


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM	
Indicate Debtor against which you assert a claim by checking the appropriate box. (Check only one Debtor per claim form.)			
<input checked="" type="checkbox"/> Conexant Systems, Inc. (Case No. 13-10367) <input type="checkbox"/> Conexant CF, LLC (Case No. 13-10368)		<input type="checkbox"/> Brooktree Broadband Holdings, Inc. (Case No. 13-10369) <input type="checkbox"/> Conexant, Inc. (Case No. 13-10370) <input type="checkbox"/> Conexant Systems Worldwide, Inc. (Case No. 13-10371)	
NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Advantest Taiwan Inc.			
Name and address where notices should be sent: 		31951543000145 Advantest America Inc. 3061 Zanker Road San Jose, CA 95134	
ADVANTEST (SINGAPORE) PTE LTD. NO. 1 YISHUN AVE 7 SINGAPORE, 768923 SINGAPORE		<div style="font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="font-size: 24px; font-weight: bold;">MAY 17 2013</div> <div style="font-size: 24px; font-weight: bold;">BMC GROUP</div> <small>If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.</small> <div style="border: 1px solid black; padding: 5px; font-weight: bold;">THIS SPACE IS FOR COURT USE ONLY</div>	
Creditor Telephone Number (408) 456-3844 email: tony.loi@advantest.com			
Name and address where payment should be sent (if different from above): Advantest America Inc. 3061 Zanker Road San Jose, CA 95134 Attn: Tony Loi			
Payment Telephone Number (408) 456-3844 email: tony.loi@advantest.com		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.			
Court Claim Number (if known): _____			
Filed on: _____			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>NT \$ 2,215,208.60</u>			
If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: <u>Service Contract</u> <small>(See instruction #2)</small>			
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>4388</u>		3a. Debtor may have scheduled account as: <small>(See instruction #3a)</small>	
3b. Uniform Claim Identifier (optional): <small>(See instruction #3b)</small>		Will become due post petition after May 31, 2013, refer to page 3 of sales order acknowledgment.	
4. SECURED CLAIM: (See instruction #4)			
Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____		Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____	
Value of Property: \$ _____		Basis for Perfection: _____	
Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small>		Amount of Secured Claim: \$ _____	
Amount Unsecured: \$ _____		Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____	
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount.			
Amount entitled to priority: \$ _____		Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____	
You MUST specify the priority of the claim:			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).	
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	
<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).	
<input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).		* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

7. DOCUMENTS: Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See Instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317


8. SIGNATURE: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Tony Loi
Title: Finance Manager
Company: Advantest America Inc.


(Signature)

5/15/2013
(Date)

Address and telephone number (if different from notice address above):

3061 Zanker Road
San Jose, CA 95134

Telephone number: email:

408-456-3844 tony.loi@advantest.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

ADVANTEST.

Conexant Systems Inc
4311 Jamboree Rd
Newport Beach CA 92660-3007
US

Attention: Scott Martin

Bill To Address:
Conexant Systems Inc
4311 Jamboree Rd
Newport Beach CA 92660-3007
US

Sales Representative
Name: Matt Stengel
Telephone No: (858) 622-2618
Fax No:
Email: matt.stengel@advantest.com

SERVICE ORDER ACKNOWLEDGEMENT			
Service Contract No. TW-CONEXANTSY-13-02	Purchase Order No. NF12E01402	Page No. 1	Deal No. TBD
Order Acknowledgement Date 12-Dec-2012		Service Contract Term 01-Jan-13 thru 31-Dec-13	
Payment Terms NET 30 DAYS			
Currency: TWD			

Advantest Taiwan Inc.
No.15, Guangfu Rd.,
Hsinchu Industrial Park,
Hukou Township
Hsinchu County (R.O.C) 30351
TW

Quoting and Ordering Assistance Contact
Name: Lisa Morris
Telephone No: 512.257.5858
Fax No:
Email: lisa.morris@advantest.com

Line No.	Service Description	Start Date	End Date	Extended Price (TWD)
1	PinScale Standard Cooperative Remote Phone Support 5 x 12 Parts Exchange Software Update License and Toolpackage License Escalation Support Assistance Calibration According to Factory Specification Covered Sigurd Microelectronics Corp Location: No 11 Lane 169 Sec 2 Zhongxing Rd CHUTUNG 310 TW E8000S CN04600185 Covered Sigurd Microelectronics Corp Location: No 436, Sec 1, Pei Shing Rd CHUTUNG 310 TW E8000S DE04600119	01-Jan-2013	31-Dec-2013	NT\$1,119,717
		01-Jan-2013	31-Dec-2013	NT\$1,197,836

The following Exhibits are attached to this document and shall apply:

S&S Terms & Conditions (E16S)

Cooperative Support (SS828)

Calibration (SS801)

Total Before Tax (TWD)	NT\$2,317,553
Total Tax (TWD)	NT\$115,878
Total After Tax (TWD)	NT\$2,433,431



Conexant Systems Inc
4311 Jamboree Rd
Newport Beach CA
US

92660-3007

SERVICE ORDER ACKNOWLEDGEMENT			
Service Contract No. TW-CONEXANTSY-13-02	Purchase Order No. NF12E01402	Page No. 2	Deal No. TBD
Order Acknowledgement Date 12-Dec-2012	Service Contract Term 01-Jan-13 thru 31-Dec-13		
Payment Terms NET 30 DAYS			
Currency: TWD			

SUMMARY OF CHARGES

Billing Frequency

Quarterly

Coverage Period

01-Jan-13 - 31-Mar-13

Prices by Invoice Period

Total Before Tax (TWD)	NT\$579,390
Total Tax (TWD)	NT\$28,971
Total After Tax (TWD)	NT\$608,361

01-Apr-13 - 30-Jun-13

Total Before Tax (TWD)	NT\$579,390
Total Tax (TWD)	NT\$28,971
Total After Tax (TWD)	NT\$608,361

01-Jul-13 - 30-Sep-13

Total Before Tax (TWD)	NT\$579,390
Total Tax (TWD)	NT\$28,971
Total After Tax (TWD)	NT\$608,361

01-Oct-13 - 31-Dec-13

Total Before Tax (TWD)	NT\$579,383
Total Tax (TWD)	NT\$28,965
Total After Tax (TWD)	NT\$608,348

The invoicing schedule is on a quarterly basis. Payment terms are NET 30 days for this agreement and are computed from the Start Date of the agreement (subsequently from the start of each Coverage Period) regardless of when the purchase order is received.

NOTE:

The Advantest quotation, service order acknowledgement or invoice shall be treated by parties as Advantest's confidential information. Any disclosure without Advantest's prior written consent could cause irreparable harm and significant injury that monetary damages may be inadequate to remedy.

