

## General Terms and Conditions (“GTC”)

## A. GENERAL DEFINITIONS

1. **“Acceptance”** of a PO by PDF or that PDF **“Accepted”** a PO means that PDF, after receiving Customer’s PO, either (i) delivered one or more items listed in the PO or on the Quote referenced in such PO, or (ii) notified Customer of PDF acceptance of such PO, whether by signing/stamping and returning a copy of the PO to Customer, emailing notice of such acceptance, or indicating such acceptance in Customer’s PO system.
2. **“Affiliate”** means an entity that is Controlled by a Party, that Controls a Party, or that is under common Control with a Party; provided that an entity is an Affiliate of such Party only so long as such Control exists.
3. **“Agreement”** means these GTC, together with the Order or UFO or signed contract between PDF and Customer that incorporates these GTC by reference, and all additional documents, terms, and conditions incorporated therein or herein.
4. **“AI Feature(s)”** means any product, feature, service, or functionality provided by PDF that leverages automated systems for data analysis, reasoning, or prediction, including but not limited to machine learning algorithms, statistical models, neural networks, foundation models, generative models, inference engines, or other artificial intelligence technologies.
5. **“AI Model(s)”** means any computational system, algorithm, or framework—including machine learning models, neural networks, foundation models, generative models, hosted models, or third-party models—used to enable or support AI Features by processing data and generating outputs, predictions, or decisions.
6. **“Application”** is sometimes used to refer to Hosted Software.
7. **“Amendment”** means a writing signed by an authorized representative of each Party specifically referencing the Agreement and an intent to change/amend terms and conditions thereof. For the avoidance of doubt, Orders are generally not Amendments, they each set forth specific Products and Services the payment and delivery/performance of which is governed by the Agreement; provided that any Order can be an Amendment (e.g., vary terms and conditions for an Order and going forward for all subsequent Orders, or for just the specific Order) if such intent is expressly so stated and it is signed by both Parties.
8. **“ASC”** or **“Application Services Commitment”** means the version of the document of the same name referenced in an Order that includes Hosted Software and maintained on the same web page as these GTC.
9. **“Authorized Contractor”** means a third-party contractor company providing services to Customer that require access to or use of the Software (otherwise in compliance with the Agreement) to perform data/tool integration services for Customer, provide that such company:
  - a. is not a competitor or potential competitor of PDF (as listed in PDF’s public filings with the Securities and Exchange Commission including when such company continues to operate within or as an affiliate of a non-company that acquires any such company or such company’s assets);
  - b. has entered into a written agreement with Customer or PDF requiring such company to protect the confidentiality of the Software and other PDF Confidential Information provided under the Agreement and prohibiting such contractor from the unauthorized use or disclosure of such Software and other PDF Confidential Information to at least the same extent as the provisions of the Agreement; and,
  - c. shall be deemed an Authorized Contractor only for so long as such company remains engaged by Customer and has a need to have access to or use of the Software and other PDF Confidential Information to perform services for Customer (otherwise in compliance with the Agreement).
10. **“Authorized User”** means “Licensed User” (see definition below).
11. **“AUP”** means PDF’s Acceptable Use Policy for users of the Software via the CloudSite as posted at [www.pdf.com/working-with-pdf](http://www.pdf.com/working-with-pdf).
12. **“Big Data Services”** means the VAS (Value-Added Services) 1, 2, 3, 6, & 13 described in PDF’s Documentation, if and to the extent included in an Order.
13. **“Bundled Product”** means an OEM’s equipment or integrated product in which the Object Code compiled from the SDK is inseparably embedded.
14. **“Business Day”** means any weekday other than a bank or public holiday in the State of California (USA).
12. **“Change of Control”** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions.
13. **“CloudSite”** means the infrastructure managed by PDF and used by PDF to provide Customer access and use of Hosted Software, the virtualization environments, the operating systems, file servers, and any other server software used to provide or secure the environment/Software, and the computer hardware on which the Software, virtualization environments, operating systems, file servers, and any other server software are installed.
14. **“COA”** means a certificate of authenticity issued by PDF or PDF’s License Generator identifying a valid licensee and licensed Software.
15. **“Confidential Information”** means Customer Confidential Information or PDF Confidential Information, or both, as applicable.
16. **“Control”** means that more than fifty percent (50%) of an entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
17. **“Customer”** means the entity identified on an Order.
18. **“Customer Confidential Information”** means, regardless of whether tangible or intangible or marked with any notifications and however shared (i.e. verbally or in writing or otherwise) all Customer Data, proprietary equipment and information about such equipment, IC device/battery layout and design information, manufacturing, testing, and assembly process details, and all other non-public, proprietary information of Customer or its Affiliates (or its suppliers or customers) disclosed to, or learned by, PDF in connection with the Agreement.
19. **“Customer Data”** means all data, works, materials, and information: uploaded to or stored on the CloudSite by the Customer; transmitted by a third party to the CloudSite at the instigation of the Customer; supplied by Customer to PDF for uploading to, transmission by, or storage on the CloudSite; or generated by the CloudSite as a result of the use of the Hosted Software by Customer (excluding Performance Data).
20. **“Designated Site”** means Customer’s facility at the address, or the geographical region, set forth on an Order. In the case of a fabrication facility, the “Designated Site” is the Customer’s building or buildings that have a single, and the same, manufacturing execution system (MES).
21. **“Designated Tool”** means, with respect to PDF’s tool-specific software, the original manufacturing tool on which such software was installed, unless a dongle is provided by PDF, in which case, any manufacturing tool on which a valid dongle is currently installed.
22. **“Device Data”** means data about Customer’s devices that is collected from equipment used to process, test, or assemble ICs for Customer.
23. **“Documentation”** means the user operating manuals and specifications in tangible, electronic or other form for the Software, if and to the extent that PDF makes the same generally available to its Customers of such Software.
24. **“Downtime”** means periods where important functionality of a CloudSite or the secureWISE® RTN, as applicable depending on a customer’s Order, are unavailable other than Scheduled Maintenance or due to an FME, with no workaround possible, as measure from the time that an Authorized User reports it is not able to connect to such CloudSite or secureWISE RTN, until the connection is restored.
25. **“End Customer”** means the purchaser/user of a Bundled Product from OEM that is not an Affiliate of OEM.
26. **“Error”** means a material failure of the Software to operate in accordance with the functional specifications for the Software set forth in the applicable Documentation.
27. **“Error Correction”** means either (i) a code modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the operation of the Software, eliminates, or reduces the practical adverse effect of an Error on Customer.
28. **“Eval Software”** means one or more Products enabled by PDF by virtue of a Temp License File for access and use by Customer, provided that a Product is Eval Software only for as long as enabled at no additional charge by PDF and restricted from use in production.
