PDF/SOLUTIONS™

Umbrella Terms for Orders

1. **Application; Orders**. These terms apply to Orders from PDF Solutions for Products and Services listed on a Quote that incorporates these Umbrella Terms for Orders by reference.

2. **Purchase Orders**. If required by PDF or for payment processing by Customer, Customer agrees to issue one or more POs on the schedule set forth in each Order, for the amounts described therein. For clarification, PDF's quotes are made considering all items listed in the quote and are not changeable by Customer's PO.

3. **Licenses**. With respect to each Order and subject to the terms and conditions of these terms and conditions and to payment of the applicable fees in each such case, PDF grants to Customer a revocable, fully-paid up, non-transferable, non-exclusive right (without the right to sublicense) during the Term of the License set forth on each such Order to permit Licensed Users to:

   (i) download included On-Premise Software from PDF and install and use such Software and included Hardware as more specifically permitted in the Order (e.g., limited to a specific host ID, if so configured, or the Designated Site(s), if such a site or sites are specified in the Order);

   (ii) access and use as more specifically permitted in the Order included Software (in the event of Hosted Software, only through the CloudSite) and Hardware, in any event, solely for Customer's internal business purposes and, unless the product has "Battery" in the name (in which case it can also be used in connection with battery manufacturing), only in connection with Customer's semiconductors;

   (iii) retain an additional copy of only included On-Premise Software as reasonably necessary for back-up (emergency recovery) purposes; and

   (iv) access, copy, and use the Documentation solely in support of permitted use of the Software and Hardware.

Licensed Users are employees of Customer or any of its Affiliates. If Hardware is included in an Order, PDF will deliver (by carrier) such Hardware to Customer. In the case of a Hardware included in an Order, (a) such delivery will be at the facility and on the schedule set forth in an SOW Exhibit attached to such Order, or if none, as mutually-agreed; and (b) PDF will make the arrangements for and bear the expense and risk of shipping such Hardware to, and (at the time of removal/return) from, Customer's shipping/receiving dock at the agreed facility.

4. **Hosting of On-Premise Software by a 3rd Party Provider**. PDF hereby consents to Customer hosting On-Premise Software at/with a reputable and commercially-known 3rd party hosting provider, subject to Customer providing PDF with the name and location of such 3rd party provider. In such case, the location of such 3rd party provider's servers on which the licensed On-Premise Software is installed is deemed to be contained within the definition of Customer's "Designated Site." If Customer desires to re-host the Software from its original installation, either internally on servers with different host IDs, etc., or at a different authorized 3rd party provider, PDF agrees to provide replacement license file(s) at no cost to Customer, subject to Customer being current on all M&S obligations for all Software then under license from PDF. In all other cases, including if the Customer is not current on such M&S, Customer shall pay to PDF a fee of two thousand five hundred USD ($2,500) for each new license file requested by Customer and fulfilled by PDF, which the Parties agree to document on an Order. In the event of unauthorized disclosure or use by any such 3rd party of PDF's Confidential Information, and notwithstanding any limitation of liability, Customer hereby agrees to hold PDF harmless for PDF's loss or damage arising therefrom.

5. **Temp Products**. From time to time hereunder, as mutually agreed by the Parties, PDF may grant to Customer short-term licenses to Products not included in an Order at no charge, which (i) Products are subject to the general terms and conditions of these terms and conditions with the specific term, site, TPID/CPU/hostID (as applicable) and maximum number of concurrent Licensed Users set forth in the Temp License File; and (ii) shall only be used by Customer in furtherance of a valid Order (e.g., burst training licenses, or migration licenses, etc.) or evaluation of a potential additional commercial purchase from PDF (e.g., Eval Software).