Advantest expressly objects to and hereby rejects any different or additional terms contained in Customers' purchase order documentation, unless agreed to in writing by Advantest. Receipt of this Acknowledgment, without written objection to any of the terms and conditions referenced herein within seven (7) days of receipt hereof, shall be deemed to be acceptance of all the terms and conditions stated herein. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have there under. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Advantest will make commercially reasonable efforts to meet the delivery dates, if any, set forth in the Quotation or any exhibits attached thereto; provided, however, that any delivery dates specified by Advantest are estimates only. There are a number of factors that could effect and or even delay delivery, including without limitation, changes in carrier or transit method, manufacturing capacity, actual lead times, the unavailability of components or parts or other events that are outside the reasonable control of Advantest. Advantest Service and Support may use, remanufactured or refurbished parts, which are equivalent to new in performance. All orders for Advantest Service and Support referenced in this Acknowledgment and any transaction not covered by the terms of a specific written contract are subject to the then current version of the Advantest Service and Support Terms and Conditions (E16S), the applicable Advantest service and support exhibits, the Advantest software license terms, and/or other applicable Advantest terms referenced herein or attached hereto. Subject to the applicable terms that may apply to specific Advantest Service and Support, which are referenced herein or attached hereto, if you have a previously signed agreement with Advantest covering such Service and Support, the terms of that agreement will apply.

Exhibit E16S

ADVANTEST SERVICE AND SUPPORT TERMS AND CONDITIONS

These Advantest Service and Support Terms and Conditions ("Terms") along with the applicable Service Exhibit and the terms indicated on the quotation govern the Service of Products and the license of Software Updates by Advantest America Inc. and its subsidiaries ("Advantest"). These Terms apply unless Customer has a separate agreement with Advantest that governs the Service of Products or the license of Software Updates from Advantest ("Signed Agreement"). To the extent of any conflict between these Terms or a Signed Agreement and the terms of the applicable Service Exhibit, the terms of the applicable Service Exhibit will control and take precedence.

1. DEFINITIONS

- a) "Parts" means repair or replacement parts that are either sold to Customer during the course of performing Service or provided to Customer as required under a Service Agreement.
- b) "Product(s)" means Advantest or third party hardware sold and/or Software licensed under these Terms and Conditions that is supported by Advantest as described, if applicable, in one or more Service Exhibits and includes user manuals and documentation delivered with applicable Product(s) sold and/or Software licensed. Product(s) also include Remarketed Products. "Re-marketed Products" means Advantest branded Products returned at the termination of a leasing or financing arrangement and which are determined by Advantest to be eligible for remarketing.
- c) "Service(s)" means any standard service and/or support such as hardware maintenance, calibration, repair, call center support and Software Updates and maintenance. Service will not include "Custom Service" which means service adapted to meet Customer requirements as may be agreed to between Customer and Advantest in a separate Customer Service Agreement.
- d) "Service Agreement" means Service to be provided by Advantest to Customer over a specified period of time as described in the document ("Service Exhibit") attached to the quotation.
- e) "Software Update(s)" means updates to Advantest software provided to Customer under these Terms that consist of one or more computer programs in object code format, and related documentation.
- f) "Specifications" means specific technical information about Services as contained in the applicable Service Exhibit or, in the case of Software Updates, technical information contained in the documentation accompanying the Software Update which is published by Advantest in effect on the date Advantest provides Services or installs the Software Updates.

2. ADVANTEST RESPONSIBILITIES

- a) Advantest will perform Service in a professional and workmanlike manner. Advantest will make reasonable efforts to deliver Service in accordance with the quotation or as indicated on the applicable Service Exhibit.
- b) Advantest will perform the Service in a manner that will assure the safety of Customer's personnel, property and equipment, subject, however, to Customer meeting the Product and site responsibilities set forth below.
- c) Advantest may select qualified and reputable subcontractors to perform Service.

3. CUSTOMER RESPONSIBILITIES AND SERVICE DISCLAIMERS

- a) To be eligible for a Service Agreement, Products must be at current specified revision levels and may require Advantest's certification, at Customer's expense, that Products are in good operating condition.
- b) Product relocation may result in additional Service charges and modified service response times. Service of Products moved to another location is subject to availability.

Exhibit E16S

ADVANTEST SERVICE AND SUPPORT TERMS AND CONDITIONS

- c) Customer is responsible for removing any products not eligible for Service to enable Advantest to perform Services. Additional charges, computed at Advantest's standard rates, may be incurred for any extra work caused by such products.
- d) Service Agreements do not cover any damage, defects or failures caused by:
 - 1) use of non-Advantest media, supplies and other products;
 - 2) site conditions that do not conform to Advantest's environment requirements specified in the site preparation manual; or
 - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-Advantest employees or subcontractors, or other causes beyond Advantest's control.
- e) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when Advantest provides Services at Customer's site. Customer will notify Advantest if Products are being used in an environment that poses a potential health hazard to Advantest employees or subcontractors. Advantest may require Customer to maintain such Products under Advantest supervision.

4. ORDERS AND CANCELLATIONS

- a) All orders are subject to acceptance by Advantest. Unless otherwise agreed, orders must specify a start date within six (6) months from order date.
- b) Customer may order Service from Advantest's current Service offering as available.
- c) Upon sixty (60) days written notice which will be effective on the last day of the month following the 60 day written notice, Customer may cancel in its entirety a remedial Service Agreement that includes but is not limited to such Services as on-site support, response center, application and technical assistance and Software Updates. Such cancellations will be effective on the last day of a calendar month which is equal-to or greater than 60 days from date of written notice. If paid in advance, Customer will receive a refund that is prorated over the term of the Service Agreement. Customer will also pay for all Services rendered under the scheduled Service Agreement. Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety. Customer may not cancel a portion of or an individual Service Exhibit offered under such Service Agreement.
- d) Upon sixty (60) days written notice, Advantest may delete Products no longer included in Advantest's Service offering or may cancel a Service Exhibit.

5. SHIPMENT, RISK OF LOSS AND ACCEPTANCE

- a) Unless otherwise indicated on the quotation, Customer will pay all Product shipping and handling charges to the Advantest service center. Advantest will return Products to Customer via Advantest's standard shipping and handling methods. Other shipment methods requested by Customer may be available for an additional fee.
- b) Advantest will provide Software Updates according to Advantest's standard commercial practice, which may include electronic transmission.
- c) Risk of loss and damage for Parts, Software Update media or other tangible deliverables will pass to Customer at the delivery location agreed to by Advantest and Customer, or the location specified in the quotation or order acknowledgment.