29. **“Exensio -Hosted Website”** (also referred to as the **“Customer Page”**) means the site at <https://hosted.exensio.pdf.com/> through which PDF shall provide the Service to Customer, and Customer shall access the Applications, under the terms of the Agreement if Exensio® -Hosted Software is included in an Order.
30. **“Force Majeure”** means fires, earthquakes, floods, acts of nature, war, terrorism, other violence or acts of a public enemy, strikes or other labor disputes, laws, other orders, proclamations, regulations, ordinances or requirements of an applicable governmental authority, public internet outage, major power disruption, or other significant cause beyond the reasonable control of such Party, in any case that directly and negatively impact the ability of a Party to perform its obligations under the Agreement.
31. **“GTC”** means these general terms and conditions (previously, sometimes

referred to as “definitions and boilerplate provisions”).

32. **“Hardware”** means a (i) a PDF-procured and owned, but commercially available computer server or peripheral, PCI card, or dongle, in each case, delivered by PDF for use with Software pursuant to an Order; or (ii) PDF Equipment System.
33. **“Hosted Software”** (sometimes referred to as **“Applications”**) means Software typically identified as “Cloud” in the name of the Product on an Order (and including OSS and Licensed TPP included therewith) hosted by PDF (typically through a 3<sup>rd</sup> party provider, such as AWS, Oracle, or Google, etc.). Hosted Software includes Business Management Portal (BMP) secureWISE software, as well as products with “Flex” in the title to the extent they are hosted (and for the time they are used) in a PDF CloudSite.
34. **“HMS”** means the services that PDF will provide for web-based hosting of Customer Data and the Hosted Software set forth in an Order that is described in the ASC for such Order for the Term of such Order.
35. **“HSS”** means those Hardware support services described in the UA to be provided by PDF in connection with Licensed Hardware.
36. **“Improvement”** means an enhancement, modification, addition, component/part, add-on module, or other code meant to improve the functionality or usability of Software or Hardware. Without limiting the generality of the foregoing, “Improvements” include loading scripts, pre-processors, and the PDF DB.
37. **“Input”** means any prompts, instructions, queries, files, or other data submitted, uploaded, or otherwise provided by Customer for use with the AI Features.
38. **“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).
39. **“License”** means the limited right to access or use Software or Hardware granted by PDF pursuant to an Order or Temp License File, as each is set forth for each type/level of Product in the General License Grants (e.g., Tool/Equipment License, User License, Site License).
40. **“License Generator”** means PDF’s mechanism to issue, based on a COA, per-unit license files to enable or replace Runtime Licenses (e.g., PDF’s Web License Generator (“**WLG**”) or Desktop License Generator (“**DLG**”).
41. **“License Year”** means each consecutive 12-month period during the Term of an Order, starting from the first start date of a license in an Order; provided that if there is an initial period that is shorter than a 12-month period, such stub period will, for the purposes of usage-based reporting/billing, be added to such 12-month period as License Year 1 (e.g., an initial 3-month period added to the next 12-month period for a 15-month License Year 1).
42. **“Licensed TPP”** (sometimes referred to as licensed “Third Party Software”) means programs (including software, libraries, databases, etc.) that are *not* proprietary to PDF and that are commercially licensed to PDF for sublicense/distribution and delivered by PDF in conjunction with (as a separate download or embedded in) PDF Software.
43. **“Licensed User”** or **“Authorized User”** means any individual that is an employee of Customer or its Affiliate and works exclusively for the Customer or such Affiliate, provided that such individual has entered into an enforceable agreement with Customer or such Affiliate requiring such individual to protect confidential information that includes the Software and Documentation, and prohibiting such individual from the unauthorized use or disclosure of other company’s confidential or proprietary information such as the Software and Documentation, to at least the same extent as the provisions of any applicable confidentiality agreement between PDF and Customer, and shall be deemed a Licensed User only for so long as such individual remains an employee of Customer or such Affiliate and has a “need to know” for the purposes of exercising the rights granted to Customer by PDF.
44. **“Limited Maintenance & Support Services”** or **“LMS”** means those Critical Error correction and technical support services only (rendered via telephone or email) that are otherwise described in PDF’s standard M&S terms and conditions available on PDF’s web site (i.e. excluding, in any event, enhancements, updates, upgrades, and other maintenance service); provided that PDF may (in its sole discretion) achieve a desired Error Correction (to any Product) by delivering a more recent version than that Licensed to Customer, which has resolved such Error, in which event no additional License in the newer version is granted by PDF (e.g., to any enhancements or Improvements to functionality previously licensed) other than as directly necessary to implement the intended Error Correction.
45. **“M&S Services”** or **“Software Maintenance”** or **“Support Services”** means those Error correction, update, and technical user support services specified in PDF’s standard software maintenance and support terms and conditions at [www.pdf.com/support](http://www.pdf.com/support). In any case, M&S Services does not include any Services to be provided On-Site. M&S Services are included in a TBL; M&S Services are not included with a Perpetual unless itemized in an Order.
46. **“Named User”** means a Licensed User that has been issued a unique User ID to access the Software.
47. **“Object Code”** means computer programming that is compiled or assembled to be machine-executable.
48. **“OEM”** or **“Equipment Maker”** means a Customer whose primary business is the manufacturer and sale of original equipment for use in connection with semiconductor manufacturing, assembly, or test.
49. **“OEM Modification”** means any modification by an OEM to SDK Source Code made in accordance with the Agreement.
50. **“On-Premise Software”** means Software that is digitally delivered (i.e. an executable of compiled code) to Customer and installed either On-Site (e.g., on a server at Customer’s facility) or in a bring- your-own-cloud (“**BYOC**”) hosted by a commercial cloud provider (e.g., AWS, GCP, Azure). On-Premise Software includes products with “Flex” in the title to the extent they are downloaded and used outside of a PDF CloudSite.
51. **“On-Site”** means facilities owned or operated by Customer.
52. **“Order”** means:
  - a. any “Initial Order” attached to an Agreement; and,
  - b. each Quote entered into by PDF and Customer (or its Affiliate or purchasing/paying agent) either by (i) such parties signing/stamping such Quote; or (ii) by *deemed execution* of such Quote upon PDF’s acceptance of Customer’s (or its Affiliate’s or purchasing/paying agent’s) PO that references the Quote by Quote ID number (i.e. XXXXX-0000XXXX).
53. **“Order Date”** means the date an Order is Accepted by PDF or is fully-executed, as applicable.
54. **“OSS”** (or **“Open-Source Software”**) means any software that is delivered by PDF in conjunction with Software (i.e. as a separate download or linked program) that is subject to an open-source license, including, but not limited to, any open-source license listed on the Open Source Initiative website <http://www.opensource.org>. OSS does not include PDF intellectual property.
