

**Umbrella Framework for Orders**

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- (i) download included On-Premise Software and install and use such Software and included Hardware (e.g., limited to a specific host ID, if so configured, or the Designated Site(s), if specified in the Order);
- (ii) access and use 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 only in connection with Customer’s semiconductors;
- (iii) retain an additional copy of 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.

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5. **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, and any other related services described in any SOW Exhibit attached to the Order;
- (iii) hosted management services (also called HMS) 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 to the 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 Hardware support services (“HSS”), 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 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 HSS 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 Services, Customer will reasonably cooperate, 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 an SOW Exhibit for such Services attached to the 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 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 Temp Software, Software with a Perpetual License, or purchased Hardware or such Hardware’s operating Software with a perpetual Term for which Customer is not current on the applicable M&S Services or HSS fees, or to provide any improvements, enhancements, modifications, updates, replacement parts (as applicable), or releases to or for such products.

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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 (including under M&S fees) for PDF to conduct such test in Customer's environment.

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**10. Duration; Term.** This UFO enters into force on the Effective Date of the earliest Order incorporating it and continues until all the Term of all Orders incorporating it have terminated/expired. If Customer undergoes a Change of Control, PDF has the right to terminate then-valid Orders 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 all then-valid Orders to the surviving corporation. If Customer commits a breach of Sections 6 or 7, which is not cured within five (5) days of written notice by PDF, the impacted Order terminates effective upon the sixth (6<sup>th</sup>) day following the date of notice by PDF. For other breaches, each Party has thirty (30) days to cure upon written notice by the other Party, failing which the other Party may terminate the impacted Order. Upon any termination of an Order (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 but Customer's liability and obligation to pay all outstanding fees under all such Orders shall survive such termination and be immediately due, or (ii) by either Party for any other reason permitted herein, the rights and obligations of the Parties shall terminate except as provided below with respect to

all then-valid Licenses under Orders, which Licenses shall continue through the Term of the License thereon, and, if such termination is for any other reason except PDF's material breach, then Licensee's liability and obligation to pay all outstanding fees under all Orders shall survive such termination and be due in accordance with the applicable Orders. In each case, Sections 6 - 10 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. 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.

#### 11. 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 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, 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, (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 non-U.S. military items, that it is not a non-U.S. military end-user, and that such PDF items are not intended for a non-U.S. military end-use or non-U.S. military end-user.
- (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 ("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.

12. **Misc.** Capitalized words not defined in this UFO have the meanings given them in the Definitions and Boilerplate Provisions document on the General Terms and Conditions page on the Trust Center section of PDF's website (maintained at <http://www.pdf.com/definitions>, "GTC"). The additional terms and conditions at such GTC (v2025.11 unless a later version is referenced on an Order) are incorporated herein by this reference and made applicable to Orders hereunder. This Agreement will be:

- (i) in the case that Customer is registered or the "ship to" address on the Order in dispute is 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 International Centre for Dispute Resolution of the American Arbitration Association in accordance with the arbitration rules of such association 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 within thirty (30) days. The arbitrator shall have a nationality other than that of the Parties. The seat of the arbitration shall be San Jose, California (USA). 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, provided, however, that the Parties may form Orders governed by these terms and conditions that include terms that may be different, inconsistent, or in addition to these terms and conditions as expressly set forth in such Order as provided in the GTC (including, without limitation, via deemed execution of a Quote by Customer's issuance and PDF's acceptance of a PO that references such Quote). 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.