Exhibit E16S

ADVANTEST SERVICE AND SUPPORT TERMS AND CONDITIONS

- d) Acceptance of Service will occur upon performance by Advantest of such Service.

6. PRICE AND PAYMENT

- a) Prices are valid for the period indicated on the quotation. Prices exclude any sales, value added or similar tax which will be payable by Customer in addition to the purchase price if applicable. If exemption from taxes is claimed, Customer must provide a certificate of exemption.
- b) Payment terms are subject to Advantest credit approval. Payment is due thirty (30) days from Advantest's invoice date. Invoices for Service Agreements will be issued in advance of the Service period. Advantest may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.
- c) Advantest may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Advantest agreement if, after ten (10) days written notice, the failure has not been cured.

7. WARRANTY

- a) Advantest warrants that Advantest Support will be provided in a professional and workmanlike manner. For ninety (90) days from the date of Service, Advantest will replace, at no charge, defective Parts used in Advantest's repair of Products.
- b) Advantest warrants that Software Updates will not fail to execute programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Advantest. Advantest further warrants that Advantest owned standard Software Updates will substantially conform to Specifications. Advantest does not warrant that Software Updates will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- c) Advantest does not warrant that the operation of Software Updates will be uninterrupted or error free.
- d) Advantest Service may use remanufactured, refurbished and/or reconditioned Parts that are equivalent to new in performance.
- e) The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or a third party not authorized by Advantest; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation ("Non-Authorized Hardware or Software").
- f) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. ADVANTEST SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LICENSES

Unless license terms are included with the Software Updates, any Software Updates licensed under these Terms will be subject to the most current applicable underlying license.

9. INTELLECTUAL PROPERTY CLAIMS

- a) Advantest will defend or settle any claim against Customer that any deliverable provided under these Terms infringes an intellectual property right in the country where such deliverable is used or delivered, provided Customer promptly notifies Advantest in writing, and cooperates with and provides control of the defense or settlement to Advantest, to the extent legally permissible.

Exhibit E16S

ADVANTEST SERVICE AND SUPPORT TERMS AND CONDITIONS

- b) In the event of an infringement claim under Section 9(a), Advantest will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Advantest may, at its option, modify the affected deliverable, procure any necessary license, or replace it. If Advantest determines that none of these alternatives is reasonably available, Advantest will refund Customer's purchase price.
- c) Advantest has no obligation for any claim of infringement arising from:
 - 1) Advantest's compliance with, or use of, Customer's designs, specifications, instructions or technical information;
 - 2) modifications by Customer or a third party;
 - 3) Software Update use prohibited by Specifications or related application notes; or
 - 4) use of the deliverable with products not supplied by Advantest.
- d) These terms state Advantest's entire liability for claims of intellectual property infringement.

10. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will Advantest, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b) To the extent that limitation of liability is permitted by law, Advantest's liability to Customer is limited to US \$1,000,000 or the amount paid by Customer for Service, whichever is less.
- c) The limitations set forth in Sections 10(a) and 10(b) above will not apply to infringement claims under Section 9 above, or to damages for bodily injury or death.
- d) The remedies in these Terms are Customer's sole and exclusive remedies.

11. INSURANCE

For Services provided by Advantest, Advantest will maintain insurance providing, at a minimum, coverage as follows:

- a) Commercial General Liability insurance of US \$1,000,000 combined single limit for bodily injury and property damage, per occurrence and annual aggregate;
- b) Business Auto Liability insurance of US \$1,000,000 combined single limit for bodily injury and property damage, per occurrence; and
- c) Workers Compensation in amounts sufficient to meet legal requirements in jurisdictions where work will be performed. Employers' Liability of US \$1,000,000 per accident for bodily injury by accident, US \$1,000,000 policy limit by disease, and US \$1,000,000 per employee for bodily injury by disease.

12. TERM AND TERMINATION

- a) The term of a Service Agreement will be specified on the Advantest quotation.
- b) An order or a Service Agreement may be terminated immediately upon notice in writing (a) by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach or (b) by Advantest if Customer fails to pay any sums due as specified in Section 6(c) above. c) The other party

Exhibit E16S

ADVANTEST SERVICE AND SUPPORT TERMS AND CONDITIONS

may cancel any unfulfilled obligations under an order and any Service Agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.

- d) Except as provided in Section 4(c) which applies in the event of Cancellation of a Service Agreement, upon termination of an order or a Service Agreement, Customer will pay Advantest for all Service performed and charges and expenses incurred by Advantest up to the date of termination. Information regarding applicable Service charges is available upon request. If the sum of such amounts is less than any advance payment received by Advantest, Advantest will refund the difference within thirty (30) days of receipt of an invoice from Customer. Customer will receive all work in progress for which Customer has paid.
- e) Provisions herein, which by their nature extend beyond the termination of any Service will remain in effect until fulfilled.
- f) If Non-Authorized Hardware or Software as defined in Section 7.e is used, the Service Agreement becomes null and void and all further Service will be charged at the current time and materials rate.

13. CONFIDENTIALITY

Unless otherwise indicated in either the applicable Service Exhibit or a separate confidential disclosure agreement between Advantest and Customer, all information exchanged between the parties is not confidential.

14. GENERAL

- a) Advantest will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- b) Customer may not assign or transfer a Service Agreement. Any attempted assignment or transfer will be void. Customer may not assume a Service Agreement in connection with any bankruptcy proceedings without Advantest's written consent.
- c) Customer who exports, re-exports, transfers or imports Software Updates, Parts, technology or technical data purchased hereunder, assumes responsibility for complying with applicable U.S. and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S. and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. Advantest may suspend performance if Customer is in violation of applicable laws or regulations.
- d) Disputes arising in connection with these Terms will be governed by the laws of the State of California.
- e) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.
- f) Advantest's quotation, sales or service order acknowledgement and invoice is Advantest's confidential information. Any disclosure without Advantest's prior written consent could cause irreparable harm and significant injury that monetary damages may be inadequate to remedy and may entitle Advantest to injunction relief or equitable relief in addition to monetary damages.
- g) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

Exhibit E16S

ADVANTEST SERVICE AND SUPPORT TERMS AND CONDITIONS

- h) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- i) Unless otherwise specified in Advantest's quotation, proposal or order acknowledgement, these Terms and any Service Exhibits attached hereto constitute the entire agreement between Advantest and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase of Service will constitute Customer's acceptance of these Terms, which may not be changed except by an amendment signed by an authorized representative of each party.