55. **“Output”** means any result, response, content, data, or other material generated by the AI Features in response to Input, including but not limited to text, images, audio, video, summaries, analyses, recommendations, or other predictive or generative content.
56. **“Pass-Through Minimum Terms”** means the minimum end user license terms OEM must bind End Customers to for embedded Object Code, as set forth in Section E of these GTC.
57. **“PDF”** means PDF Solutions, Inc., a corporation organized under the laws of the State of Delaware (USA) and/or, where applicable by context, its wholly-owned Affiliates.
58. **“PDF Confidential Information”** means, regardless of whether tangible or intangible or marked with any notifications and however shared (i.e. verbally or in writing or otherwise), the CloudSite (but specifically excluding all Customer Data and User Information), Software, Hardware, PDF DB, details about the Services, characterization technology, methodologies, machine learning or other AI models, algorithms, data (including training data, database schema, inputs and outputs), 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), any enhancements, modifications or derivatives thereof, solutions/package details, pricing information, and license terms and conditions, and documentation related to any of the foregoing, and all other non- public, proprietary information of PDF or its suppliers or customers disclosed to, or learned by, Customer in connection with the Agreement or any Order or related to the sales and marketing efforts of PDF during the Term of the Agreement.
59. **“PDF DB”** means any database using PDF’s proprietary schema (including row/column names, size, etc.) and all Improvements thereto.
60. **“PDF Equipment System”** means, when provided by PDF for use by Customer, PDF’s proprietary (i) eProbe® electron beam tool for non-contact test and measurement, (ii) pdFasTest® parallel electrical contact tester, (iii) OMM™ optical image inspection node and/or inference engine, or (iv) other physical components customized by PDF for data collection, data computation, data transformation, or otherwise, in each case ((i)-(iv)) including all related operating system software, related test programs, configurations, and Documentation.
61. **“Performance Data”** means the data relating to use of the Software or how resources of the components of the system are utilized, including, without limitation, system data about memory usage, CPU usage, I/O of the database, error and other logs about system performance.

62. **"Perpetual"** means a License for an unspecified period, typically identified as such in the name of the Product on an Order. Perpetuals are On-Premise Software.
63. **"PO"** (or **"Purchase Order"**) means an authorized commitment to pay issued by Customer (or its purchasing/paying agent) for one or more items on a Quote (e.g., first year fees of a multiple year license), regardless of the nomenclature of such document (e.g., "purchase order", "procurement contract", or "purchase contract").
64. **"Product"** means each separately named Software or Hardware item listed on a Quote. Software Products are Software.
65. **"Product License Grants"** means the specific access and use rights for the products included in an Order that are defined for such products either in such Order or in the version of the document of the same name referenced in such Order and maintained on the same web page as these GTC.
66. **"purchase"** as used herein means the license of software or right to receive services (i.e. PDF does not transfer any ownership of Software); except with respect to licenses to 3<sup>rd</sup> party software or hardware purchased by PDF on behalf of Customer and identified as sell/pass-through on an Order, in which case, it means the transfer of ownership of such licenses/hardware to Customer.
67. **"Quote"** means PDF's validly authorized quote for Products and/or Services addressed to Customer (or its Affiliate or purchasing/paying agent) that sets forth the specific Products and Services to be purchased/licensed by Customer (or its Affiliate), as well as the billing terms, the product/unit license terms, and order specific terms and conditions (if any) applicable to each specific Order.
68. **"Runtime License"** means a per-unit right to install/use embedded Object Code on a single identified Bundled Product, evidenced by a COA or license file.
69. **"Sandbox"** means a duplicate, non-production environment provided by PDF in the CloudSite for Enterprise-level HMS (as such level is indicated on the Order) for the purposes of testing the feasibility and / or functionality of Software and the Exensio data integration environment.
70. **"SDK"** or **"Software Development Kit"** means Software delivered in Source Code (and any associated build files, headers, scripts, docs) licensed solely for OEM development to compile Object Code and/or create OEM Modifications for embedding in Bundled Products sold by OEM.
71. **"Service"** means the professional services identified on a Quote to be provided by PDF to Customer during the Term (including, without limitation, HMS, HSS, and M&S Services), the details of which are as set forth therein, in documents incorporated by reference on such Quote (e.g., the ASC), and/or further described in an SOW.
72. **"Service-Period Expiration Date"** means, for Services other than HMS, the "End Date" specified for each such Service item in the Order Form, or, if none, then the latest to occur of (i) the last "End Date" for TBL or Hosted Software in the Order, (ii) the one-year anniversary of the Order Date, in each case, subject to extension as provided below.
73. **"Software"** means all PDF proprietary software whether specified in (i) an Order or (2) a Temp License File, in each case, delivered by PDF to Customer, and related configurations, data formats, scripts, machine learning and other AI models, embedded databases or datasets, and programs written to PDF's APIs to load data into PDF's software (sometime called filter plans or templates), and including Improvements, Updates, and bug fixes to each such item. Software includes Hosted Software, Eval Software, On-Premise Software, and Temp Software.
74. **"Source Code"** means computer programming that is human-readable.
75. **"SOW"** or **"Statement of Work"** means a description of the Services that PDF is to provide to Customer pursuant to (i) an Amendment that includes fees for such Services and incorporates the Agreement by reference, which can be the SOW by itself if the SOW states as much and is signed by the Parties, or
- (ii) an Order that generally lists such Services (and the fees therefore) and clearly refers to an SOW, which can be attached to such Order as an exhibit/attachment or referred to by such Order and entered into separately by the Parties (but not as a standalone Amendment, e.g., typically in this case the fees are in the Order not in the SOW), which in either case, typically sets forth required inputs from Customer, PDF's tasks/deliverables, and an estimated timeline for delivery; provided, however, that an SOW that is not an Amendment cannot add Services that are not specified (with fees therefor) in an Order.
76. **"Taxes"** mean applicable sales, use, withholding, value-added (VAT) or other tax, governmental duties, penalties or other charges (excluding any tax based solely on PDF's net income).
77. **"TBL"** means a License for a fixed duration of time, typically identified as such in the name of the Product on an Order. Software TBLs are On-Premise Software.
78. **"Temp License File"** means PDF's valid license file for Software or Hardware, that enables short-term access to, and use of, a Product by Customer, usually for evaluation, training, or demonstration purposes only.
79. **"Temp Products"** means one or more Products enabled by PDF by virtue of a Temp License File for access and use by Customer, provided that a Product is a Temp Product only for as long so enabled at no additional charge by PDF. For the avoidance of doubt, if Software is restricted from use in production, it is Eval Software not Temp Software.
