

Umbrella Framework for Orders

This Umbrella Framework for Orders ("UFO") applies to Orders that incorporate it by express reference. This UFO is posted on PDF's public website; PDF may update this UFO from time to time but the version incorporated into an Order by reference governs that Order. Capitalized terms used in this UFO are defined in Appendix A, which follows after Section 13 in this same document, or in the Supplement, which is a separate document also posted on PDF's public website at the following link: <https://www.pdf.com/definitions>.

This UFO contains general terms and conditions that govern the license of Software, lease or sale of Hardware, and provision of Services — including Software-as-a-Service ("SaaS"), on-premise deployments, equipment leases, installation, integration, training, and any combination of the foregoing. The Supplement adds additional terms and conditions for the specific Products and/or Services that are listed in the Order, as incorporated by express reference in the Order. In the event of a conflict between (i) the Order and this UFO or the Supplement, the Order controls as to the specific subject matter it addresses, or (ii) this UFO and the Supplement, the Supplement controls as to the specific subject matter it addresses.

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1. ORDERS; PRICING; AGENTS/AFFILIATES

1.1. Forming Orders

Orders are entered into by the Parties for the purchase of the specific Products and/or Services, for the Term, and for the fees listed in the Order. Orders are binding once entered into by the Parties and may not be cancelled, except as expressly set forth therein (e.g., an opt-out right). The Order includes the specific Products and Services listed in it and any related usage-based Products or Services if/as used by Customer during the Term of the Order.

1.2. Purchase Orders

If Customer requires a PO to facilitate payment to PDF, then Customer will issue one or more POs on a schedule to enable PDF to invoice as set forth in the Order. POs, even if accepted or signed, cannot modify or add terms to the Agreement; any additional or different PO terms are rejected.

1.3. Prices

Prices in an order form issued by PDF are valid only through the stated "Pricing Expiration Date" in such document. This means that if an order form is signed by PDF and then countersigned by Customer after the Pricing Expiration Date, no order is formed (and the order form is void and of no effect) unless PDF thereafter expressly confirms acceptance in writing after the date of Customer's countersignature.

1.4. Purchasing/Paying Agents

If Customer uses a purchasing or paying agent, that agent has no right to receive, access, or use Software or Services, even if identified as "Customer" on an Order (in which case Customer is identified as the "End User"). Customer remains responsible for payment of the Order (e.g., the agent fails to pay) and for its agent's compliance with the Agreement (including, without limitation, this restriction about access to the Software); any act or omission by such a person that would breach the Agreement if done by Customer is deemed a breach by Customer.

1.5. Affiliate Use

Employees and Authorized Contractors of Customer's Affiliates may use the Software and Services as Licensed Users or Authorized Contractors, respectively, subject to the applicable License scope and restrictions. Customer is responsible for compliance with the Agreement by its Affiliates and their respective Licensed Users and Authorized Contractors; any act or omission by such a person that would breach the Agreement if done by Customer is deemed a breach by Customer.

1.6. Additional Quantities

If Customer's use of a Product or Service exceeds a quantity, unit count, or usage level specified in an Order (for example, additional CloudSite storage, Licensed Users, Hardware or equipment units, or Runtime Licenses), or if Customer elects an optional Product or Service that is priced, but not initially purchased, in the Order, Customer may obtain the additional quantity or optional item under that same Order, without entering into a new Order, as follows:

- a. **Price.** The rate is the one set out in the Fixed Prices exhibit to the Order for that quantity or item; if the Order has no Fixed Prices exhibit, or the exhibit does not price that specific item, PDF's then-current standard list price applies.
- b. **Mechanics.** Customer may issue a PO for such usage or request, which is binding under the Order upon PDF's acceptance, or PDF may instead invoice Customer directly based on Customer's usage or request (including any usage report required under the Supplement), or PDF may instead issue a written quote referencing the Order (a "**Quote**"), which Customer accepts by issuing a PO.
- c. **No New Order; PO Scope.** A PO issued or accepted under this Section 1.6 confirms quantity and facilitates payment for Products or Services already authorized by the Order (as extended by this Section 1.6) and does not modify or add any other term of the Agreement; Section 1.2 above continues to apply. This Section 1.6 does not expand a License beyond any site, host ID, or other restriction stated in the Order or Supplement, and remains subject to any additional conditions stated in the applicable Part of the Supplement.

2. SERVICES

2.1. Scope

If Services are included in an Order, and subject to payment of the applicable fees, PDF will provide at a mutually agreed time such Services, which may include: (a) installation of On-Premise Software; (b) installation, assembly, and qualification of Hardware; (c) secureWISE Services related to the secureWISE Network; (d) Hosted Management Services for Hosted Software; (e) training; (f) other services specified in an Order (e.g., data integration, template creation, analysis, or other engineering services); and (g) M&S Services or HSS. These Services may be further described in the Supplement or an SOW attached to the Order. An SOW that is not also an Amendment may describe such Services in greater detail but may not add Services, or fees, beyond those already specified in the Order.