1. SCOPE

This Cooperative Support Services Exhibit ("Exhibit") provides the terms and conditions under which Advantest will perform various services set forth below ("Cooperative Service" or "Service") to maintain good operating conditions of Advantest Semiconductor Test Systems ("System"). Not all the features described in this Exhibit will be offered to every customer or in every country worldwide. The terms and conditions of the Service are set forth in the Quotation, the Exhibits listed in the Quotation and the E16S Services and Support Terms and Conditions, which constitutes the entire agreement ("Agreement") between the Customer and Advantest.

Precedence. To the extent of any conflict between the E16S and the terms of this Exhibit, the terms and conditions of this Exhibit will control and take precedence.

2. DEFINITIONS

- a) "Field Replaceable Unit" or "FRU" means an individual part, component, sub-assembly, complete assembly or instrument of the System that can be replaced at the Customer site.
- b) "Local Travel Radius" means the distance a Advantest resource can travel by means of transportation that does not include air travel and inter-city train travel. The Local Travel Radius can vary by Region and Country.
- c) "On-site Resource" means an authorized Advantest representative that is trained and skilled to service and maintain a Advantest System.
- d) "Business Day" means the normal operating days of Advantest in a region or country. It includes 5 days per week and excludes local holidays.
- e) "System Platform" means a grouping of individual model numbers based upon common functionality and software. System Platforms include, without limitation, V5x00, V4x00, V3300, V1200, V93000, 83000 and 84000 and any applicable future Advantest System Platform.
- f) "Non-Qualified Devices" means any system, in whole or in part, or any FRU that is not directly sourced from Advantest is considered Non-Qualified. Any System component that has been subject to abuse, negligence, accident, loss or damage in transit, improper site preparation, or repaired or serviced by non-Advantest or a non-Advantest approved service provider becomes a Non-Qualified Device.
- g) "To-Be-Returned FRU" or "TBR FRU" means an FRU that must be returned to Advantest if it is replaced in a system in the Service process. These parts have the letters, "TBR" added to the FRU description in the quote and invoice.

3. PREREQUISITES

Advantest will determine, in its sole discretion, whether Customer adequately meets the following prerequisites for Cooperative Support Service ordered and described in this Exhibit. Advantest may deny Cooperative Service for any reason.

- a) Owned Systems. Customer must own or lease the Systems that Customer plans to self-maintain at Customer's facilities.
- b) Uniform coverage. All systems of the System Platform at the same location (department or site) must be covered by this Cooperative Support Service.
- c) Supported Systems. All Systems must be inspected and validated by Advantest to have supported configurations that do not have Non-Qualified devices.
- d) Operating condition. To be eligible for Service, the Systems must be at current supported software versions and may require Advantest's certification, at Customer's expense, that Products are in good operating condition.
- e) On-Site FRU Inventory. Customer must purchase required FRUs to be maintained at Customer's facilities. The list of required FRUs will vary by situation and will be defined by Advantest at the time of Agreement.
- f) Remote access. Customer must allow Advantest remote access to provide remote system troubleshooting assistance for eligible Advantest systems using the appropriate protocol and method supported by that system.

- i) Customer must provide the necessary equipment designated for that protocol and method of communication to provide remote access to the eligible Advantest system. Advantest will advise Customer what is required at the time of installation.
- ii) Customer is responsible for any costs associated with upgrades, changes, or modifications necessary to provide remote access.
- iii) Advantest shall not be liable for any damage to Customer's information or equipment due to unexpected errors, computer shut-down, crash, or system failure that occur while Advantest is providing or attempting to provide remote access.
- g) Recipient of software updates. Customer must identify a recipient for the software update notification and materials for each system or site.
- h) Diagnostic tools. Customer must purchase a license-to-use for all available diagnostic support tools and updates that were not included with the system purchase.
- i) Trained individuals.
 - i) Customer must have a minimum of two hardware maintenance personnel available per operational shift who are adequately trained to perform self-maintenance. In order to repair specific Advantest equipment and to fulfill this requirement, Customer may have to take, complete, and pass a customer training class through Advantest. This may include hardware maintenance training for diagnostics troubleshooting.
 - ii) If Customer's existing level of technical expertise is not easily identifiable, Customer will be required to complete a pretest to assist Advantest in determining Customer's level of expertise and training requirements.

4. CORE SERVICES

These Cooperative Support Services provide the following features for Advantest systems that are designated by Advantest as eligible for Cooperative Service Agreement. The Services described here may not be available for all systems in all locations.

- a) 5 x 12 phone support. Phone Support for remote, system-level, hardware troubleshooting assistance includes the following Services.
 - i) Call hours. After system troubleshooting, Customer can call for remote assistance from a Advantest system expert 5 days a week and 12 hours a day, excluding Advantest holidays. Call hours may vary by region and country.
 - ii) Response. After Customer has placed a call for remote assistance from a Advantest system expert, Customer will receive a call back from an expert within 2 hours.
 - iii) Remote troubleshooting assistance. Advantest will provide remote hardware troubleshooting assistance which includes:
 - (1) Interpreting diagnostics. Assistance with interpreting diagnostics, when relevant, and/or determining if an FRU is necessary to solve a given problem.
 - (2) Confirming defective FRU. Assistance in isolating or confirming a defective FRU and providing Advantest authorization for FRU exchange. Advantest reserves the right to define Advantest authorization.
 - (3) Advantest initiated On-Site response. Customer request for on-site assistance by Advantest is not included in these Core Services. However, at Advantest's discretion, hardware troubleshooting assistance by On-Site Resources may be provided.
- b) FRU exchange. Advantest will ship an exchange FRU to replace a defective assembly in a System.
 - i) Call hours. Exchange FRUs may be ordered up to 17:00 (5:00 p.m.) local time during the normal Business Day (5 days per week except holidays).
 - ii) FRU delivery. The estimated time of arrival for FRU delivery is subject to local terms, conditions, and availability.
 - iii) Advantest authorization. Customer must obtain Advantest authorization prior to placing FRU exchange orders.
 - iv) Shipping charges. Advantest will pay all shipping, freight, customs and related charges ("shipping charges") associated with shipment of the FRUs to the Site and return shipment from Customer site back to Advantest.