66. **"Term"** of a License means:
- for TBLs, the period that begins on the Start Date and ends on the End Date indicated on an Order, unless first access to PDF's digital download site and delivery of the first license key files for such Software is later, in which case it begins on such later date and continues for the stated duration (e.g., 12 months, if a "1-year" TBL);
  - for Hosted Software, the period that begins on the Start Date and ends on the End Date indicated in the Order, unless first credentialed access to the CloudSite (where such Hosted Software is available) is later, in which case it begins on such later date and continues for the stated duration (e.g., 6 months, if the Start Date was 1/1/2023 and the End Date was 6/30/2023); and,
  - for Perpetuals, the period that begins on the Start Date indicated on the Order, unless first access to PDF's digital download site and delivery of the first license key files for such Software is later, in which case it begins on such later date, and in any case that continues indefinitely, subject to the terms and conditions of the Agreement.
80. **"Test Hours"** means the sum of all actual test time of Device Data that is loaded into the PDF DB (rounded whole hours).
81. **"Update"** means any revision, update, release, enhancement, or other modification to the Software that PDF generally makes available to licensees of the Software, including those licensed on a time-based model that receive M&S Services from PDF. Update does not include any optional, separately priced features/modules or software product with substantially new or additional significant features that may be developed by PDF in the future and made generally available to its licensees as a separate product/module (i.e. an upgrade).
82. **"Usage-Based Additional Fee"** or **"UB-AF"** means a fee, for Products or Services identified on an Order as subject to such fee, for usage beyond the quantity expressly purchased/included (e.g., Committed Minimum) in an Order, as such fees are set forth in such Order.
67. **"Usage-Based Pricing Details"** or **"UB-PD"** means the specific measurement and reporting requirements for the Products included in an Order that are priced by usage (e.g., WPU, THU, etc.) and defined for such Products either in such Order or in the version of the document of the same name referenced in such Order and maintained on the same web page as these GTC.
83. **"User Information"** means personally identifiable information entered by and/or collected from Licensed Users while accessing or using the Software or associated with Customer Data uploaded to the Software.

## B. GENERAL CONTRACT PROVISIONS

- Definitions.** Capitalized terms used herein and not defined herein have the meanings given them in the Agreement. In the event of a conflict between the definitions in the Agreement between PDF and Customer and these GTC, the meanings given in the Agreement shall control.
- Quoted Pricing.** The Products and Services and pricing in a Quote are guaranteed only through the Pricing Expiration Date set forth in such Quote. However, at any time before the one-year anniversary of the Quote Issue Date set forth in such Quote, PDF may in its discretion (a) Accept Customer's (or, if applicable, Customer's purchasing/paying agent's) PO issued after such date, and/or (b), such Quote allows for signatures, countersign Customer's signed Quote, in either of which case, the Products and Services and pricing in such Quote are deemed valid through the date of such Acceptance/full- execution.
- Services Performance and Expiration.** If non-HMS Services in an Order depend on Customer's availability or inputs, then the Parties will work together to schedule them to be performed on mutually agreeable dates. All Services must be used on or prior to the Service-Period Expiration Date. The total fees for non-HMS Services in an Order are due regardless of when (or in the case of Services that depend on Customer's availability or inputs, if) the Services are performed/completed, unless in the case of Services that depend on Customer's availability or inputs, such delay is due solely to PDF's inability to accommodate Customer's schedule request that is submitted at least 120 days prior to the Service-Period Expiration Date, in which case, such Services will expire instead on the date that is 120 days after such Service-Period Expiration Date. Customer is not entitled to any refund of fees for Services that have not been used in accordance herewith.
- Purchasing/Paying Agents.** In the event Customer uses a purchasing/paying agent in connection with an Order, such purchasing/paying agent shall not, and shall have no right to, accept delivery of, access, or use the Software or receive

- any Services, even if identified as "Customer" on an Order (in which case Customer is identified as the "End User"). Customer shall be liable for its purchasing/paying agent's compliance with the Agreement.
5. **Hosted Software.** Customer has no right to receive, and PDF shall not deliver to Customer (or allow Customer to download), an executable for any Hosted Software. Related to such Hosted Software, however, PDF may allow Customer to download certain *de minimus* accessory programs/utilities (e.g., for assisting in data transfer to the CloudSite from the Customer's facilities).
  6. **Mapping and Driver Software.** If a Tool or Equipment type or model is specified on an Order, then mapping and driver Software only for such type or model is included with the Software. Additional mapping and driver Software, e.g., for additional tool/equipment types/models that are supported by PDF, may be purchased separately from PDF.
  7. **Hardware Specs; Required Third Party Programs; Software Prerequisites.** Customer acknowledges that On-Premise Software requires servers, other hardware, and operating system software to run and that, while PDF may provide specifications for such requirements, Customer is solely responsible for acquiring, providing, and maintaining such servers, other hardware, and operating system software appropriately to run the Software, including for the intended volume of users and data and given resiliency and redundancy requirements. Further, (a) Software that lists other Software as a "prerequisite" in the Order requires such prerequisite Software to operate or function as intended in the Documentation, which prerequisite is not included unless it is itemized in the Order; (b) On-Premise Software may require an Oracle database to operate or function as intended in the Documentation, which is not included unless it is itemized in the Order (as "Embedded Oracle"); and (c) Exensio products may require Spofire for visualization, which is not included with any product with "Battery" in the name. For any such required program that is not so itemized, Customer acknowledges it is solely responsible for acquiring, providing, and maintaining such program. Prerequisite Software and Embedded Oracle may usually be licensed from PDF for an additional fee.
  8. **Data Compatibility.** Customer acknowledges that Customer Data that does not conform to the standards in the Documentation may not be compatible for use with the Software without substantial engineering and data integration work, which must be separately purchased from PDF unless itemized in an Order and in sufficient quantities to complete such work. PDF does not guarantee the success of any Services and where a number of days (or a not-to-exceed (NTE) number of person-days (i.e. 8-hours)) is specified, PDF's obligation ends at the completion of such time/effort.
  9. **SDK License.** If an Order designates a Product as an SDK (Source Code) and Customer is an OEM, the additional terms in this Section apply. In all other cases, Customer has no right to, and shall not receive, Source Code. All other Agreement terms also apply to Source Code, except as inconsistent with the express provision of this Section. OEM may (i) compile the SDK to Object Code; (ii) create OEM Modifications solely to enable interoperability with OEM's equipment; and (iii) embed the resulting Object Code solely within Bundled Products. SDK Source Code is PDF Confidential Information and trade secret. In addition to all other obligations in the Agreement regarding PDF's Confidential Information, OEM will: (1) restrict access to personnel and contractors with a "need-to-know" under written obligations no less protective than this Agreement; (2) maintain secure repositories and access controls; (3) keep complete, accurate records of copies and OEM Modifications; (4) not disclose Source Code to any competitor of PDF; and (5) not place SDK Source Code or OEM Modifications under any license (including open-source terms) that requires disclosure, licensing, or dedication of the SDK or any PDF IP (e.g., no "copyleft" or similar contamination). Notwithstanding any specific limitation of the following, OEM may provide limited access to SDK Source Code to third-party contractors solely to assist OEM's authorized development, provided each contractor (A) executes a written agreement with OEM that (i) protects the SDK at least to the standard set forth in this Agreement, (ii) prohibits further disclosure, and (iii) assigns to OEM all rights in any OEM Modifications; (B) is not a competitor of PDF; and (C) is disclosed to PDF upon reasonable request. OEM remains responsible for contractor compliance.
