

## ORBOTECH, INC. TERMS AND CONDITIONS PERTAINING TO FRONTLINE PRODUCTS

Orbotech, Inc., through a distribution agreement, licenses and services Orbotech Ltd.'s Frontline software products (previously licensed from Frontline PCB Solutions LP ("Frontline")). Orbotech Quotations relating to Frontline software products are subject to these Orbotech Terms and Conditions Pertaining to Frontline Products ("Frontline Terms and Conditions"). These Frontline Terms and Conditions may be modified from time to time without notice and the latest version of this document (which can be found online at: <https://www.orbotech.com/orbotech-inc>) shall control. The Quotation is Orbotech's offer to sell or license Frontline products. The Quotation and the underlying transaction will not be binding on Orbotech until the Quotation is signed by Orbotech. Acceptance of the Quotation is strictly limited to the provisions set forth in the Quotation and these Frontline Terms and Conditions. Orbotech shall not be bound by, and specifically and expressly objects to, any terms or conditions whatsoever which are different from or in addition to the provisions of the Quotation and these Frontline Terms and Conditions (except for the provisions of Orbotech Standard Equipment Terms and Conditions where applicable), including any terms and conditions contained on or referenced in Customer's purchase order. Customer's issuance of a purchase order or commencement of any activities pursuant to the Quotation shall conclusively evidence Customer's acceptance of the Quotation and these Frontline Terms and Conditions and create a binding contract between Customer and Orbotech hereunder, regardless of whether the Quotation has been signed by Customer. Note that any installation requirements referenced herein and/or in the Quotation may contain additional requirements.

### 1. Definitions.

**Product(s)** means Frontline Software, Software licenses, Software Program licenses, documentation (including manuals, training and education materials) and upgrades, accessories, or additions purchased from or supplied by Frontline.

**Software** means the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version where provided by Frontline.

**Quotation** means any standard Orbotech equipment or product sales, product license or maintenance service quotation.

### 2. Payment.

Unless otherwise provided for in the Quotation, charges for Products will be invoiced upon delivery and paid in full, without abatement, set-off, or deduction, within 30 days of

invoice receipt at the address given for notices below. At Orbotech's sole discretion, Customer may be subject to an interest charge of 1.5 percent per month on any outstanding balance if Customer fails to make timely payments.

### 3. Taxes and Duties.

Customer shall be responsible for and shall pay directly all taxes (exclusive of any tax based on Orbotech's income), customs duties, assessments, fees and other charges (collectively referred to as "Costs") levied by any and all government entities respecting delivery, possession, or use of any Products. Purchase prices for the Products do not include these Costs.

### 4. License.

Title to all Software shall remain with Orbotech. Orbotech grants Customer a nonexclusive, nontransferable, non-sublicensable license to use this copy of Frontline Software, consisting of executable files, electronic data, and accompanying documentation (together, the "Program"), within the local area network at the installation site or geographical area as provided by the license purchased and otherwise according to the terms of this Agreement and for the term for which Customer has paid the applicable license fee. Licenses may be either "Local" or geographical ("Continental" or "Global"), as described below. Licenses may also be limited by time, as provided in the license purchased. The license granted herein shall extend for the life of the Products in Customer's possession, provided that any transfer of the Products or breach of Sections 7 or 8 hereof by Customer shall result in immediate and automatic termination of this software license. Customer's use of Software Programs shall also be governed by any additional conditions which Orbotech may provide on or prior to delivery of the Software Programs.

### 5. Configuration.

The Program is licensed to Customer provided that Customer has paid the required license fee for the Program or for an older version of the Program with a specified number of seats and has purchased the optional software packages.