- c) Software Update Service (SUS) for license, documentation, and media. Advantest grants Customer a license-to-use the software updates provided by Advantest.
 - i) Software updates. Advantest will provide Customer with updates to Advantest Semiconductor Test Equipment application software, as they become available.
 - ii) License to use. Advantest grants Customer a License-to-Use the software updates.
 - iii) Firmware updates. Advantest will provide Customer with one (1) copy of all updates to Customer installable firmware, as they become available.
 - iv) Documentation updates. Advantest will provide Customer with one (1) copy of the appropriate documentation updates coincident with the distribution of the software or firmware updates. At a minimum, documentation updates will include installation information and a description of the changes incorporated in the update.
- d) On-Site System calibration. Advantest will travel to Customer's site and provide labor and tools necessary to calibrate the Equipment as required by the System Specifications. The terms of Exhibit SS801 "Advantest On-Site Calibration Service" will apply to On Site System calibration performed by Advantest under this Agreement.
- e) Advantest technical service website (www.Advantest.com). The content varies by System Platform and may include the following information and utilities :
 - i) Education materials. User and maintenance class materials and class schedules.
 - ii) Service notices. Library of past service notices.
 - iii) Frequently asked questions (FAQ's). Answers to common questions, including resolutions for error messages.
 - iv) Manuals and guides. Includes installation, user and service documentation. Also contains system administration manuals and design guides.
 - v) Software utilities downloads. This includes common, minor applications like ASCII Interface utilities. This does not include System software.
 - vi) Test technology library. Learn from Advantest about the latest industry trends, challenges, methodologies, and Advantest products
- f) Diagnostic software LTU. Customer is granted a limited license-to-use the Advantest proprietary hardware diagnostics support tools and updates ("Support Tools") purchased. These Support Tools are software programs utilized in hardware-problem troubleshooting and repair, identifying and isolating faults in systems and can be used to indicate when repairs are required. The limited license to use is subject to the following conditions:
 - i) Limited use. Customer will only use the Support Tools on systems covered under this Agreement with Advantest. These Support Tools will be used by Customer solely for the purposes of hardware-problem trouble-shooting and self-maintaining the covered systems. Customer's license confers no title or ownership in the Support Tools and no right in the source code of the Support Tools. Customer license will not be construed as a sale of any right in the Support Tools. These Support Tools remain the exclusive property of Advantest.
 - ii) Warranty disclaimer. ADVANTEST PROPRIETARY HARDWARE DIAGNOSTIC SUPPORT TOOLS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED. ADVANTEST DOES NOT WARRANT THAT THESE SUPPORT TOOLS ARE FREE OF DEFECTS. ADVANTEST SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. VALUE OPTION SERVICES

The following terms and conditions apply when the specific value option services described below ("Value Option Services") are purchased in addition to the Core Services set forth in Section 4. Some Value Option Services may not be available for sale in all countries.

- a) 7 x 12 Phone Support. Phone Support for remote, system-level, hardware troubleshooting assistance includes the following Services.
 - i) Call hours. After system troubleshooting, Customer can call for remote assistance from a Advantest system expert typically 7 days a week and 12 hours a day, including Advantest holidays. Schedule of operation may vary by region and country.
 - ii) Section 4.a.ii through 4.a.iii above in this Exhibit set forth additional Services offered.

- b) 7 x 24 Phone Support. Phone Support for remote, system-level, hardware troubleshooting assistance includes the following Services.
 - i) Call hours. After system troubleshooting, Customer can call for remote assistance from a Advantest system expert typically 7 days a week and 24 hours a day, including Advantest holidays. Schedule of operation may vary by region and country.
 - ii) Section 4.a.ii through 4.a.iii above in this Exhibit set forth additional Services offered.
- c) Customer-initiated on site response. Customer may purchase any number of Customer-initiated on-site response visits to be provided by Advantest during the term of the Agreement as follows:
 - i) Dispatch. Advantest will dispatch the next available On-Site Resource by no later than the next business day.
 - ii) Hardware failure. Each Customer-initiated on site response is limited to the repair of a hardware failure.
 - iii) Number of Visits. The number of Customer-initiated on site response visits is set out in the Quotation.
 - iv) Call hours. Customer may call Advantest during the same hours as specified in the Agreement (5x12, 7x12, or 7x24) to initiate the Customer-initiated on site response.
 - v) Completion. Each Customer-initiated on site response visit will terminate when the problem identified by the On-Site Resource is resolved.
 - vi) One problem per response. Each Customer-initiated on site response visit is limited to one problem on a System or one problem common to multiple systems.

6. LIMITATIONS

- a) Consigned Systems. Advantest will not provide Services for Systems that are not owned or leased directly by Customer. This includes Systems that have been consigned to Customer.
- b) Non-Qualified Devices. Cooperative Service under this Exhibit is provided only for qualified devices. Customer is responsible for removing Non-Qualified devices to allow Advantest to service the qualified devices. If performance of Cooperative Service is made more difficult or is impaired because of a Non-Qualified Device, Advantest may charge Customer for additional service required as a result of that device at Advantest's standard service rates. Advantest is not responsible for any non-performance caused by Non-Qualified Devices.
- c) Improper environment. If Customer's on-site environment does not comply with Advantest's environmental requirements specified in the site preparation manual, Advantest may not perform the Service; and Customer will be responsible to pay standard service rates for all travel and labor incurred.
- d) End of support. Advantest is under no obligation to provide Services for Systems that are beyond their specified support period.
- e) Data security. Advantest will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with qualified devices serviced under this Agreement.
- f) Service Notes.
 - i) Right to use. Advantest grants Customer a limited right to use Advantest hardware service note information solely for the purpose of performing self-maintenance on the systems Customer has covered under this Agreement. No right, title, or interest in the information provided through the Advantest hardware service notes is granted to Customer.
 - ii) Limited to repairs. Customer use of Advantest hardware service note information is limited to performance of repairs only under the guidelines specified for self-maintainers in the "Advantest Hardware Service Note Interpretive Guide for Qualified Self Maintainers" section of the "Advantest STE Cooperative Support Service for Self-Maintainers User's Guide".
 - iii) Right to terminate. Advantest reserves the right to terminate this Agreement for Customer's failure to comply with the specifications of the action categories appearing on service notes, and the repair specifications defined in the "Advantest Hardware Service Note Interpretive Guide for Qualified Self-Maintainers" section of the Advantest "STE Cooperative Support Service for Self-Maintainers User's Guide".