6. **Services**. If included on an Order, and subject to payment of the applicable fees, PDF will provide at a mutually agreed upon time:

   (i) installation services for On-Premise Software, consisting of the initial addition of the Software to Customer's computing environment at the Designated Site(s) (if any) or other agreed installation site specified in the Order, and with respect to PDF's equipment-specific software, on the specific equipment or type of equipment set forth on the Order, along with successful demonstration of output reports using sample data;

   (ii) installation services for Hardware, consisting of placement, assembly (as needed), initial set-up and networking from the equipment side to Customer's manufacturing computer network, as applicable, and qualification of such equipment, each as described in any SOW Exhibit for such services attached to these terms and conditions or the Order;

   (iii) hosted management services for Hosted Software, consisting of the set-up of, and access during the Term to, the CloudSite and on-going database administration and maintenance, data integration maintenance, system health monitoring, and technical support, each as described in the ASC (Application Services Commitment) Exhibit attached either to these terms and conditions or an Order;

   (iv) training on the Software to Licensed Users;

   (v) other services as specified in an Order (e.g., data integration, template-creation, analysis, or other engineering services); and,

   (vi) M&S Services or HSS (Hardware Support Services) as described herein, which (a) in the case of TBLs and HSS for Licensed Hardware with a limited Term is included at no additional fee and shall run with the Term

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of the License, (b) in the case of Perpetuals and HSS for Licensed Hardware with a perpetual Term, is subject to the additional fee set forth in the Order and, for Perpetuals and Licensed Hardware that require installation/integration services, shall initially start, unless agreed otherwise in an Order, no later than two (2) months after initial delivery of the first license file for the Software on such Order. HSS provided by PDF shall include reasonably required assistance and cooperation to enable and support Customer's permitted use of Licensed Hardware. If service for, and/or repair of, Licensed Hardware is required, such service will be provided by PDF at no additional fee to Customer and Customer will provide reasonably required assistance and cooperation in such activity. PDF's handling of unscheduled downtime and other issues with Licensed Hardware, including escalation, will be as mutually-agreed, which the Parties' technical teams will typically do and document in writing within two (2) months of installation.

To support PDF's provision of the services listed above (each, a "Service," and, collectively, the "Services"), Customer will reasonably cooperate in such installation, set up, qualification, etc., including (without limitation) by providing computer input/output facilities, floor space, environment, power, networking connection, other facility requirements reasonably required by PDF, assistance, computer time, and access (including full physical, network, and remote) to the Hardware where installed as reasonably requested as necessary for PDF to perform such services, and other "Customer inputs" set forth in any SOW Exhibit for such Services attached to these terms and conditions or an Order. In the event of any conflict among requirements, the Parties' technical teams shall discuss the matter in good faith to achieve a commercially reasonable resolution. PDF shall comply with all reasonable facility and network security access control procedures in connection with such access. All M&S Services shall be performed by PDF from PDF's locations only. Customer shall pay PDF the fees for Services, M&S Services, and HSS, if any, set forth in the applicable Order, including, if set forth therein, reimbursement to PDF for actual reasonable travel and other out-of-pocket expenses incurred by PDF in connection with providing such services. For the avoidance of doubt, PDF is under no obligation to support either Perpetuals or Hardware with a perpetual Term for which Customer is not current on the applicable M&S Services or HSS fees, or Temp Software, in any way, or to provide any improvements, enhancements, modifications, updates, replacement parts (as applicable), or releases to or for such Software, Hardware, or Temp Software.

7.   **License Restrictions**. As each such scenario applies, Customer shall not, and shall have no right to: (i) reverse engineer or decompile any Software, Hardware, or other PDF Confidential Information provided under these terms and conditions, or otherwise attempt to derive or modify the source code of, or any processes, techniques, methods, specifications, protocols, algorithms, interfaces, machine learning or other AI models, data structures or other information embodied or used in, any Software, Hardware, or other PDF Confidential Information (except as may be required by law for interoperability); (ii) disclose or make accessible any Software, Hardware, or other PDF Confidential Information to any person or entity that is not a Licensed User or Authorized Contractor; (iii) rent, lease, loan, sell or otherwise distribute any Software, Hardware, or other PDF Confidential Information or provide