  10. **Embedded Distribution Terms.** If an Order designates a Product as an SDK and OEM embeds such Software in its equipment to be sold to End Customers, the additional terms in this Section apply. All other Agreement terms continue to apply. Embedded Object Code may not be distributed standalone or for use separate from a Bundled Product. Each shipped Bundled Product requires a distinct Runtime License, issued via PDF or an authorized License Generator, and mapped to a unique identifier (e.g., serial/MAC/firmware ID). OEM must bind each End Customer, as a condition of sale, to end user license terms no less protective of PDF than the Pass-Through Minimum Terms, including (i) no reverse engineering, (ii) no transfer separate from the Bundled Product, (iii) disclaimers and limits consistent with the Agreement, and (iv) acknowledgment that PDF provides no maintenance, support, or Updates to End Customers absent a direct agreement with PDF. Updates to the SDK will be provided (if and as available) only to OEM if OEM is under then-current M&S Services. OEM is responsible for first-line support of Bundled Products and for distributing any Updates provided by PDF to OEM; End Customers receive no Updates or support from PDF unless the End Customer signs a direct Agreement with, and pays related M&S Fees to, PDF.
  11. **Hardware.** 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. PDF is and will remain the exclusive owner of Licensed Hardware deployed at Customer's facility and such Hardware is and will remain PDF's personal property, temporarily located at Customer's facility for the Term of the License set forth in the Order that includes such Hardware and will not be or become a fixture or real estate. In the event PDF chooses to file a fixture filing or other public notice of ownership, Customer will reasonably cooperate with PDF on the matter. Customer shall not take any action and shall notify PDF in writing promptly of any third-party action (including but not limited to tax matters), inconsistent with PDF's title to or ownership of any such Hardware. Customer shall provide reasonable assistance and cooperation in PDF's defense of its title and ownership. Customer shall keep Licensed Hardware within its facility and security control at such site. Customer shall care for the Hardware using at least the same degree of care as it uses in caring for its own similar computer equipment, and in compliance with PDF's reasonable instructions, specifications, and documentation, but in no event less than reasonable care. In the event of actual or possible damage to, loss of, or other issue with the Hardware, Customer shall immediately take commercially reasonable steps to preserve such system, minimize damage in connection therewith, and inform PDF of such events, and then comply with instructions of PDF. Except as set forth in the preceding sentence, Customer shall not move or make alterations to the Hardware without PDF's prior written consent (email sufficient) or PDF's direct and informed participation. Customer is responsible for physical damage to, or loss or destruction of, the Hardware caused by its negligence or willful misconduct, excluding, in any case, reasonable wear and tear. Customer shall not (a) transfer or purport to sell, lease, or sub-lease any Licensed Hardware to a third party; or (b) use or handle such Hardware in violation of applicable laws and regulations or contrary to the remainder of the Agreement. In the case of Licensed Hardware, upon PDF's written request for return of any such Hardware in accordance with the provisions of the Agreement, PDF shall cooperate with Customer to confirm the permanent removal of all Customer confidential information from such Hardware and Customer will timely enable and reasonably cooperate in PDF's removal and return to PDF of such Hardware; provided that Customer shall only return dongle and GPIB interface card Hardware to PDF if PDF so requests it in writing within sixty (60) days of the end of the Term of the License; otherwise, Customer shall destroy such Hardware thereafter. If an Order includes hardware items identified as "sold" or "passed-through," ownership of such hardware passes to Customer upon payment therefore. In the case of such a sale/pass-through, PDF passes through all manufacturer warranties and purchased support for such hardware and has no liability, and makes no warranty, for such hardware or support therefor.
  12. **OSS; Third-Party Programs.** Customer acknowledges and agrees that certain third-party programs provided with the Software may be OSS. The Agreement does not replace or otherwise amend any of Customer's rights or obligations pursuant to any open-source license with respect to any use, distribution, or sublicensing of any OSS. With respect to Licensed TPP, the additional terms and conditions set forth in Section C of these GTC apply as set forth therein. As used in Section C, "PDF" means PDF or PDF's authorized reseller, distributor, or other channel partner with the right to sub-license PDF Software directly to end users.
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  15. **Purchase Orders.** All POs are subject to PDF's Acceptance. Customer shall (directly or through its paying agent, if applicable) issue and deliver to PDF one or more PO(s) according to the invoicing schedule set forth in each Order. Failure to issue one or more such POs does not invalidate Customer's obligation to pay the total price in the Order. In addition, Customer shall issue and deliver to PDF PO(s) in sufficient amounts to cover all actual travel and stay expenses due to PDF under the Agreement and any Usage-Based Additional Fees provided for in, and due under, the Agreement. Notwithstanding anything to the contrary, Customer's

issuance of a PO for any Product or Service set forth on a Quote evidences Customer's agreement to purchase all Products and Services set forth on such Quote and is, as such, deemed by the Parties to be equal to the Parties signing/stamping the Quote itself. POs, even if Accepted by PDF, are not permitted to modify or vary the terms of the Agreement. Notwithstanding anything to the contrary in any PO and PDF's Acceptance of such PO, (a) no additional or different terms and conditions included on any PO shall be accepted by, or binding on, the Parties without a valid Amendment of the Agreement, and (b) all such terms are hereby rejected by the Parties. In the case of a PO as described in the definition of PO in Section 43.c. above, it is agreed that such PO is subject to and governed by the applicable fully executed Agreement to the exclusion of any terms that are inconsistent with the terms of such Agreement.