7. CUSTOMER RESPONSIBILITIES

- a) Operating procedure. Customer must follow routine operating procedures as specified in the System operating manual.
- b) Revision levels. Customer must maintain all associated System hardware and firmware, except PC systems, at the latest Advantest-specified configuration and code revision level. For PC systems, Customer must maintain all associated System hardware and firmware at a revision level specified by Advantest.
- c) Software update installation. Installation of software updates is Customer's responsibility.
- d) System troubleshooting and repair responsibilities.
 - i) First line of support. Customer may set up a formal help desk, but at a minimum, must have policies and procedures for providing first line of support to Customer's end users.
 - ii) Troubleshooting procedures. Customer must perform problem diagnosis following troubleshooting procedures set out in Advantest training, training documentation, service and diagnostic manuals and service notes.
 - iii) Defective TBR FRU return. Customer is responsible for returning defective TBR FRUs to Advantest within 14 calendar days after FRU receipt using boxes, labels, and procedures Advantest provides. In the event that Customer fails to return the Parts within 14 days, Customer shall be deemed to have elected to purchase the FRUs, and Advantest will invoice Customer at the current list price.
 - iv) Problem tracking. Customer is responsible for tracking problems and resolutions after assistance is received from Advantest. Customer must keep the information that is obtained from Advantest for reference.
 - v) Maintenance activities. Customer is solely responsible for all maintenance activities that Customer performs, whether based on Advantest information or otherwise.
 - vi) Service notes. Customer is responsible for ensuring their systems adhere to any Service Notes that may be generated by Advantest from time to time.
 - vii) Customer safety. Customer must perform repairs in accordance with Advantest training instructions. Customer acknowledges that it is solely responsible for any hazards associated with Customer's self-maintenance repairs and will not hold Advantest liable for property damage, bodily injury or death due to these hazards.
 - viii) Authorized callers. Customer must identify two authorized callers (who are trained engineers) per operational shift to act as focal points for Customer's hardware self-maintenance activities. When Customer requires remote backup assistance or needs Advantest to authorize and/or order exchange FRUs, only these authorized callers are eligible to call Advantest.
 - ix) Protection of data. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to materials and information that may be provided by Customer together with Qualified Devices serviced under this agreement.
 - x) Data back-up and reconstruction. Customer is responsible for maintaining a procedure external to the Systems for back-up and/or reconstruction of lost or altered files, data, or programs.
- e) Access. Customer will provide Advantest with the following:
 - i) Customer Representative. A representative of Customer must be present at Customer's site at all times when services are being performed by telephone or on site by Advantest.
 - ii) Access to the Systems.
 - iii) Working space. Adequate working space and facilities within a reasonable distance of the Systems.
 - iv) Information and resources. Access to and permission to use all information, internal resources, and facilities determined necessary by Advantest to service the Systems.
- f) Temporary procedures. Customer is responsible for implementing temporary procedures or workarounds while Advantest is performing On-Site Service.
- g) Additional diagnostics/maintenance software and tools. Customer will allow Advantest to run system diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and maintenance on the Systems. Customer acknowledges that Customer has no ownership interest in any such diagnostic hardware or software, that it may not use, remove, modify or in any way alter such programs, and that Advantest may remove these programs upon termination of On-Site Service.

- h) Operating supplies. Customer will provide Advantest service personnel with operating supplies and consumables such as paper, magnetic tapes, disk cartridges, ribbons, cards and similar items Customer would use during normal operation.
- i) Health hazards. Customer must notify Advantest if any Systems are being used in an environment that poses a potential health hazard to Advantest personnel. Advantest may require such Systems to be maintained by Customer's personnel under direct Advantest supervision.
- j) Confidential Information.
 - i) Advantest technical information. All Advantest technical information received by Customer as part of this Agreement is confidential information.
 - ii) Degree of care. Customer will protect and safeguard the confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as Customer uses to protect its own equivalent confidential and trade secret information. Such information will remain confidential for three (3) years after the date of disclosure.
 - iii) Security of information. Customer is responsible for the security of its proprietary and confidential information.
 - iv) Warranty disclaimer. ADVANTEST MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE ADVANTEST INFORMATION PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Advantest will not be liable for errors contained in the Advantest information or for any damages in connection with Advantest's furnishing of or Customer's use of this material.
 - v) Use limitation. Customer will ensure that all Advantest information obtained by Customer through this Agreement is used solely in Customer's organization and only for the purpose of maintaining Advantest equipment owned or leased by Customer and covered under this Agreement.
 - vi) Documentation update. Customer is responsible for updating existing documentation with new information provided through this service.

8. COPYRIGHT RESTRICTIONS

- a) Documentation. All Advantest documentation provided hereunder including training materials, service and diagnostic manuals and updates, and service notes, is copyrighted by Advantest.
- b) Training materials. Customer will not reproduce any training materials without the prior written consent of Advantest.
- c) Service notes and documentation. Advantest grants Customer permission to reproduce one hardcopy of Advantest service notes for exclusive use by Customer engineer who has completed Advantest self-maintenance training.
- d) Restrictions. Customer will not modify, adapt, and prepare derivative or collective works, transfer, sell, sublicense, lease, distribute publicly, or in any manner commercially exploit the information Advantest provides.
- e) Copyright notice(s). All copies including but not limited to magnetic, optical, or electronic copies made by Customer, must bear the copyright notice(s) contained in or on the original.

9. TERMINATION

- a) Excessive call volume. Throughout the term of this Agreement, Advantest will monitor the number of calls and call duration. Excessive call volumes or duration as determined by Advantest may be grounds for termination of this Agreement.
- b) Excessive FRU usage. Throughout the term of this Agreement, Advantest will monitor the number of FRUs ordered. Excessive FRU usage or inappropriate FRU orders as determined by Advantest may be grounds for termination of this Agreement.
- c) Inconsistent use of Support Tools. If Advantest determines at any time that Customer's use of licensed Support Tools causes problems for Advantest, or if Customer uses these Support Tools in any way inconsistent with the use restrictions set out in this Exhibit, or if this Agreement is terminated, Advantest reserves the right to terminate the limited permission license to use the Support Tools.
- d) Non-Qualified FRUs. Advantest will terminate Agreement if Customer uses Non-Qualified devices, parts or FRUs.

1. SCOPE

This Calibration Exhibit ("Exhibit") provides the terms and conditions under which Advantest will perform, at Customer's site, calibration for Advantest and non-Advantest products ("Products") listed in the quotation ("Quotation") sent to the customer ("Customer"). A combination of Advantest and non-Advantest Products is a system ("System"). The terms and conditions of calibration service ("Service" or "Services" below) are set forth in the Quotation, the Exhibits listed in the Quotation and the E16S Services and Support Terms and Conditions, which constitutes the entire agreement ("Agreement") between the Customer and Advantest.

Precedence. To the extent of any conflict between the E16S and the terms of this Exhibit, the terms and conditions of this Exhibit will control and take precedence.

2. DEFINITIONS

- a) "Field Replaceable Unit" or "FRU" means an individual part, component, sub-assembly, complete assembly or instrument of the System that can be replaced at the Customer site.
- b) "On-site Resource" means an authorized Advantest representative that is trained and skilled to service and maintain a Advantest System.
- c) "Business Day" means the normal operating hours of Advantest in a region or country. It includes 8 hours per day, 5 days per week and excludes local holidays.
- d) "Non-Qualified Devices" means any system, in whole or in part, or any FRU that is not directly sourced from Advantest is considered Non-Qualified. Any System component that has been subject to abuse, negligence, accident, loss or damage in transit; improper site preparation, or repaired or serviced by non-Advantest or a non-Advantest approved service provider becomes a Non-Qualified Device.
- e) "System Calibration" means performing the recommended periodic calibration procedure as specified by the system maintenance manuals.