testing or data processing services using Software, Hardware, or other PDF Confidential Information to a third party; (iv) transfer equipment-limited or equipment-type-limited Software from the equipment or equipment-type, as applicable, on which it was originally installed or for which it was Licensed (as set forth in the applicable Order), respectively; or, (v) control any Hardware or use the PDF DB or any other PDF-provided schema, scripts, templates, or Licensed TPP with any program other than the Software and other than in accordance with these terms and conditions, including the additional terms and conditions applicable to such included Hardware that are set forth in the PDF Equipment Terms Exhibit, if any, attached to these terms and conditions or an Order (if Hardware is included in an Order) or such Licensed TPP that are set forth under Section C of the GTC.

8.   **Reservation of Rights; Confidentiality**. As between the Parties, all rights relating to the Software, Hardware, and Licensed TPP not expressly granted hereunder to Customer are reserved and retained by PDF (or the owner of such Licensed TPP, as applicable). Notwithstanding anything to the contrary, PDF exclusively owns (and Customer will not use except as permitted under these terms and conditions) PDF's proprietary: Software, Hardware, characterization technology, methodologies, machine learning or other AI models, database schema, configurations, formats of data integrated with the Software, product performance and roadmap plans, scripts and programs written to PDF's API to load data into the Software (sometime called filter plans or templates), documentation related to any of the foregoing. PDF's confidential information includes all of the foregoing, regardless of whether tangible or intangible or marked with any notifications and however shared (i.e. verbally or in writing or otherwise), solutions/package details, pricing information, and license terms and conditions. Other Party's confidential information includes all its proprietary IC device/battery layout and design information and manufacturing, testing, and assembly process details. Each Party agrees to not use any of the other Party's confidential or proprietary information learned during the course these terms and conditions or in connection with the license or potential license of Software or the provision of Services other than as permitted under these terms and conditions, and shall protect against the unauthorized use or disclosure of all such information using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its most valuable confidential and proprietary information. PDF may access and use info/data resulting from Customer's use of, and feedback on, Software and/or Services for ensuring compliance with these terms and conditions, training of machine learning and other AI models, general sales, marketing, and product development, and benchmarking purposes, provided that such use does not result in disclosure of Customer's confidential information. Customer agrees not to disclose PDF's confidential information to any person or entity that provides software or services that are competitive to those offered by PDF, unless approved in advance in writing by PDF. Notwithstanding anything to the contrary, (a) both Parties are expressly allowed to disclose the terms of these terms and conditions to (i) Affiliates, and (ii) pursuant to the order or legal requirement of a court or other governmental body, however, in the case of (ii), the disclosing Party shall provide prompt notice to the other Party so that it can seek a protective order or otherwise protect its interests; and (b) after the first Order, Customer hereby authorizes PDF to (i) issue a press release to the public generally announcing Customer as a customer of the PDF Products or Services, as applicable, (ii) identify Customer (using Customer's logo in such regard) as a commercial

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Customer of PDF's Products, including by making reference thereto on the PDF website (www.pdf.com) and other public presentation materials, and, (iii) disclose these terms and conditions (and any amendments hereto) and all relevant Orders hereunder to the owners of Licensed TPP only in connection with required reporting to such owners.