### 6. Local Licenses.

a. If Customer has purchased a "Local" license (i.e., not a "Continental" or "Global" license), Customer may install and use that program on one work station/computer with the maximum number of concurrent seats located on the same local area network within the Installation Site and the optional software packages as specified in Customer's paid license.

b. A "Local" license for an InSight PCB program can be used by the maximum number of concurrent seats located in the specific time zone specified in the paid license designation

form. This time zone shall be designated as the time zone where either (i) the users are located or (ii) a remote server is located, but in any event only one (1) such time zone shall be designated.

c. If Customer has purchased an “InPlanConcurrentSites” Local license, Customer will be able to access the Program from different sites/servers/schema in the same time zone simultaneously, in accordance with the license that Customer has purchased

## **7. Geographical Licenses.**

If Customer has purchased a geographical License (available for Insight PCB and InStack Design programs) Customer may use the Program only within the location(s)/region(s) specified in the paid license designation form, as follows:

a. Continental licenses can only be used by the maximum number of concurrent seats as specified in Customer’s paid license that are located in a time zone region up to 3 hours from the time zone of the remote server location (including DST time differences), as designated in the paid license designation form.

b. Global licenses (for Insight PCB and InStack Design programs) can be used by the maximum number of concurrent seats as specified in Customer’s paid license across the globe, regardless of the location of the server/users.

c. Customer may not use the software in any way outside of the designated time zone region and any such use shall be a breach of the license and may void the license.

d. Use of remote terminals linked into clients outside of the purchased time zone region is forbidden.

e. Customer should carefully consider and select the time zone region Customer wishes to purchase. Once purchased, time zone regions cannot be modified for the duration of the term of the license. No hybrid licenses are allowed. All modules of the software must be purchased for the specific time zone region. Orbotech does not provide upgrades to Local or Continental licenses during the license term, nor does Orbotech allow downgrades during the license term.

f. With its license, Customer will receive a key/code set to the number of seats, the optional software packages Customer purchased, and the Node I.D.of Customer’s work station/computer. This key will enable the installation and use of the Program according to the restrictions of the paid license.

## **8. Additional Rights and Obligations.**

Regardless of which version of the Program Customer has purchase and whether Customer has a paid license, or has been granted leasing rights, evaluation rights, or any other right in connection with the Program, and regardless of the number of seats and optional software packages Customer may have purchased:

a. Customer may make one copy of the Program solely for backup purposes.

b. Customer may not:

i. Modify, translate, reverse engineer, or attempt to reconstruct, identify, or discover any source code or algorithm, decompile, disassemble, create derivative works based on, or copy (except for a sole backup copy) the Program;

ii. Rent or transfer to any person, or otherwise allow others to use, all or any part of the Program without the prior written consent of Orbotech;

iii. Remove any proprietary notice, labels, or marks on the Program;

iv. Modify, incorporate into or combine with other software, or create a derivative work of any part of the Program;

v. Use this Program other than for Customer’s internal business purposes in the area of Printed Circuit Board pre-production activities; or

vi. Use this Program outside the country in which it was licensed or on a local area network other than the one on which initially installed regardless of whether such use was accomplished by physical or electronic transfer of the Program.

c. If Customer has licensed this Program to upgrade a prior version of the Program, the originals and all copies of the prior version, including any copies resident on Customer’s hard disk, must be destroyed within ninety (90) days of the delivery of the upgrade.

## **9. Confidential and Proprietary Technology.**

It is expressly understood and agreed by Customer that the Products incorporate highly confidential knowledge, technology, and trade secrets (all of which, whether or not copyrighted or patented, are hereafter referred to as “Technology”). The Technology includes Technology incorporated in the Products themselves, manuals and other documentation marked confidential by Orbotech, and oral information provided to Customer by Orbotech on a confidential basis. The Technology is, and shall always remain, the exclusive property of Orbotech. Customer shall have a continuing obligation to maintain the confidentiality of the Technology until such time that it becomes publicly known. During such time, Customer will take reasonable measures to ensure the confidentiality of the Technology, using procedures at least as secure as those Customer uses to protect its own most confidential proprietary technology. Except for use of the Products in the normal course of Customer’s business operations, Customer agrees not to use in any way or form whatsoever, any part of the Technology for any purpose whatsoever. Customer shall not replicate, reproduce, alter, modify, disassemble, decompile, reverse engineer, create derivative works from, transfer or disclose to third parties, any part of the Technology for any purpose whatsoever. Customer shall not use the Products to assess, test, or develop any hardware or software products either for Customer or others. Customer shall not remove any proprietary notice, labels, or marks on the Products. Customer acknowledges that any violation of this provision will result in irreparable harm to Orbotech and that Orbotech may enforce its rights hereunder by

injunction against any threatened or continuing violation, or in an action for damages, or both.