3. PREREQUISITES

Advantest will determine, in its sole discretion, whether Customer adequately meets the following prerequisites for Calibration Service ordered and described in this Exhibit. Advantest may deny Service for any reason.

- a) Minimum configuration. A System (or any of its components) must include at least the minimum configuration specified in the calibration procedure printed in the appropriate Advantest System maintenance manual.
- b) System revision level. System must be operating on a Advantest-specified supported revision level.
- c) Operating condition. To be eligible for Service, Systems must be at current supported software versions and may require Advantest's certification, at Customer's expense, that Products are in good operating condition.
- d) No Non-Qualified Devices. All Systems must be inspected and validated by Advantest confirm that they do not have Non-Qualified devices.

4. CORE SERVICES

Advantest will travel to Customer's site to perform Services. Not all Services described here are available for all systems in all locations.

- a) System Calibration. Service consists of comparing the performance of the Customer's System against standards of known accuracy. The service will follow procedures specified in the system maintenance manuals. Adjustments needed to bring the System within factory specification will be made.
- b) Documentation. A calibration certificate verifying that the System meets the manufacturer's published specifications will be furnished. The certificate may include the environmental conditions measured at the time of calibration. Advantest will furnish a data report stating measured System performance after completion of any adjustments and a System attachment, if applicable, that lists calibrated System components by model and serial number. A calibration sticker listing the calibration date will be placed on the Product or System.
- c) Return of Product to Advantest for calibration. For Products that cannot be calibrated and or adjusted on-site, Advantest will remove and transport it at its expense to and from Advantest for calibration and or

adjustment. Upon return, Advantest will perform, if applicable, any necessary System tests to confirm proper on-site performance.

- d) Coverage period. Service hours will be hours in the normal Business Day. Advantest may provide Service outside of normal Business hours for an additional charge, subject to local availability.

5. SERVICE LIMITATIONS

- a) System or Product failure. If performance tests cannot be completed because of a System or Product failure, Advantest will offer to perform repairs under existing maintenance agreement coverage or at standard service rates prior to completing the calibration. Repairs not covered by an existing maintenance agreement require Customer to have an open purchase order specifying all persons authorized to request such service in advance of any service request.
- b) Improper environment. If Customer's on-site environment does not comply with Advantest's environmental requirements specified in the site preparation manual, Advantest may not perform the Service and; Customer will be responsible to pay standard service rates for all travel and labor incurred.
- c) Intervals. System Calibrations are performed at Advantest's recommended intervals, unless otherwise agreed to by Advantest as a modified calibration interval. Advantest is not responsible for System non-performance beyond the recommended calibration interval.
- d) Non-qualified Devices. Calibration under this Exhibit is provided only for qualified devices. Customer is responsible for removing nonqualified devices to allow Advantest to service the qualified devices. If performance of Calibration Service is made more difficult or is impaired because of a non-qualified device, Advantest may charge Customer for additional service required as a result of that device at Advantest's standard service rates. Advantest is not responsible for any non-performance caused by Non-Qualified Devices.
- e) Data security. Advantest will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with qualified devices serviced under this Agreement.

6. CUSTOMER RESPONSIBILITIES

- a) Access. Customer will provide Advantest with the following:
 - i) Customer Representative. A representative of Customer must be present at Customer's site at all times when services are being performed by telephone or on site by Advantest.
 - ii) Access to the Systems.
 - iii) Working space. Adequate working space and facilities within a reasonable distance of the Systems.
 - iv) Information and resources. Access to and permission to use all information, internal resources, and facilities determined necessary by Advantest to service the Systems.
- b) Operating procedures. Customer will follow routine operating procedures as specified in Advantest's operating manuals for the Equipment.
- c) Environmental controls and monitoring. If necessary, Customer is responsible for providing and maintaining temperature and humidity recording devices in the area where Equipment is operated. Recordings from these devices will be kept on file and accessible to Advantest personnel.
- d) Operating supplies. Customer will provide Advantest service personnel with operating supplies and consumables such as paper, magnetic tapes, disk cartridges, ribbons, cards and similar items Customer would use during normal operation.
- e) Health hazards. Customer must notify Advantest if any Systems are being used in an environment that poses a potential health hazard to Advantest personnel. Advantest may require such Systems to be maintained by Customer's personnel under direct Advantest supervision.
- f) Confidential Information.
 - i) All Advantest technical information. All Advantest technical information received by Customer as part of this Agreement is confidential information.
 - ii) Degree of care. Customer will protect and safeguard the confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as Customer uses to protect its own

- equivalent confidential and trade secret information. Such information will remain confidential for three (3) years after the date of disclosure.
- iii) Security of information. Customer is responsible for the security of its proprietary and confidential information.
 - iv) Warranty disclaimer. ADVANTEST MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE ADVANTEST INFORMATION PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Advantest will not be liable for errors contained in the Advantest information or for any damages in connection with Advantest's furnishing of or Customer's use of this material.
 - v) Use limitation. Customer will ensure that all Advantest information obtained by Customer through this Agreement is used solely in Customer's organization and only for the purpose of maintaining Advantest equipment owned and leased by Customer and covered under this Agreement.

ADVANTEST.

Advantest Taiwan Inc.
No. 15, Guangfu Rd.,
Hsinchu Industrial Park,
Hukou Township,
Hsinchu County, 30351
Taiwan
(R.O.C.)