9. **Warranty**. Temp Software is provided "AS IS" and without any warranties. In the case of Hosted Software, PDF warrants the availability and uptime service level commitments described in the ASC Exhibit during the Term of the License. In the event of other Software or Hardware, with respect to each unique Software and Hardware product itemized in an Order, PDF warrants to Customer that during a period of ninety (90) days following the date the Order for the first License(s) to such PDF Product is formed (the "Warranty Period"), such Software product will be free of Errors and such Hardware will perform as contemplated in the Documentation. If during the Warranty Period Customer submits an Error notification to PDF in accordance with the procedures set forth in the applicable Hardware Support, M&S Service, or hosted management services terms and conditions, as applicable, PDF will, at PDF's expense, use commercially reasonable efforts to correct the Error identified in such notice, provided that if PDF is unable to correct the Error within ninety (90) days of such submission, Customer will have the right to terminate the impacted Order at such time, in which case PDF shall refund all license fees for the defective Hardware, Software, and any Software products contained in such Order that require the defective Software as a prerequisite (fees allocated by PDF according to GAAP) – as well as M&S Services or hosted management services fees, as applicable, for such terminated Software or Hardware – that have been actually paid by Customer for the period during which the unresolved defect occurred through the end of the Term of the License in such Order. For clarification and notwithstanding anything to the contrary, any fees paid by Customer for Services performed are not refundable. If PDF is not able to correct the Error within ninety (90) days and Customer does not terminate the impacted Order within ninety (90) days of such submission, Customer may not terminate the Order for such Warranty Issue thereafter. In such case, when and if available, PDF may in its discretion implement such fix in a future update of the Hardware or Software (i.e. an Update release) but is under no obligation to do so on any schedule or at all. For clarification, the functionality of feature requests is not covered under this Warranty. The foregoing constitutes PDF's sole and exclusive liability, and Customer's sole and exclusive remedy, in connection with any breach of the warranties granted by PDF hereunder. The foregoing will not apply:

(i) to the extent that an Error or other failure is due to causes that are external to the Software or otherwise beyond PDF's reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightening, electrical power fluctuations or failures, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, general inoperability of the internet, or hardware or software not provided by PDF;

(ii) if the Software or Hardware has been neglected, misused, or otherwise used in a manner not in compliance with the Documentation or these terms and conditions;

(iii) if On-Premise Software or Hardware has been improperly installed (other than by PDF or a service provider engaged by PDF);

(iv) if there has been a modification or attempted modification of the Software or Hardware (other than by PDF or a service provider engaged by PDF);

(v) if Customer has refused or otherwise failed to implement any Error Corrections, Updates, work-arounds, new releases, or other modifications that PDF has provided or recommended for On-Premise Software or Hardware; or

(vi) in the case of Hosted Software, in the event of a Force Majeure that negatively affects PDF's (or a third-party service provider's) ability to provide Customer access to such Hosted Software.

10. **Limits**. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 9, PDF MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE, HARDWARE, SERVICES PROVIDED BY PDF (OR A SERVICE PROVIDER ENGAGED BY PDF) HEREUNDER, OTHER PDF CONFIDENTIAL INFORMATION, OR ANY OTHER ASPECT OF THESE TERMS AND CONDITIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PDF EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.** PDF's entire liability to Customer for damages or other amounts arising out of or in connection with the Software, Hardware, and Services provided by PDF (or a service provider engaged by PDF) hereunder, or any other aspect of these terms and conditions shall not exceed the license fees actually received by PDF from Customer under the Order(s) directly connected to such damage (or, if no fees are paid to PDF, U.S. $1,000). **IN NO EVENT SHALL PDF BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, EVEN IF PDF HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.** The limitation of liability and disclaimer of warranties in this Section 10 apply regardless of the form in which an action (legal, equitable or otherwise) may be brought, whether in contract, tort, or otherwise. The limitation of liability, disclaimer of warranties, exclusivity of remedies and other limitations set forth in these terms and conditions are an essential element of the bargain between the Parties (without which PDF would not have entered into these terms and conditions) and will apply even if a remedy fails in its essential purpose. Customer acknowledges that the fees paid in connection with Orders under these terms and conditions reflect the allocation of risk set forth herein and PDF would not enter into these terms and conditions (including those Orders) without this limitation of liability, disclaimer of warranties, and exclusivity of remedies.

For clarification, any recommendation provided by PDF regarding any hardware or 3rd-party software to be provided by Customer for the Software or Hardware to operate as intended in the Documentation is purely recommendation based on PDF's experience and typical usage of the Software or Hardware, as applicable. Customer is responsible to make changes and / or make investment and improvement in its IT infrastructure,

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network, Internet access, etc., over time to maintain satisfactory performance of the Software and Hardware based on Customer's usage, computing environment, and performance. PDF is not responsible for any such recommendation, including whether the recommended hardware or 3rd-party software will function as intended with the Software or Hardware or that the Software or Hardware will function as intended in the Documentation with the recommended hardware and software.