#### **10. Improvements by Customer.**

In the event that Customer or any of its principals, employees, contractors or agents make, develop, or invent any improvement to any Products which in Orbotech's view enhances their usefulness, efficiency, or value, then Customer shall assign all right title and interest to such improvement to Orbotech. At its sole and complete discretion, Orbotech and its affiliates shall each be entitled to use any such improvement in any products manufactured or sold by them and to license its use to any Orbotech or Orbotech customer worldwide. Orbotech grants to Customer a nonexclusive, nontransferable, royalty-free license to use any of the foregoing in accordance with the terms of these Frontline Terms and Conditions. It is expressly understood that any such improvement by Customer or its employees or agents shall not entitle Customer to use of the Products beyond that specified in these Frontline Terms and Conditions.

#### **11. Patent, etc., Indemnity.**

a. Orbotech shall, at its own expense, defend any action brought against Customer to the extent that it is based on a claim that the Products, or any component thereof, supplied pursuant hereto, infringe upon any patent, license, copyright or trademark, provided that (a) Customer promptly notifies Orbotech in writing of the assertion, threat, or institution of any such claim, suit or proceeding; (b) Orbotech shall have sole control of the defense of any action and any negotiation for its settlement or compromise; (c) Orbotech shall have the sole right to choose attorneys to represent Customer in such action; (d) Orbotech shall not be obligated to pay for Customer's legal expenses if Customer chooses to have its own counsel represent it as co-counsel in any such action; (e) Customer shall provide all reasonable facilities, authority, information and assistance for a proper defense and/or settlement negotiations; and (f) Customer refrains from taking any position or action detrimental or adverse to Orbotech. If the Products, or any component thereof, are adjudicated or reasonably anticipated to be an infringement on any patent, license, copyright or trademark, or in such other circumstances as Orbotech in its sole discretion determines to be appropriate, Orbotech, at its own option and expense, may elect to: (i) obtain for Customer the right to continue using the Products; (ii) replace or modify the Products so they become noninfringing; or, if unable to do either, then (iii) terminate the Software license herein granted, take back the Products, and refund to the Customer the depreciated cost of the Products, calculated on a straight-line, thirty-six (36) month basis.

b. Orbotech shall not be liable for any claim that the Products, or any component thereof, infringe upon any patent, license, copyright or trademark, if such claim is based in whole or in part on (a) the use of Software which is not the latest unmodified release, where such infringement may have been avoided by the use of such latest release; (b) amendments, alterations, modifications or attachments to any Products made

by any party other than Orbotech; (c) use of the Software on or in conjunction with equipment other than the Customer's workstation or the Orbotech Products; (d) a copy of the Software where the Software has been added to, altered, or amended in any way after the Software was copied; (e) the combination, operation, or use of the Products with any equipment not supplied by Orbotech; or (f) any alteration of the Products made by any entity other than Orbotech.

c. THIS SECTION 9 STATES ANY, ALL, AND THE ENTIRE LIABILITY OF ORBOTECH WITH RESPECT TO PATENT, LICENSE, COPYRIGHT, OR TRADEMARK INFRINGEMENT BY THE PRODUCTS. ORBOTECH SHALL HAVE NO ADDITIONAL LIABILITY TO CUSTOMER WHATSOEVER WITH RESPECT TO ANY ALLEGED OR PROVED INFRINGEMENT.

#### **12. Limited Warranty and Disclaimer.**

The Program is supplied "as is". Orbotech warrants that the media on which the Program is furnished, under normal use, will be free from defects in materials and workmanship. Orbotech's entire liability and Customer's exclusive remedy under this warranty (which is subject to Customer's returning the Program to Orbotech) will be, at Orbotech's option, to attempt to correct or work around errors, to replace the Program or distribution media with functionally equivalent software or media, as applicable, or to refund the purchase price and terminate this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NO OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE MADE BY ORBOTECH OR ANY THIRD PARTY SUPPLIER WITH RESPECT TO THE PROGRAM, AND ORBOTECH AND ANY THIRD PARTY SUPPLIER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ORBOTECH NOR ANY THIRD PARTY SUPPLIER WARRANTS THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR ERROR FREE, OR THAT ALL DEFECTS IN THE PROGRAM WILL BE CORRECTED.

