

End User License Agreement (EULA) for secureWISE Software

IMPORTANT READ CAREFULLY.

This End-User License Agreement (this “**Agreement**”) is a legal agreement between You and PDF Solutions, Inc. and its subsidiaries (collectively, “**PDF**” or “**Licensor**”) for the Program licensed or made accessible to You in connection with PDF’s secureWISE Services. PDF and You are each a “**Party**” to this Agreement and are collectively referred to as the “**Parties**” herein. “**You**” and “**Your**” refer either to an individual person or to a single legal entity.

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS – DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM. IN THAT CASE, PROMPTLY RETURN THE PROGRAM TO THE PARTY FROM WHOM YOU WERE GIVEN ACCESS. IF YOU HAVE ALREADY DOWNLOADED THE PROGRAM, YOU MUST NOT USE IT AND MUST DELETE AND UNINSTALL ALL COMPONENTS/COPIES OF THE PROGRAM AND CONTACT THE PARTY FROM WHOM YOU WERE GIVEN ACCESS.

“**Program**” is defined as the following items, including the original and all whole or partial copies: 1) Licensor Software; 2) machine-readable instructions and data, 3) components, 4) audio-visual content (such as images, text, recordings, or pictures), 5) open source programs (“**OSP**”) and third-party commercial programs (“**TPP**”) included in Licensor Software, 6) license use documents, files, or keys, and (7) documentation related to each of the foregoing.

1. Grant of License

2.1 Licensor grants You a limited, nonexclusive, non-transferable, non-sub-licensable, revocable, fully-paid up, worldwide license to use the Program when You are given valid authorization to use it as part of the secureWISE Services. The duration of this license is limited by the terms of Your agreement with Licensor relating to the secureWISE Services.

2.3 You may not copy the Program except for one (1) backup copy. All copies of the Program, whether authorized or unauthorized, are subject to the terms and conditions of this Agreement. You acknowledge and agree that OSP and TPP included in Licensor Software are subject to such OSP and TPP license terms and conditions, which

are incorporated by reference into this Agreement, in addition to the terms and conditions of this Agreement. This Agreement does not, and shall not be interpreted to, replace or otherwise amend any of Your rights or obligations pursuant to any OSP and TPP with respect to any use, distribution, or sublicensing.

2.4 If You have been provided the Program for internal evaluation, testing or demonstration purposes, You shall not use it after such evaluation or demonstration ends and the Program may contain a disabling device that will prevent it from being used thereafter. You shall not tamper with this disabling device or the Program. You should take precautions to avoid any loss of data that might result when the Program can no longer be used.

2.5 You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

2.6 Subject to exceptions under applicable laws and terms and conditions of certain OSP included in the Program, You will not, nor will You allow any third party to, (i) modify, port, translate, localize, or create derivative works of the Program; (ii) distribute, sell, lend, rent, transfer, convey,

modify, decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying user interface techniques or algorithms of the Program by any means whatsoever, for any purpose whatsoever; (iii) grant any sublicense, leases or other rights in the Program to any third party; (iv) disassemble the Activation Key Lock File or attempt to duplicate it in any way; or (v) take any action that would cause the Program to be placed in the public domain.

2.7 Licensor may terminate Your license if You fail to comply with the terms of this Agreement or if you fail to comply with the terms of any agreement in place between You and Licensor relating to the secureWISE Services. If Licensor elects to terminate Your license, You must destroy all copies of the Program and purge them from all memory devices.

3. No Warranty

Subject to any statutory warranties which cannot be excluded, Licensor excludes and disclaims any and all warranties or conditions either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement and all warranties arising from course of dealing or usage of trade, regarding the program or technical support, if any. This exclusion applies to and runs to the benefit of the program developers and suppliers. Specifically, Licensor excludes and disclaims any warranties in respect of any OSP or TPP included in the Program.

3.2 Manufacturers, suppliers, or publishers of TPP may provide their own warranties. Any warranty claims related to a TPP shall be directed solely to the owner of such TPP.

3.3 Licensor does not provide technical support, unless Licensor specifies otherwise in writing.

4. Limitation of Liability

4.1 Regardless of the basis on which You may be entitled to claim damages from Licensor, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Licensor is liable for no more than: 1) damages for

bodily injury (including death) and damage to real property and tangible personal property, and 2) the amount of any other actual direct damages up to the charges for the Licensor software that is the subject of the claim. This limitation of liability also applies to and runs to the benefit of the Licensor software developers and suppliers. It is the maximum for which they and Licensor are collectively responsible. Licensor excludes and disclaims any liability to the maximum extent permitted by law in respect of any OSP or TPP included in the Program.

4.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES ARE LICENSOR OR THE PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- a) LOSS OF, OR DAMAGE TO, DATA;
- b) SPECIAL, INCIDENTAL, PUNATIVE OR INDIRECT DAMAGES, OR FOR ANY CONSEQUENTIAL ECONOMIC DAMAGES; OR,
- c) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

5. General

5.1 Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

5.2 In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

5.3 You acknowledge that some or all of the components of the Program licensed or made available to You related to this EULA may be subject to applicable export control or sanctions laws and regulations (collectively, the “**Export Laws**”), including the Export Administration Regulations (the “**EAR**”) administered by the U.S. Department of Commerce’s Bureau of Industry and Commerce and the financial sanctions maintained administered by the Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”).