From time to time, PDF may provide an Update to the Software or an improvement to Hardware that is generally available to customers, or PDF may provide guidance to Customer on upcoming Updates or improvements. Such guidance, including but not limited to content (i.e. expected features and functionality) and schedule, shall not constitute any commitment or obligation on PDF, and PDF may change its release content or schedule from such guidance in its sole discretion. Customer may provide recommendations or feature requests and PDF may plan Error Corrections for future Updates or improvements, and it is at PDF's sole discretion whether to implement any Error Correction or other improvement and, if so, when to implement. Customer shall have no right to withhold any payment due to PDF's decisions regarding such guidance, release schedule, requests, or the quality of any Error Correction and/or improvement. For the avoidance of doubt and notwithstanding anything to the contrary, no fees paid hereunder are for, or entitle Customer to receive, Services to speed up certain Error Corrections and /or feature enhancements or other improvements specifically requested by Customer.

As described in the ASC Exhibit, PDF will make reasonable efforts to coordinate with Customer as to any Updates for Hosted Software. When PDF provides an Update for On-Premise Software or improvements to Hardware, it is Customer's responsibility to test such Update or improvement in Customer's environment to make sure that it works properly for the tasks Customer conducts. PDF does not guarantee any Update will be Error free or any improvement to Hardware will function without failures. Updates and improvements are provided "AS IS" and, in any event, no warranty is made with respect to any Update or improvement. No Services for additional testing support is included in these terms and conditions (including under M&S fees) for PDF to conduct such test in Customer's environment.

At PDF's sole discretion, PDF may choose to retire certain features, stop supporting certain versions (other than as committed in the M&S Services), and/or change the software architecture and / or operating system it works on or Hardware build, which may or may not be aligned with Customer's practice. Customer shall not withhold any payment to PDF for previously purchased Software or Hardware related to such changes.

Customer only has a License to the Software and Hardware itemized in an Order. For clarification, (i) On-Premise Software requires a database and certain hardware to operate as intended, about which Customer has been advised, and, if not included in an Order, then Customer is responsible for providing such compatible database/hardware for utilization of the Software, and PDF has no liability, and Customer has no termination rights, for failure of the Software to operate as intended due to Customer's failure to acquire/provide such database or hardware; and, (ii) these terms and conditions does not include any optional, separately priced features/modules or PDF software product with substantially new or additional significant features that may be developed by PDF in the future and made generally available to its customers.

11. **Duration; Term**. These terms and conditions enters into force on the Effective Date above and continues until (a) terminated by either Party upon fifteen (15) day advance written notice to the other Party delivered to the address/email set forth in the signature blocks below; (b) Customer undergoes a Change of Control, in which case it terminates effective as of the date of the closing of such Change of Control, unless PDF consents in writing to the assignment (by operation of law or otherwise) of these terms and conditions and all then-valid Licenses hereunder to the surviving corporation; or (c) Customer commits a breach of Sections 7 or 8, which is not cured within five (5) days of written notice by PDF, in which case it terminates effective upon the sixth (6th) day following the date of notice by PDF. Upon any termination of these terms and conditions (i) by PDF for Customer's breach or Change of Control, the rights and obligations of the Parties and all then-valid Licenses under Orders shall terminate, or (ii) by either Party for any other reason, the rights and obligations of the Parties shall terminate but all then-valid Licenses under Orders shall continue through the Term of the License thereon; except in each case, that (X) Sections 7 - 11 herein as well as supporting definitions and boilerplate provisions incorporated by reference shall survive such termination through the end of the Term of the last expiring Order; and, (Y) Customer's liability and obligation to pay all fees or other amounts under all Orders will also survive such termination and shall be (1) immediately due if such termination is for Customer's breach or Change of Control or (2) due in accordance with the applicable Order if such termination is for any other reason except PDF's material breach. Notwithstanding any license duration set forth in a Temp Software license file, either Party may terminate a Temp Software license, for any or no reason, upon written notice (email sufficient) to the other Party. Upon and after the end of the Term of a License in an Order that includes Hardware, PDF may upon thirty (30) business days prior written notice to Customer (email is sufficient), remove any part/all of such Hardware and Customer shall reasonably cooperate in the logistics of such removal and return to PDF of such Hardware.