Customer will reasonably cooperate with PDF in performing Services, including by providing computer facilities, floor space, environmental requirements, power, networking, computer time, remote and physical access, and other inputs set out in the Supplement and any SOW. Customer understands and acknowledges that certain Services cannot be performed by PDF unless Customer provides remote access to licensed Software, and any such related failure by PDF is excused without liability hereunder. PDF will comply with Customer's reasonable facility and network security access-control procedures.

2.2. Scheduling and Expiration

If non-HMS Services depend on Customer's availability or "Customer Inputs" identified in an SOW, the Parties will work together to schedule them on mutually agreeable dates. All Services must be used on or before the Service-Period Expiration Date. The full fees for non-HMS Services are due regardless of when (or, for Services that depend on Customer's inputs, whether) the Services are performed, except that if Customer requests scheduling at least 120 days before the Service-Period Expiration Date and PDF cannot accommodate that request, those Services expire on the date that is 120 days after the Service-Period Expiration Date. No refunds are available for unused Services.

2.3. Professional Services Warranty

PDF warrants that all Services (other than secureWISE Services, M&S Services, HMS, and HSS, which are governed by the applicable Supplement, SLA, or SOW) will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer's exclusive remedy for a breach of this warranty is for PDF to re-perform the non-conforming Services within a reasonable time after receiving written notice from Customer. If PDF cannot cure the non-conformance within thirty (30) days after such notice, Customer may terminate the affected Services and receive a pro-rata refund of pre-paid fees for the non-conforming portion.

2.4. Data Compatibility

Customer Cloud Data that does not conform to Documentation standards may require substantial engineering and data integration work before it can be used with (or loaded into) the Software. Such work must be separately purchased unless included in an Order in sufficient quantities to complete it. PDF does not guarantee the success of any Services; where a number of days or a not-to-exceed (NTE) number of person-days (counted as an 8-hour day) is specified, PDF's obligation ends upon completion of that time or effort.

2.5. M&S Services

M&S Services do not include On-Site services. Unless the Order states otherwise, M&S Services are included with a TBL and are not included with a Perpetual. If Customer does not renew M&S Services upon expiration, and later wishes to reinstate them, reinstatement requires: (a) payment of all previously unpaid M&S Services fees through the reinstatement date; and (b) an additional reinstatement fee equal

to 33% of such previously unpaid fees. Reinstatement entitles Customer to all Updates and other M&S Services through the reinstatement date. PDF has the right, without liability, to refuse to reinstate lapsed M&S Services.

3. BILLING AND PAYMENT

3.1. Invoicing

PDF will invoice for Software, Hardware, and Services fees as set out in the Order, or — if no invoicing schedule is included — upon initial delivery of license files for Software, delivery of Hardware, and the start of each type of Service. OEMs distributing Runtime Licenses must deliver a shipment report to PDF within ten (10) days after the end of each calendar month, listing each unit shipped, its unique identifier, model, ship-to country, ship date, and corresponding Runtime License or COA number.

3.2. Payment Terms

All invoices are due and payable as set out in the Order or Agreement, or — if not specified — Net 30 from the invoice date. All payments must be made by wire transfer to PDF's bank account in United States Dollars. Failure to issue POs does not excuse Customer's obligation to pay the total price in an Order. Amounts not paid when due are subject to a late charge of 1.5% per month (or the maximum rate permitted by applicable law, whichever is less).

3.3. Taxes

If Customer is required to pay any Taxes, Customer pays them without reducing or offsetting the invoiced amount remitted to PDF. If applicable law requires PDF to initially pay Taxes related to the Agreement, PDF will add those Taxes to its invoice. If applicable law imposes a VAT and requires or allows Customer to self-assess it, Customer bears the obligation to account for VAT and will self-assess under the reverse-charge mechanism. The Parties will cooperate in communicating with tax authorities and obtaining appropriate government certificates, receipts, or other documents.

3.4. Storage — Hosted Software

Storage for Hosted Software is included in HMS, with specific parameters in the Order. PDF will back up Customer Cloud Data on such included storage as set out in the Supplement, ASC, or SLA, as applicable to the type of Service on the Order. For clarity, this does not apply to secureWISE Services and Network Data; see the Supplement Part D for those provisions.

3.5. Suspension for Non-Payment

Without limiting other remedies, PDF may suspend Licenses and the performance and delivery of Services (including M&S Services) until any payment delinquency is paid in full; a suspension does not extend the Term or relieve Customer of any other payment obligation. PDF's obligation to provide Services and access to Software for any part of the Term for which PDF has not received payment on schedule is excused without liability.