16. **Invoicing.** PDF will submit invoices for the Software, Hardware, and Services fees set forth on each Order with the timing or frequency set forth thereon or, if an invoicing schedule is not included on the Order, upon initial delivery of licenses and OEM Reports of Runtime Licenses for Software, delivery of Hardware, and the start of each type of Services. OEMs distributing Runtime Licenses shall, within ten (10) days after the end of each calendar month (each, a "Report Period"), deliver a shipment report (format reasonably specified by PDF) listing each unit shipped, unique identifier, model, ship-to country, ship date, and corresponding Runtime License/COA number. All invoices are due and payable as set forth in the Agreement or Order or, if not included in either place, Net 30 from invoice date. Customer shall make all payments under the Agreement by wire transfer to PDF's bank account in United States Dollars. Late OEM reports of Runtime Licenses and amounts not paid in accordance herewith shall be subject to a late charge equal to 1.5% per month (or the maximum allowed by applicable law, whichever is less). Without prejudice to other remedies available, PDF reserves the right to suspend Licenses to Software and performance and delivery of Services (including, without limitation, M&S Services) until any payment delinquency is paid in full, which shall not extend the Term or relieve any other amounts otherwise due hereunder. If Customer is required to pay any Taxes, Customer shall pay such Taxes with no reduction or offset in the invoiced amount actually remitted to PDF under the Agreement. If the event applicable law requires PDF to initially pay any Taxes related to the Agreement, PDF will add such Taxes to its invoice. In the event applicable law imposes a VAT and requires or allows Customer to self-assess such VAT, Customer will bear the obligation to account for VAT and will self-assess VAT under the reverse-charge mechanism on all sums due to PDF. Consistent with the above allocation of obligations as applicable under the Agreement, the Parties will exercise commercially reasonable cooperation in (i) effecting the intent of this paragraph, (ii) communicating with tax authorities as appropriate, and (iii) obtaining for, or providing to, the applicable Party government certificates, receipts, or other documents as appropriate. PDF's obligation to provide Services and access to, use of, or license files for, as applicable, for Software for any part of the Term for which PDF has not received payment in accordance with the invoicing schedule and/or payment terms is excused (without liability and without change to Customer's payment obligations).
17. **Lapsed M&S Services.** In the event that Customer chooses not to renew M&S Services upon expiration of the then-current M&S Services period and thereafter desires to reinstate M&S Services, such reinstatement will require payment of all previously unpaid M&S Services fees through and including the reinstatement period, and payment of an additional reinstatement fee equal to 33% of such previously unpaid M&S Services fees. Reinstatement shall entitle Customer to delivery of all Updates and other M&S Services through the date of such reinstatement. Customer shall have no right to receive, and PDF shall have no obligation to provide Customer, any M&S Services during any period for which Customer is not current on M&S Services fees. Notwithstanding anything to the contrary or the general provision of such services to other licensees, PDF shall have the right hereunder, without any liability or penalty, to refuse to renew any lapsed M&S Services.
18. **Remedies.** Customer recognizes and agrees that in the event of a breach or threatened breach by Customer of the Agreement, PDF may suffer irreparable harm for which monetary damages alone would not adequately compensate PDF and, therefore, agrees that, in addition to all other remedies available to PDF at law, in equity, by agreement or otherwise, PDF is entitled to immediate injunctive or other equitable relief for the enforcement of any such obligation without the necessity of posting any bond or other security. Nothing in this provision is intended or shall be interpreted to replace, waive, lessen, or otherwise alter any obligations of the Parties set forth elsewhere in the Agreement.
19. **Export Regulation.** 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 related laws and regulations. Notwithstanding anything to the contrary, availability 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, including, where applicable, AUL, PDF will be excused from such obligation without liability, penalty, or compensation. If changes in applicable law result in Customer being prohibited from paying PDF for Device Data loaded into the PDF DB (e.g., in the case of excess THU/WPU consumed above the paid Committed Minimum in an Order priced on THU or WPU), then Customer shall have no contractual right to load any such unpaid Device Data into the PDF DB after such change in law. Customer confirms it will comply with all applicable export control or related laws and regulations, and without limiting the foregoing, (i) will not export, reexport, transfer, or divert such PDF items to a country, entity, or individual without a required license or other government authorization; and (ii) will not export, reexport, transfer, divert, or allow any third party to use such PDF items in any activities related to the development, production, storing or testing of nuclear, chemical or biological weapons or missiles. 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. Further, OEM shall comply with all export and sanctions laws applicable to Source Code and embedded Object Code, including destination controls and end-use/end-user restrictions applicable to the Bundled Product.
20. **Storage.** Storage related to Hosted Software is usually included with HMS and the specific parameters of such storage are set forth in the Order. If "Storage" is separately itemized on an Order (which may occur related to older PDF Products), then during applicable Term for such Storage, PDF will provide regular storage utilization notifications by email to Customer's designated admin user when storage usage exceeds 90% of the purchased Storage. In the event Customer's actual storage exceeds 100% of purchased Storage, PDF shall invoice and Customer shall pay for any additional storage at the same per GB rate under which Customer originally purchased the Storage, in 50 GB increments, due immediately and payable within 30 days of the date of issuance of any such invoice. PDF reserves the right to block any further data loading if Customer does not make timely payment of such invoice. Customer may also purchase via Order any other services provided by PDF related to the Hosted Software (e.g., installation and training) at additional fees set forth on a future PDF quotation upon Customer's request. PDF shall back up all Customer Data on the purchased Storage at the times designated on PDF's Support terms available at [www.pdf.com/support](http://www.pdf.com/support), and Customer acknowledges and agrees that the Hosted Software will be unavailable during this and other scheduled downtime, as well as during unscheduled downtime, i.e. windows of unavailability, that may also occur.
21. **Customer Feedback.** Customer may, but is not obligated to, provide feedback, suggestions, or improvements regarding the Software. PDF shall own all rights in such feedback and may use it without restriction or obligation, including for product development, enhancement, or commercialization.
22. **Logs; Verification Rights.** In addition to any OEM reports required pursuant to SDK; Embedded Distribution Terms above, upon PDF's request, Customer shall provide PDF with quarterly automated logs of On-Premise Software (including DLG, where authorized for use by an OEM) usage to the extent any such data or reports are available through the Software. In the event of Hosted Software or the WLG, where applicable, Customer agrees that PDF may access such Software or the WLG to gather such information itself. Upon reasonable notice to Customer and no more than once per year (except as provided above in SDK; Embedded Distribution Terms with respect to Runtime Licenses or upon specific cause), PDF and its representatives, at PDF's expense, shall have a right to review Customer's use of the Software to verify Customer's compliance with the terms and conditions of the Agreement, and Customer will provide PDF and its representatives with access to such facilities, equipment, data, documentation, logs, records, reports and other information and materials (whether tangible or intangible) as PDF or its representatives may reasonably request as necessary for such review. Both Parties shall maintain such records during the term of the Agreement and for three (3) years after termination or expiration, including with respect to the number of unique Named Users, storage allocated, shipments of embedded Object Code within Bundled Products, Runtime Licenses generated using the WLG (and DLG where authorized), and any other information reasonably required to calculate and track the fees (including Usage-Based Additional Fees) and Services to be provided hereunder. Upon reasonable notice to Customer, PDF may access the applicable records and accounts of Customer during Customer's normal business hours and in such a manner as to avoid unreasonable interference with Customer's business operations. PDF shall bear costs and expenses associated with the exercise of this verification right except that in the event of an underpayment of more than ten percent (10%) of the amount due for the period reviewed, Customer shall pay all costs associated with such verification process. In the event that PDF determines that Customer has underpaid any payment due under the Agreement, PDF shall notify Customer in writing of the alleged discrepancy. If there has been a shortfall, such shortfall plus a late charge equal to one and one-half percent (1.5%) per month, or the highest rate permitted by law, applied from the date of such usage or distribution, as applicable, until full payment is made, shall be due within thirty (30) days of identification of such shortfall by PDF to Customer.