12. **Regulatory.**

(i) *Export Control.* Customer acknowledges that certain of the products, information, and/or services that PDF may make available to Customer may be subject to applicable export control or sanctions laws and regulations. Notwithstanding anything to the contrary, availability of and any PDF obligations to provide such items are subject to such laws and regulations, and the Parties agree that in the event such laws and regulations restrict PDF from providing such items, PDF will be excused from such obligation without liability, penalty, or compensation. Customer confirms it will comply with any such applicable laws and regulations, and without limiting the foregoing, will not export, reexport, transfer, or divert such PDF (i) into activities related to nuclear, biological, or chemical weapons, or missiles, rocket systems, or unmanned aerial vehicles (UAV); (ii) to Russia, Belarus, Cuba, Iran, North Korea, Syria, the Russian-occupied regions of Ukraine, or to any country that is subject to an applicable government embargo; or (iii) to any other country, entity, individual, or end-use without a required government license or other government authorization. Customer certifies that it does not develop, produce, maintain, or use military items, that it is not a military end-user, and that such PDF items are not intended for a military end-use or military end-user. For clarity, the obligations of this subsection will survive

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the expiration or other termination of the Order that incorporates these terms and conditions. For the avoidance of doubt about, and without limitation to, the following particular matter, to the extent that EU Regulation 833/2014 clause 12g and 765/2006 8g apply, reexport of such items to Russia or Belarus contrary to this subsection may be deemed a material breach for which PDF will have the right to immediate termination of the Order that incorporates these terms and conditions, damages for the breach, and all other remedies under applicable law.

(ii) *Anti-bribery Regulation*. The Parties acknowledge that the proposed transactions are subject to various anti-bribery laws, including without limitation the U.S. Foreign Corrupt Practices Act [1] (**"FCPA"**), prohibiting giving or offering money or an item of value for the personal benefit of a government official, political leader, or political party to influence official action or obtain an improper advantage. Each Party confirms that it has complied, and will comply in connection with each Order, with the FCPA and other applicable anti-bribery laws.

13. **Misc**. Capitalized words not defined in these terms and conditions have the meanings given them in PDF's general terms and conditions (GTC) (maintained at http://www.pdf.com/definitions). The additional terms and conditions at such GTC (v2024.2 unless a later version is referenced on an Order) are incorporated herein by this reference and made applicable to Orders hereunder. These terms and conditions will be:

(i) in the case that Customer is registered or located in the jurisdiction of the People's Republic of China, governed by the laws of Singapore, excluding the choice of law rules, and PDF and Customer consent to the exclusive jurisdiction and venue of the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre then in effect ("SIAC Rules"). The arbitral tribunal shall consist of three (3) arbitrators selected in accordance with the SIAC Rules. The "presiding arbitrator" (arbitral chair) shall have a nationality other than that of the Parties. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The arbitral award shall be final and binding on both Parties. Judgment on any arbitration decision may be entered in any court of competent jurisdiction; and

(ii) in the case that Customer is registered or located in any other jurisdiction, then governed by the laws of the State of Delaware (U.S.A.) without regard to any rules governing conflicts of laws, and PDF and Customer consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Delaware.

Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief under these terms and conditions in any court of competent jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and shall not apply to these terms and conditions. These terms and conditions may only be amended by a writing signed by an authorized representative of each Party. Notwithstanding anything to the contrary, no terms and conditions included on or referenced in any PO shall be construed to be an amendment of these terms and conditions, unless specifically so stated to be an amendment and signed by both Parties.

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[1] 15 U.S.C. §§ 78m, 78dd-1 - 78dd-3.

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