EACH ITEM OF ANY SOFTWARE PROGRAM IS, IN ITS UNALTERED FORM, WARRANTED TO CONFORM SUBSTANTIALLY TO THE THEN-CURRENT PUBLISHED FUNCTIONAL SPECIFICATION, PROVIDED SUCH SOFTWARE PROGRAM IS USED IN A MANNER CONSISTENT WITH ANY APPLICABLE ORBOTECH MINIMUM EQUIPMENT AND SOFTWARE CONFIGURATION SPECIFICATIONS, AND PROVIDED THAT: THE SOFTWARE PROGRAM IS COVERED UNDER A MAINTENANCE SERVICES AGREEMENT. PROVIDED THAT THE SOFTWARE PROGRAM IS

COVERED UNDER A MAINTENANCE SERVICES AGREEMENT, ORBOTECH WILL MAKE REASONABLE EFFORTS TO CORRECT ERRORS REFLECTING SIGNIFICANT DEVIATIONS FROM THE FUNCTIONAL SPECIFICATIONS AS ARE REPORTED BY CUSTOMER TO ORBOTECH. (B) BECAUSE NOT ALL ERRORS IN SOFTWARE CAN OR NEED BE CORRECTED, ORBOTECH DOES NOT WARRANT THAT ALL SOFTWARE PROGRAM DEFECTS WILL BE CORRECTED. SIMILARLY, ORBOTECH DOES NOT WARRANT THAT FUNCTIONS CONTAINED IN THE SOFTWARE PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS OR WILL OPERATE IN COMBINATIONS SELECTED FOR USE BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY DETERMINED THAT THE SOFTWARE AND SUPPORT SERVICES ORDERED UNDER THIS AGREEMENT MEET ITS REQUIREMENTS.

THE ABOVE WARRANTY DOES NOT APPLY TO ANY BETA SOFTWARE, ANY PROGRAM MADE AVAILABLE FOR TESTING, EVALUATION, OR DEMONSTRATION PURPOSES, ANY TEMPORARY SOFTWARE MODULES OR ANY PROGRAM FOR WHICH ORBOTECH DOES NOT RECEIVE A FEE. ALL SUCH SOFTWARE PRODUCTS ARE PROVIDED WITHOUT ANY WARRANTY WHATSOEVER.

### **13. Limitation of Liability.**

IN NO EVENT WILL ORBOTECH OR ANY THIRD PARTY SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF ORBOTECH, ANY THIRD PARTY SUPPLIER, OR AN AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, AND THAT ORBOTECH WOULD NOT PROVIDE THE PROGRAM EXCEPT UNDER THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT.

### **14. Integration.**

Customer's obligations pursuant to this Agreement shall be in addition to, and shall not derogate from, Customer's obligations pursuant to any license for the Program that Customer may have.

### **15. Open Source Software.**

Third party open source software may be used in some Programs. For additional information please refer to the Program's documentation

### **16. Oracle Software.**

Certain Programs may contain embedded software provided by Oracle (the "Embedded Oracle Software"). In addition to the other terms of this Agreement, the following terms shall apply with respect to the Embedded Oracle Software:

a. This license is for utilization of the Embedded Oracle Software within the Program only. Customer may not install or configure the Embedded Oracle Software separately and independently from this application program.

b. Customer must access information from the Embedded Oracle Software either through pre-packaged reports, add-hoc reports or by utilizing the available APIs that are included in the Program. Customer may not navigate the underlying data schema of the Embedded Oracle Software. Customer may not directly access the Oracle Data Base and options or use Oracle-supplied APIs to establish the transfer of data. Management of the data transfer must be done through predefined Frontline APIs included in the Program.

c. Upgrades and/or updates to the Embedded Oracle Software are certified and distributed as a component of the Program and Customer may not otherwise upgrade the Embedded Oracle Software.

d. The inclusion of the Embedded Oracle Software does not create any business relationship between Oracle and Customer with regard to the Embedded Oracle Software. Orbotech is responsible for providing all related Oracle services, support and education for the Embedded Oracle Software and in the event that Orbotech discontinues providing customer service, support, or education to Customer, Oracle will not be obligated to provide ongoing service, support, or education to Customer for the Embedded Oracle Software.