23527977
Ship To
Sigurd Microelectronics Corp
No 11 Lane 169 Sec 2 Zhongxing Rd
CHUTUNG Hsinchu 310
Taiwan

Bill To
Conexant Systems Inc
PO Box 7370
Newport Beach CA 92658-7370
United States

Accounts Payable

Remit To
Please call +65 6215 5760
for cheque mailing information.
Singapore

Bank Information
Citibank Taiwan Limited Business
Department
1st FL, No. 1, Songzhi Rd.,
Xinyi Dist., Taipei City 110, Taiwan (R.O.C.)
Advantest Taiwan Inc.
Account # 5049986019
SWIFT: CITITWTX
Currency: TWD
Bank Code: 021 Branch #: 0018

Direct Inquiries To:
0800-047-664

INVOICE			
Invoice Number	Invoice Date	Page	
5750006083	01/MAY/2013	1 / 2	
Customer Number	Purchase Order Number	Payment Terms	
4388	NF12E01256	NET 30 DAYS	
Service Contract Number	Billing Period		
TW-CONEXANTSY-13-01	01/MAY/2013 - 31/JUL/2013		

Comments:

Line Number	Line Description	Customer Cost Center	Total Before Tax
001	Onsite Support Services:01-MAY-13:31-JUL-13 Serial Number: CN04600166	Sigurd	NT\$950,952.00
	Onsite Support Services:01-MAY-13:31-JUL-13 Serial Number: CN04600142	PTI	

PAYMENT IS DUE ON: 31/MAY/2013		Currency	TWD
		Local Exchange Rate	
		Total Before Tax	NT\$950,952.00
		VAT 5%	
		Total Tax Amount	NT\$47,547.60
		5% TWD to TWD	NT\$0.00
		Total Payable Amount	NT\$998,499.60
Please Send Invoice Copy or Reference Invoice #: 5750006083			

All orders for Advantest Services or spare parts referenced in this document and any transaction not covered by a specific contract are subject to the then current version of the Advantest Service and Support Terms (E16S) or the Advantest Terms and Conditions of Sales & Service (ATE16), and/or other applicable Advantest terms referenced herein. If you have a previously signed agreement with Advantest covering such Services or spare parts, the terms of that agreement will apply for those Services or spare parts. Advantest expressly objects to any different or additional terms in Customers' purchase/sales order documentation, unless agreed to in writing by Advantest. Receipt of this document, without written objection to any of the terms and conditions referenced herein within seven (7) days of receipt hereof, shall be deemed to be acceptance of all the terms and conditions stated herein. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have.

ADVANTEST®

Advantest Taiwan Inc.
No. 15, Guangfu Rd.,
Hsinchu Industrial Park,
Hukou Township,
Hsinchu County, 30351
Taiwan
(R.O.C.)

Bill To
Conexant Systems Inc
PO Box 7370
Newport Beach CA 92658-7370
United States
Accounts Payable

23527977
Ship To
Sigurd Microelectronics Corp
No 11 Lane 169 Sec 2 Zhongxing Rd
CHUTUNG Hsinchu 310
Taiwan

INVOICE			
Invoice Number 5750006083	Invoice Date 01/MAY/2013	Page 2 / 2	
Customer Number 4388	Purchase Order Number NF12E01256	Payment Terms NET 30 DAYS	
Service Contract Number TW-CONEXANTSY-13-01	Billing Period 01/MAY/2013 - 31/JUL/2013		

thereunder, Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.



Ship To: Conexant Systems, Inc.
Attn: Receiving Department
4311 Jamboree Rd
Newport Beach, CA 92660 , US

Framework Order

NF12E01402
Date created: 12/11/12
Page: 1 of 1

Bill To: Conexant Systems Inc.
Attn: Accounts Payable
PO Box 7370
Newport Beach CA 92658-7370

Buyer Number	Order By	Phone	Terms
E01	Jennifer Jensen	949-483-5594	Net 30 Days

Requestor

Ship Via	Freight Terms
	FOB TAIWAN

FREIGHT/COLLECT
See Page 1 of PO

Supplier: 125843 **Fax:** 866-310-0369
ADVANTEST TAIWAN INC.
20 KAO SHUANG ROAD
PING CHEN CITY 324 TW
Seller: LISA MORRIS 512-257-5858

Line No.	Quantity	Description	Sched Delivery Date	Qty to be Delivered	Unit Price	Extension
REFERENCE QUOTATION NUMBER TW-CONEXANTSY-13-02, SERVICE CONTRACT TERM 01-JAN-13 THRU 31-DEC 13. INVOICES SHOULD BE EMAILED TO CINDY PENA, OUR A/P AT: CINDY.PENA@CONEXANT.COM, INVOICES WILL BE PAID IN (TWD)						
Total Before Tax (TWD) NT\$2,317,553 Total Tax (TWD) NT\$115,878 Total After Tax (TWD) NT\$2,433,431						
010	1EA	93K service contract-tag12 18 Service contract for TAG12(CN04600185) & TAG18(DE04600119) in Sigurd, cover period 01-Jan-2013 to 31-Dec-2013. PRICE INCLUDES(TWD) TAXES. Not Taxable	12/08/12	1	\$74,560.33 Per: 1 EA	74,560.33

Acceptance of the offer represented by this order is expressly limited to the provisions hereof. Signing and returning the acknowledgement copy of this order (if attached hereto) or, in any event, delivery in whole or in part of the articles to be furnished hereunder shall constitute acceptance of this order. This is the entire contract and no changes of any kind whatsoever are binding on buyer representative of unless they are in writing and signed by an authorized buyer's purchasing department. Form 70-C-50 provisions attached hereto and made a part hereof, unless superceded by other provisions, as stated in the body of the order or in attachments incorporated herein.

Total:
USD
74,560.33

Buyer Signature:

Seller

Date

ORIGIN ID: RHVA (650) 483-6256
SHIPPING DEPT
ADVANTEST AMERICA INC.
3061 ZANKER RD

SAN JOSE, CA 95134
UNITED STATES US

SHIP DATE: 16MAY13
ACTWGT: 0.3 LB
CAD: 0977469/CAFE2608

BILL SENDER

TO **CONEXANT SYSTEMS, INC, CLAIM PROCES**
BMC GROUP INC
18675 LAKE DRIVE EAST

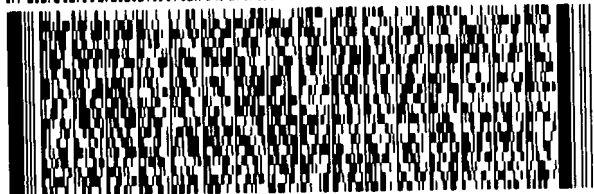
RECEIVED

MAY 17 2013

CHANHASSEN MN 55317

BMC GR.

REF: TONY LOI



FedEx
Express



J12131210050125

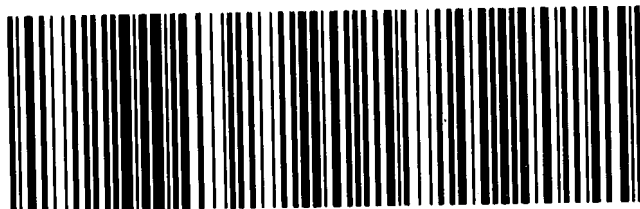
FRI - 17 MAY 10:30A
PRIORITY OVERNIGHT

TRK# 5405 2123 2125
0201

XH FBLA

55317
MN-US MSP

Part # 156148-434 RIT2 12/10 ..



RECEIVED

MAY 17 2013

BMC GROUP