23. **Independent Contractors.** PDF and Customer shall perform their obligations under the Agreement as independent contractors, and nothing contained in the Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the Parties. Neither Party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other Party and shall have no power or authority to bind the other Party to assume or create any obligation or responsibility express or implied on the other Party's behalf or in its name, nor shall such Party represent to any one that it has such power or authority.
24. **Non-Solicit.** During the term of the Agreement and, in the event of termination, for one year following such termination, Customer agrees not to solicit, canvass,

- induce, or encourage directly or indirectly any employee or contractor of PDF to leave the employment of PDF or, in the case of a contractor, to contract directly with Customer to provide similar services with respect to the Software. Notwithstanding the foregoing, nothing shall prohibit (or be interpreted to prohibit) Customer's hiring of any candidate that applies for a publicly listed position without such inducement or encouragement.
25. **Discontinued Use.** Upon expiration of any term-based License or any termination of the Agreement, Customer shall: (i) immediately discontinue use of the affected Software (including SDK Source Code), Hardware, and Documentation; (ii) promptly return to PDF, at Customer's expense, all tangible copies of the affected Software, Hardware, and Documentation; (iii) promptly remove, permanently delete and otherwise destroy all electronic copies of the affected Software, Hardware, and Documentation; (iv), if an OEM, cease shipment of Bundled Products that include the embedded Object Code thereafter (except as otherwise provided for finished-goods inventory in the Agreement); and, (v), if requested in writing by PDF, execute and deliver to PDF within five (5) business days of such request written certification of its compliance with the foregoing. For clarity, Bundled Products shipped prior to such termination remain licensed to End Customers in accordance with the Pass-Through Minimum Terms.
26. **Effect of Termination.** Absent the other Party's material breach, no Party has the right to terminate or cancel an Order once committed. In the event of no current Order subject to the terms and conditions of an Agreement, either Party may terminate the Agreement. Termination of such Agreement by either Party shall not act as a waiver of any breach of the Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under the Agreement. Neither Party shall be liable to the other Party for damages of any kind solely as a result of terminating the Agreement, and termination of the Agreement by a Party shall be without prejudice to any other right or remedy of such Party under the Agreement or applicable law. In any event, liabilities that have accrued prior to termination survive.
27. **Entire Agreement.** The Agreement contains the entire agreement between the Parties with respect to the subject matter covered therein and supersedes any and all prior and contemporaneous communications, representations, agreements and/or undertakings, either verbal or written, between the Parties in respect of the said subject matter. For the avoidance of doubt, statements in emails are not binding PDF unless stated in an Order.
28. **Severability and Limitations of Actions.** In the event that any provision of the Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Agreement and its application to other persons shall not be affected thereby, and the remaining provisions of the Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law and the Parties agree in such event to substitute forthwith the invalid, unlawful or unenforceable provision by such effective provision as will most closely correspond with the legal and economic contents of the provision(s) so voided.
29. **Notices.** All formal notices and other communications required or permitted under the Agreement shall be in writing and shall be mailed by certified or registered mail, postage prepaid, delivered either by hand or by messenger, or transmitted by e-mail to the address on the signature page of the Agreement, or at such other address as either Party shall have furnished to the other in writing (including on an Order). All such notices and other written communications shall be effective (i) if mailed, seven (7) days after mailing, (ii) if delivered, upon delivery, or (iii) if e-mailed, on the day transmitted if by 5:00 pm in California (USA) on a Business Day or otherwise on the next Business Day, provided that the notifying Party has verification of receipt.
30. **Waiver.** The waiver by any Party of a breach or default by the other Party of any provision of the Agreement shall not be construed as a waiver by such Party of any succeeding breach or default by the other Party in the same or other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.
31. **Assignment.** Customer shall not assign, delegate, or otherwise transfer (whether voluntarily, by operation of law or otherwise) the Agreement, or any of its rights or obligations under the Agreement, without the prior written consent of PDF. A Change of Control shall be deemed an assignment by operation of law for the purposes of this provision. Any attempted or purported assignment, delegation, or other transfer not in conformance with this provision shall be void and have no effect. Subject to the foregoing, the Agreement shall be binding on the Parties' successors and assigns.
32. **Force Majeure.** Except with respect to the Parties' payment obligations, neither Party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by a Force Majeure.
33. **Attorneys' Fees.** If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to the Agreement or the breach thereof, the prevailing Party in any final judgment or arbitration award, or the non-dismissed Party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees, and actual attorneys' fees paid or incurred in good faith.
34. **Language.** Any action brought under the Agreement shall be conducted in the English language.
35. **Electronic Signatures.** The Agreement, Amendments thereto, and Order thereunder may be executed electronically, which is deemed an original.
- C. TERMS APPLICABLE TO ARTIFICIAL INTELLIGENCE ("AI") FUNCTIONALITIES**
1. The Software or Service may include AI Features, which may rely on one or more AI Models. Customer's use of AI Features will be subject to the additional terms and conditions of this section. PDF may modify, suspend or remove any AI Features or any underlying AI Models from the Software or Service at any time, with or without notice.
2. Customer represents and warrants that all Inputs will: (a) not infringe, misappropriate, or violate any intellectual property, privacy, or other rights of any third party; (b) not contain any malicious code, harmful instructions, or content intended to disrupt, damage, or interfere with the operation of the Software, Service, or any AI Model; (c) comply with all applicable laws, regulations, and contractual obligations; and (d) not cause the AI Features or underlying AI Models to behave in a manner that is discriminatory, unlawful, or otherwise harmful. Customer further represents and warrants that it has all necessary rights, consents, and authority to provide the Input for use with the AI Features.
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4. Customer acknowledges and agrees that the Software or Service may generate Outputs that may be inaccurate, incomplete, inconsistent or otherwise unsuitable for specific purposes. Customer acknowledges that such Outputs may require human review and validation before reliance or implementation and assumes full responsibility for verifying the accuracy and appropriateness of any Outputs generated by the Software or Service. Customer may not modify, use or distribute the Output in a manner that it knows, or should know, is likely to infringe or misappropriate any proprietary rights of a third party.
