

party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

9.4 This Agreement may not be assigned by either party hereto without the prior written consent of the other party; provided, however, that MTS may assign this Agreement to an affiliate or successor. This Agreement shall be binding upon and inure to the benefit of Contractor and of MTS and its successors and assigns.

9.5 This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Minnesota, excluding its conflict of law rules. The District Court of the County of Hennepin or the United States District Court for the District of Minnesota shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The prevailing party shall be entitled to recover from the losing party its attorneys' fees in any litigation relating to or arising out of this Agreement.

9.6 MTS and Contractor agree that the provisions and restrictions contained in this Agreement are necessary to protect the legitimate continuing interests of MTS, and that any violation or breach of those provisions will result in irreparable injury to MTS for which a remedy at law would be inadequate and that, in addition to any relief at law that may be available to MTS for such violation or breach and regardless of any other provision contained in this Agreement, MTS shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Agreement.

9.7 Contractor shall not use, distribute, transfer, transmit or release any Confidential Information provided under this Agreement except in compliance with U.S. export laws and regulations (the "Export Laws"). Contractor shall not, directly or indirectly, export or re-export Confidential Information or Contractor Works to any country which is a prohibited country as specified in the applicable Export Laws.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer effective as of the date first above written.

MTS Systems Corporation:

By _____
Signature

Printed Name

Title

Date

[Contractor's Name:]

Rodney L. Larson
Signature

RODNEY L. LARSON
Printed Name

P.O. Box 4847, Eden Prairie, MN
Home Address

478-52-1117
Social Security Number

June 3, 2013
Date