

## Purchase Order Terms and Conditions

### 1. Scope; Acceptance

These Purchase Order Terms and Conditions ("Terms") govern all purchase orders (each, a "PO") issued by PDF Solutions, Inc. or its affiliate (in each case, "PDF") to the supplier identified on the PO ("Contractor") where no other written agreement signed by both Parties applies.

Acceptance of a PO or commencement of performance constitutes Contractor's acceptance of these Terms.

Contractor shall provide the services ("Services") and any goods/deliverables ("Deliverables") specified in the applicable PO in a professional and workmanlike manner and in accordance with industry standards. If a specific individual is identified in the PO, such individual shall perform the Services.

### 2. Purchase Orders; Precedence

Each PO will define the specific scope, pricing, and schedule. Statements of Work may be used for convenience but are non-binding unless expressly incorporated into a PO. In the event of conflict: (a) the PO prevails; (b) these Terms apply second; (c) any referenced SOW applies last.

### 3. Pricing; Payment; Acceptance

Payment is conditioned upon PDF's acceptance of Services and/or Deliverables in accordance with any acceptance criteria in the PO. Unless otherwise stated, prices are inclusive of all costs. PDF's total liability shall not exceed amounts payable under applicable POs.

### 4. Confidentiality

Each Party ("Recipient") shall protect the other Party's ("Discloser") Confidential Information and use it solely to perform under the PO. Recipient shall use at least reasonable care, restrict disclosure to personnel with a need to know, and promptly notify Discloser of any unauthorized use or disclosure. Upon request, Recipient shall return or destroy Confidential Information.

Confidential Information includes information marked confidential or reasonably understood to be confidential and, in any case, PDF's software is deemed to be its Confidential Information. Standard exclusions apply (public domain, independently developed, rightfully received, etc.). Disclosures required by law are permitted with notice where feasible. DTSA whistleblower protections apply.

### 5. Intellectual Property

All Deliverables and works developed in connection with the Services ("Works for Hire") are owned exclusively by PDF. Contractor assigns all rights in such Works for Hire to PDF and shall execute documents necessary to perfect such rights. None of Contractor's background IP transfers to PDF by virtue of this provision, however, Contractor grants PDF a perpetual, royalty-free license to such Contractor background IP as necessary for PDF to use the Deliverables.

### 6. Independent Contractor

Contractor is an independent contractor and controls the manner and means of performance. Contractor is responsible for all taxes and personnel.

### 7. Warranties

Except as expressly stated herein, Confidential Information is provided "AS IS". Contractor warrants that:

- Services will conform to specifications and industry standards;
- Deliverables will function as intended and be free of material defects;
- it has the right to provide the Services and Deliverables;
- performance complies with applicable laws, including anti-corruption laws and PDF policies.

### 8. Compliance; Ethics

Contractor shall comply with applicable anti-corruption laws, export control laws, and PDF's Supplier Code of Conduct. (available at <http://www.pdf.com/code-of-conduct><https://www.pdf.com/company/trust-center/working-with-pdf-solutions/supplier-code-of-conduct/>) and any other compliance policies that have been furnished by PDF to Contractor from time to time. Contractor shall ensure that any third party involved in the fulfillment of its obligations under this CSA shall adhere to the obligations set forth in this section as if such third party was bound directly by it. Contractor represents that it is not a Government Official and will not make improper payments.

### 9. Term; Termination

These Terms apply to each PO for the duration of performance. PDF may terminate a PO for breach. Upon termination, PDF has no obligation for unaccepted work. Confidentiality and IP provisions survive.

### 10. Limitation of Liability

PDF's total liability is limited to amounts payable under applicable POs.

### 11. Indemnification

Contractor shall indemnify PDF from losses arising from breach, noncompliance with law, or violation of these Terms.

### 12. Audit; Records

Contractor shall maintain accurate records and provide access to confirm compliance upon reasonable request.

### 13. Governing Law; Dispute Resolution

California law governs. Disputes shall be escalated in good faith, then resolved by AAA arbitration in Santa Clara County, California. Either Party may seek injunctive relief.

### 14. General

These Terms and the PO constitute the entire agreement. No assignment without consent. If any provision is invalid, the remainder remains in effect.