designers - October 2003 – December 2003

Supervisors - October 2003 – December 2003

SCHEDULE C

TERRITORIES

Territories in this Agreement include:

- 1. Singapore
- 2. Malaysia
- 3. Thailand
- 4. Philippines
- 5. Indonesia
- 6. Brunei
- 7. Taiwan
- 8. People's Republic of China
- 9. Vietnam

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SCHEDULE D

TIME SCHEDULE FOR COMPLETION OF THE TECHNOLOGY TRANSFER

Standard Epoxy Technology

Complete transfer by 31 December 2004

Up to 1000 pins Pitch size down to 65um 8 of layers Pins stack up

Enhanced Epoxy Technology

Complete transfer by 31 December 2004

Up to 700 pins
Pitch size down to 50um inline pad
Pitch size down to 35um/70um for dual row staggered
4 layer pins stack up
OPRA One piece ring technology

Vertical Technology

Complete transfer by 31 December 2004

Up to 3000 pins
Pitch down to 115um for memory devices
Pitch down to 150um for flip chip array and bumps on wafer devices
Array size up to 3"x2" for memory devices and 1"x1" for flip chip array and bumps on wafer devices.

For avoidance of doubts, "complete transfer" means successful installation and acceptance of equipment listed in Schedule G, including training of employees in the use and maintenance of the said equipment.

SCHEDULE E

TECHNOLOGICAL CAPABILITY

Standard Epoxy Technology

Up to 1000 pins Pitch size down to 65um 8 of layers Pins stack up

Enhanced Epoxy Technology

Up to 700 pins
Pitch size down to 50um inline pad
Pitch size down to 35um/70um for dual row staggered
5 layer pins stack up
OPRA One piece ring technology

Vertical Technology

Up to 3000 pins
Pitch down to 115um for memory devices
Pitch down to 150um for flip chip array and bumps on wafer devices
Array size up to 3"x2" for memory devices and 1"x1" for flip chip array and bumps on wafer devices.

SCHEDULE F

SUPPLY OF MATERIALS, TOOLS AND EQUIPMENT

The Grantor and the Licensee acknowledge that during the subsistence of this Agreement, each party will either be a Seller or Buyer of the same materials, tools, and equipment described in Clause 1.1 (a) to (d) below (the "Goods"). The following terms and conditions shall apply to sales and purchase transactions of the "Goods" between the Seller and the Buyer:

1. TRANSFER PRICE OF GOODS

1.1 Transfer Price means Buyer's purchase price which is equivalent to Seller's cost plus the applicable mark-up percentage as stated below on the Seller's cost which the Licensee and the Grantor hereby agree to transact.

	<u>Cascription</u>	<u>Transfer Price</u>
(a)	Raw materials for manufacturing of probe cards	Seller's Cost plus 10% mark-up
(b)	Equipment for use in the manufacturing	Seller's Cost of probe cards plus 20% mark-up
(c)	Finished products in the probe cards	Seller's Cost plus 15% mark-up
(d)	Custom design (eg PCB, Ring etc)	Seller's Cost plus 20% mark-up

2. OTHER TERMS

All other commercial terms such as payment, delivery, warranty services and passing of risks in the Goods are subject to agreement and shall be fair and reasonable and on equal terms. Transactions are considered to be fair and reasonable if they are transacted on an commercial arm's-length.

3. RECORDS

The Parties shall each keep true and accurate records and books of account containing all data necessary for the determination of the cost of transfer of the Goods which records and books of account shall upon reasonable notice of either party be open or make copies available at all reasonable times for inspection for the purpose of verifying the accuracy of the inter-company transactions.

SCHEDULE F

LIST OF EQUIPMENT

<u>Vietnam</u>

- 1. Probe Bend System
- CNC & Tooling
- Mylar Punch System
- 4. Comparator
- 5. Oven
- 6. Freezer
- 7. Epoxy Scale
- 8. Hot Pot
- Microblaster
- 10. Dispenser
- 11. Ringbuilder workstation
- 12. Ring attach workstation
- 13. P/A Workstation
- 14. Build Plate
- 15, Sander
- 16. Probe Manufacture System
- 17. * Probe Bend Workstation
- 18. Blade Manufacture System
- 19. Vertical Build Equipment

<u>Taiwan</u>

- API PRVX2
- 2. P/A New Workstation
- 3. Sander Vertical Build Equipment

<u>China</u>

- 1. API PRVX
- 2. PMB
- 3. Sander
- 4. P/A New Workstation
- 5. *Workstation
- Vertical Build Equipment

<u>Singapore</u>

- API PRVX
- 2. PMB
- 3. Sander
- 4. P/A New Workstation
- Workstation
- Vertical Build Equipment

PATENT REEL: 044000 FRAME: 0365

RECORDED: 09/25/2017