Notwithstanding anything to the contrary, availability of and any Licensor's obligation to provide or continue availability of such components of the Program is subject to the Export Laws, and the Parties agree that in the event the Export Laws restrict Licensor from providing such components, Licensor will be excused from such obligation without liability, penalty, or compensation. You confirm that You will comply with the applicable Export Laws, and without limiting the foregoing, that You will not export, reexport, transfer, or divert such components or the direct product thereof: (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. You confirm that that the Program (specifically Licensor software and related documentation) is not intended for a military end-use. 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 warranting immediate termination of the Agreement and Your liability to Licensor for Licensor's resulting damages and all other remedies under applicable law. The obligations of this subsection will survive the expiration or other termination of this Agreement.

5.4 You agree to allow Licensor to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere it does business. Such information will be processed and used in connection with Licensor's business relationship, and may be provided to contractors, business partners, and assignees of Licensor for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).

5.5 Neither You nor Licensor will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

5.6 Neither You nor Licensor is responsible for failure to fulfill any obligations due to causes beyond Your or its control.

5.7 This Agreement is the complete agreement between You and Licensor regarding the use of the Program. It replaces any prior oral or written communications between You and Licensor concerning Your use of the Program in respect of the subject matter of this Agreement.

5.8 This Agreement will not create any right or cause of action for any third party. Third party licensors to Licensor are the owners of the intellectual property rights related to their programs included in the Program and shall have the right to claim against You for any breaches of the terms applicable to such programs. Licensor will not be responsible for any third-party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which Licensor is legally liable.

6. Description of Other Rights and Limitations

6.1 **No Separation of Components:** The Program is licensed as a single product and neither the software programs comprising the Program or any update may be separated for use by more than one user at a time

6.2 The Program is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Program is owned by Licensor, and all right, title and interest to the Program belongs to Licensor. This Program is licensed, not sold.

7. Governing Law and Jurisdiction

7.1 North America. If You are incorporated or domiciled in the United States or Canada, this Agreement shall be construed in accordance with the substantive laws of the State of Delaware

(without reference to Delaware's rules regarding conflict of laws). The Parties' consent to the jurisdiction of the federal and state courts situated in the State of Delaware and agree that such courts shall have exclusive jurisdiction over any dispute arising under or relating to the Agreement.

7.2. Asia. If You are domiciled in Asia, this Agreement shall be construed in accordance with the substantive laws of Singapore (without reference to Singapore's rules regarding conflict of laws). The Parties consent to the exclusive jurisdiction and venue of the International Centre for Dispute Resolution of the American Arbitration Association in accordance with its arbitration rules then in effect ("**ICDR Rules**"). The arbitral tribunal shall consist of one (1) arbitrator selected with mutual consent or in accordance with the ICDR Rules if the Parties fail to agree. The seat of the arbitration shall be Singapore.

7.3 Europe. If You are domiciled in Europe, this Agreement shall be construed in accordance with the substantive laws of England and Wales (without reference to rules regarding conflict of laws). The Parties consent to the exclusive jurisdiction and venue of the International Centre for Dispute Resolution of the American Arbitration Association in accordance with its arbitration rules then in effect ("**ICDR Rules**"). The arbitral tribunal shall consist of one (1) arbitrator selected with mutual consent or in accordance with the ICDR Rules if the Parties fail to agree. The seat of arbitration shall be London.

For either 7.2 or 7.3, the language of the arbitration shall be English; the arbitrator shall have a nationality other than that of the Parties; the arbitral award shall be final and binding on both Parties; and judgment on any arbitration decision may be entered in any court of competent jurisdiction.

7.4 The United Nations Convention on Contracts for the International Sale of Goods does not apply.

8. Support

8.1 Support and updates for the Program may be available from Licensor, TPP owner(s), or OSP owner(s) or the distributor who provided the

Program to You. Access to such support and updates may require payment of a fee and agreement to additional terms and conditions. Any beta programs and samples provided may be modified substantially before general availability. Licensor does not guarantee that the beta programs, samples and/or any component thereof will be made generally available. In addition, Licensor does not warrant or guarantee that the operability of any of Your applications running with the Program will be maintained with any subsequent or generally available versions of the Program. Although Licensor may try to answer technical support questions You may have regarding Your use of the Program, any such assistance does not obligate Licensor to provide support or maintenance services for the Program.

8.2 You authorize Licensor to (i) access and use Your feedback on the Program (including Licensor software and related documentation) and Your data for ensuring compliance with this Agreement, general product development, and benchmarking purposes, provided in any case that no such use will disclose any of Your data to any third party, and (ii) use performance data for system health monitoring as set forth in the underlying transactional agreement and maintaining server log files, to the extent reasonably required for the performance of Licensor's services (including troubleshooting and improving Licensor's services). You grant Licensor and its suppliers a non-exclusive, worldwide, fully paid up, perpetual and irrevocable license to use Your anonymized feedback or data in Licensor's and its suppliers' business activities without restriction and without payment or accounting to You or any third party.

9. Third Party Programs

The Program and future updates and fix packs to such Program made available to You may contain OSP or TPP components subject to their terms and conditions, end-user license agreements, notices and information (in respect of TPP, "TPP Terms" collectively). In such case, such TPP Terms are made accessible to You in "RELEASE NOTES" or "README" notes (including their updates) together with such TPP components (including their updates

and fix packs), which are in addition to the terms and conditions of this Agreement. Where more protective or restrictive, the TPP terms and conditions shall control. By using or not uninstalling

such TPPs after access to this Agreement, You acknowledge and agree to all such license agreements, notices and information, including those provided only in the English language.