### **17. Mentor Graphics Software.**

Certain Programs may contain embedded software provided by Mentor Graphics (the "Embedded Mentor Graphics Software"). In addition to the other terms of this Agreement, the following terms shall apply with respect to the Embedded Mentor Graphics Software:

a. This license is for utilization of the Embedded Mentor Graphics Software within the Program only. Customer may not install or configure the Embedded Mentor Graphics Software separately and independently from this application program.

b. Customer must access information from the Embedded Mentor Graphics Software either through pre-packaged reports, add-hoc reports or by utilizing the available APIs that are included in the Program. Customer may not navigate the underlying data schema of the Embedded Mentor Graphics Software. Customer may not directly access the Mentor Graphics Data Base and options or use Mentor

Graphics-supplied APIs to establish the transfer of data. Management of the data transfer must be done through predefined Frontline APIs included in the Program.

c. Upgrades and/or updates to the Embedded Mentor Graphics Software are certified and distributed as a component of the Program and Customer may not otherwise upgrade the Embedded Mentor Graphics Software.

d. The inclusion of the Embedded Mentor Graphics Software does not create any business relationship between Mentor Graphics and Customer with regard to the Embedded Mentor Graphics Software.

e. Orbotech is responsible for providing all related Mentor Graphics services, support and education for the Embedded Mentor Graphics Software and in the event that Orbotech discontinues providing customer service, support or education to Customer, Mentor Graphics will not be obligated to provide ongoing service, support, or education to Customer for the Embedded Mentor Graphics Software.

#### **18. MySQL Software.**

Certain Programs may contain embedded software provided by MySQL (the "Embedded MySQL Software"). In addition to the other terms of this Agreement, the following terms shall apply with respect to the Embedded MySQL Software:

a. This license is for utilization of the Embedded MySQL Software within the Program only. Customer may not install or configure the Embedded MySQL Software separately and independently from this application program.

b. Customer must access information from the Embedded MySQL Software either through pre-packaged reports, add-hoc reports or by utilizing the available APIs that are included in the Program. Customer may not navigate the underlying data schema of the Embedded MySQL Software. Customer may not directly access the MySQL Data Base and options or use MySQL-supplied APIs to establish the transfer of data. Management of the data transfer must be done through predefined Frontline APIs included in the Program.

c. Upgrades and/or updates to the Embedded MySQL Software are certified and distributed as a component of the Program and Customer may not otherwise upgrade the Embedded MySQL Software.

d. The inclusion of the Embedded MySQL Software does not create any business relationship between MySQL and Customer with regard to the Embedded MySQL Software.

e. Orbotech is responsible for providing all related MySQL services, support and education for the Embedded MySQL Software and in the event that Orbotech discontinues providing customer service, support or education to Customer, MySQL will not be obligated to provide ongoing service, support, or education to Customer for the embedded MySQL Software.

#### **19. Default and Remedies.**

a. By providing Customer with written notice of termination, Orbotech may immediately terminate this Agreement if (i) Orbotech determines that any material representation or warranty now or hereafter made by Customer was not true or accurate when given, or (ii) Customer is in breach of a Quotation or these Frontline Terms and Conditions or otherwise defaults on any of its duties, including, but not limited to, timely payments of sums due, and fails to cure this default within five (5) days after Orbotech gives Customer written notice of default.

b. Upon any such default, Orbotech may: (i) declare any and all sums payable as to any and all Products or Service immediately due and payable, without further notice or demand; (ii) without notice, demand, court order or other process of law, repossess any or all Product(s) by any means whatsoever and keep or dispose of said Product(s) according to law; (iii) terminate or suspend Service as to any and all Products and suspend any other Orbotech obligations; and (iv) pursue any other remedies available at law or in equity.

c. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies provided herein or available at law or in equity. Customer shall pay Orbotech all costs and expenses, including reasonable attorney's fees, incurred by Orbotech in exercising any of its rights or remedies or enforcing any provisions herein or within a Quotation.

d. Customer shall not be entitled to a refund of any payments for or Products or license fees payments made prior to any payment default and such prior payments are agreed and acknowledged by the parties hereto to be nonrefundable fees for the use of the Products prior to the default.