5. Customer shall not, and shall have no right to use Software (including but not limited to any AI Features and AI Models), Hardware or other PDF Confidential Information to (a) discover, access or extract any underlying components (including but not limited to model weights, architecture, training data or source code) of the models, algorithms, and systems included in, used to deliver, or otherwise provided under the Agreement, whether by reverse engineering, data extraction, model probing, exfiltration techniques or any other method (b) attempt to access, interfere with, or use any systems, data, or functionality beyond what is expressly permitted under the Documentation or the Agreement, including any unauthorized access to hosted environments, services or components provided in connection with the Agreement, or (c) develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Software, including any product, service or technology that replicates or incorporates any material functionality of the Software, in whole or in part.
6. The Software and Services may interoperate with, or Customer may use in conjunction with, third-party foundational or other artificial intelligence models that are not developed, owned or controlled by PDF ("Third-Party Models"). PDF disclaims all responsibility and liability arising from any use of or output generated by such Third-Party Models. Customer is solely responsible for ensuring that its use of any Third-Party Models complies with all applicable laws, regulations and license terms.
7. Customer shall defend each of PDF, its affiliates, and its and their respective employees, officers, directors, third-party providers, and other agents (each, a "Indemnified Party") against any third-party claim, demand, allegation, suit, or proceeding made or brought against any Indemnified Party to the extent it arises out of or relates to Customer's use of any AI Features or AI Models, Customer's Input and Output (each, an "AI-Related Claim Against PDF"), and shall indemnify and hold harmless such Indemnified Party or Parties against any loss, damage, or cost (including reasonable attorneys' fees and court costs) finally awarded against such Indemnified Party or Parties as a result of, or for any amounts paid by such Indemnified Party or Parties under a settlement of, any AI-Related Claim Against PDF. Notwithstanding anything to the contrary elsewhere in the Agreement, the limitations of liability in the Agreement shall not apply to the foregoing Customer obligations to defend and indemnify the Indemnified Party or Parties.
- D. THIRD-PARTY PROGRAMS**
- **Applicable to Licensed TPP:**
1. Customer shall only use Licensed TPP for Customer's internal business operation, and only in conjunction with the Software. Customer shall not use the Licensed TPP as essential equipment in the operation of any nuclear facility,

- aircraft navigation or communication systems or air traffic control machines, or any other use in which failure of software could lead to death, personal injury or severe physical or environmental damage.
2. Customer shall only allow access to, or use by, the Licensed TPP to that number of named or concurrent users or processors set forth with respect to the Licensed TPP, as applicable, for which Customer has made the applicable payments.
  3. To the extent applicable, the Licensed TPP shall not be accessed by a person who is not an employee of Customer (or its Affiliate) or an Authorized Contractor.
  4. Customer shall only make that number of copies of the Licensed TPP that is sufficient for the licensed use and one copy of each program media for archival purposes, unless Customer receives directly from such Third-Party Program's owner prior approval for additional copies. All such copies of any part of the Licensed TPP made by the Customer under these GTC shall include the proprietary rights notice appropriate to maintain such third-party owner's right in such copy. This obligation applies to copies, including without limitation to partial, merged, modified, archival, and back-up copies.
  5. Customer is prohibited directly or indirectly from (a) assigning, giving, or transferring the Licensed TPP and/or any services ordered or an interest in them to another individual or entity, including, without limitation, any affiliate or subsidiary of Customer (in the event Customer grants a security interest in the Licensed TPP and/or any services, the secured party has no right to use or transfer the Licensed TPP and/or any services); (b) using the Licensed TPP for rental, timesharing, providing subscription services, hosting or outsourcing; (c) removing, modifying or combining any Licensed TPP's markings or any notice of the third party owner's (or its licensor's) proprietary rights; (d) making the Licensed TPP available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted by the Licensed TPP's owner); and (e) passing title of the Licensed TPP to any other individual or entity.
  6. Customer shall not reverse engineer (unless required by law for interoperability), disassemble, or decompile the Licensed TPP. The foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Licensed TPP.
  7. Customer shall not to remove any proprietary, copyright, trade secret or warning legend from any Licensed TPP, related documentation, or copies thereof.
  8. Customer shall, upon any termination or expiration of the Agreement, discontinue all use and (i) destroy and certify such destruction; or (ii) return to PDF all copies of Licensed TPP and related documentation.
  9. Customer shall not publish any results of benchmark tests run on the Licensed TPP.
  10. Each Licensed TPP owner (or its licensor) retain all ownership and intellectual property rights to its programs and related documentation provided by such third party (including through PDF). All modifications, enhancement or changes to products and related materials are and shall remain the property of such Licensed TPP's owner (or its licensor) without regard to the origin of such modifications, enhancements, or changes. Customer will not challenge ownership or rights in and to the Licensed TPP and related materials, including without limitations all copyrights and other proprietary rights.
  11. Third-party technology that may be appropriate or necessary for use with the Licensed TPP is specified in the documentation or is otherwise notified by PDF. Such third-party technology is licensed, if at all, to Customer under the terms of a separate agreement and not under the terms of the Agreement.
  12. Customer agrees that PDF shall have the right to (a) audit Customer's use of the Licensed TPP and report the audit results to such Licensed TPP's owner as applicable, or (b) to assign such audit right to the Licensed TPP's owner (or its licensor) (in the event of any such assignment, neither PDF nor Licensed TPP's owner (or its licensor) shall be responsible for any of Customer's costs incurred in cooperating with such audit). Customer agrees to provide reasonable assistance and access to information in the course of such audit.
  13. Customer acknowledges and agrees that Licensed TPP's owner (and its licensor, if applicable) is not required to perform any obligation or incur any liability under the Agreement.
  14. Customer acknowledges that it has not relied on the future availability of any Licensed TPP or services in entering into its payment obligations under the Agreement.
  15. Customer acknowledges and agrees that the Uniform Computer Information Transactions Act is excluded from application to the Agreement.
  16. Each Licensed TPP's owner (and licensors thereof, if applicable) disclaims (to the fullest extent permitted by applicable law) such owner's liability to Customer for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, or (b) any loss of profits, revenue, data or data use, arising from the use of the Licensed TPP.
  17. Each Licensed TPP's owner (and licensors thereof, if applicable) specifically makes no representation or warranties regarding such Licensed TPP.
  18. Customer agrees that each Licensed TPP and related documentation is such Licensed TPP's owner's Confidential Information and shall not be used or disclosed to any other party other than as allowed under the Agreement.
  19. Customer agrees to promptly notify PDF and the Licensed TPP's owner, if it believes or has been made aware that there has been an infringement or attempted infringement of any of PDF's or such owner's proprietary marks and fully cooperate with PDF and such owner against such claim.
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