#### **20. Assignment, Lease of Products and Credit Investigations**

Orbotech may, without the consent of or notice to Customer, assign to a third party financial institution its rights, but not its obligations. In such event, Orbotech's assignee shall not incur Orbotech's obligations. Orbotech may assign or transfer any of its rights or obligations under this Agreement to any other third party without Customer's consent. Customer hereby expressly waives all defenses against Orbotech's assignee. Either party may assign any or all of its rights or obligations to any affiliate without notice to or consent of the other party. Customer shall not have the right to assign or transfer any of its rights or obligations herein to any third party without the prior written consent of Orbotech. Customer may assign the purchase rights granted hereunder to a third party leasing company subject to the prior written approval of Orbotech and provided that such third party leasing company executes Orbotech's standard form of software license agreement. Customer agrees to execute Orbotech's form of assignment of purchase rights in conjunction with such lease and all required lease documents ten (10) days prior to the Product delivery. Customer hereby authorizes Orbotech to conduct a credit investigation of

Customer. If Orbotech does not grant credit approval, Orbotech may revoke the transaction by written notice.

## **21. Force Majeure.**

If performance of any obligation, except for the payments, is prevented, restricted, or interfered with because of fire, natural disaster, labor disputes, law, order, regulation or governmental requirement, war, civil disorder, other violence or any other act or condition, whether foreseeable or not, beyond the reasonable control of the affected party, the affected party shall be excused from such performance to the extent of such prevention, restriction, or interference. The affected party shall give prompt notice and shall resume performance immediately whenever such causes are removed. The affected party shall take reasonable steps to avoid or remove such cause at the earliest possible time, but in any event within ninety (90) days. The other party's only remedy for this non-performance shall be rescission after the ninety (90) day period.

## **22. Notices.**

All notices shall be in writing and shall be hand-delivered or sent by certified or registered mail, return receipt requested, or by facsimile transmission. All notices to Customer will be to its address provided in the Quotation. All notices to Orbotech will be addressed to: Vice President of Sales & Marketing, Orbotech, Inc., 44 Manning Road, Billerica, MA 01821

## **23. General Provisions.**

a. These Frontline Terms and Conditions, together with all Quotations, constitute a contract and shall be governed by the laws of the Commonwealth of Massachusetts, excluding conflict-of-law or choice-of-law principles. Litigation by Customer to enforce its rights may be brought only in a court of competent jurisdiction within the Commonwealth of Massachusetts. Orbotech may file suit in Massachusetts or in any jurisdiction where its rights may be threatened, and judgment will be enforceable in any state or country. The parties consent to the exclusive jurisdiction of such courts and consent to the service of process by registered or certified mail.

b. These Frontline Terms and Conditions, together with all Quotations, represent the entire agreement between the parties regarding the subject matter, superseding and replacing any additional or inconsistent terms and conditions contained on the face or reverse side of Customer's purchase orders or other standard forms of Customer of whatever date and cancels all prior understandings, written or oral. No amendment, waiver, or cancellation of any part of this Agreement shall be valid unless in writing and signed by an authorized officer of each of Customer and Orbotech.

c. Omission by Orbotech to remedy a default or enforce rights reserved to it, or to require performance of any of the terms hereof, shall not be a waiver, nor shall it affect the right of Orbotech to enforce such provisions thereafter.

d. Both parties agree to comply with all applicable laws, including all international export control regulations, including but not limited to the Export Administration Regulations

("EAR", 15 CFR. 730 – 774) administered by the U.S. Department of Commerce, Bureau of Industry and Security and the International Traffic in Arms Regulations ("ITAR", 22 CFR 120 – 130) administered by the U.S. Department of State, Directorate of Defense Trade Controls.

e. If any provision of a Quotation or these Terms and Conditions is contrary to, prohibited by, or deemed invalid under applicable laws of a jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but shall not invalidate remaining provisions.