4. CONFIDENTIALITY

4.1. Obligations

With respect to Confidential Information subject to this Agreement, each Party agrees: (a) not to use other Party's Confidential Information for any purpose other than as permitted in the Agreement; and (b) to protect the other Party's such Confidential Information from unauthorized use or disclosure using at least the same degree of care it uses to protect its own most valuable confidential information, and in no event

less than reasonable care. For clarity, confidential information exchanged by the Parties under any applicable separate non-disclosure agreement remains subject to such separate agreement. PDF and Customer agree to treat non-public Network Data and Usage Data as Customer's Confidential Information for purposes of this Section 4, except as provided in Section 4.2 below.

4.2. Permitted Disclosures & Use

Confidential Information subject to this Agreement may be disclosed: (a) to a Party's Affiliates and subcontractors on a need-to-know basis, as long as such subcontractors do not provide products or services competitive to the other Party; (b) as required by court order or applicable law, provided the disclosing Party gives prompt written notice to the other Party to the extent allowed, so it may seek a protective order; (c) by PDF to Licensed TPP owners in connection with required reporting obligations (excluding pricing and other proprietary information). PDF may create and use aggregated or de-identified information derived from , Network Data, , and use of the Products and Services in connection with general sales, marketing, and product development, including training of AI models, provided that such information does not identify, and cannot reasonably be used to reidentify, Customer, a manufacturing facility, any third party, or any individual. Without PDF's prior written consent, Customer agrees not to disclose PDF's Confidential Information that is subject to this Agreement to any person or entity that provides software or services competitive with those of PDF. Notwithstanding anything to the contrary, PDF may make Network Data and Usage Data available to the owner or operator of the manufacturing/test facility with which that Network Data is associated and to users authorized by that owner or operator. Customer hereby authorizes PDF to share this Agreement with Customer's Affiliates.

4.3. Source Code

Source Code delivered under an Order that includes an SDK is PDF's Confidential Information subject to this Agreement and a trade secret, and is subject to the elevated confidentiality, contractor, and use restrictions set out in the applicable Supplement.

4.4. User Information

PDF will protect User Information in accordance with applicable law.

5. INTELLECTUAL PROPERTY; OWNERSHIP

5.1. PDF Ownership

As between PDF and Customer, PDF owns and retains all right, title, and interest (including all Intellectual Property Rights) in and to the Software (including SDKs and all derivatives and modifications), Hardware, Documentation, the PDF DB, and all works resulting directly from Services performed by PDF (regardless of who initiated or implemented them). All rights not expressly granted to Customer are reserved to PDF. As between PDF and Customer, Customer retains its rights in . As between PDF and Customer, ownership of Network Data is determined by the rights of the persons that supplied, generated, or otherwise have rights in that Network Data; the Agreement does not transfer ownership of Network Data or to PDF or Customer. PDF receives only the rights necessary to use and process and Network Data and Usage Data as expressly permitted by the Agreement.

5.2. Third-Party Programs

Third-party licensors and suppliers retain all right, title, and interest in OSS and Licensed TPP, including all copyright and other Intellectual Property Rights. The Agreement does not replace or amend Customer's rights or obligations under any applicable open-source license.

5.3. Customer Feedback

Customer may, but is not obligated to, provide feedback, suggestions, or proposed improvements regarding the Software. PDF owns all rights in such feedback and may use it without restriction or obligation, including for product development, enhancement, or commercialization.

5.4. Proprietary Notices

Customer must not remove or permit the removal of any copyright or trademark notices on Software, Hardware, or Documentation. Each permitted copy of Software and Documentation must include the same proprietary and copyright notices as the versions furnished by PDF.

5.5. License Restrictions

Customer will not, and will not permit any Affiliate, Authorized Contractor, or other third party to: (a) reverse engineer, decompile, disassemble, or create derivative works of the Software, except to the extent such restriction is prohibited by applicable law notwithstanding this limitation (e.g., for interoperability); (b) use the Software or Services to develop, or assist a third party in developing, a product or service competitive with PDF's offerings; (c) remove or alter any proprietary, copyright, trademark, or other notice contained in or on the Software; or (d) attempt to circumvent, disable, or interfere with any security measure, access control, or usage restriction of the Software or Services.

6. WARRANTY**6.1. Product Warranty**

For each unique Software and Hardware product itemized in an Order, PDF warrants that during the ninety (90) days following the Order Date for the first License to Software or delivery of Hardware, respectively (the "Warranty Period"), the Software will not contain a Critical Error (as defined in the applicable SLA or Support and Maintenance Exhibit) and the Hardware will perform as described in the Documentation.

If Customer notifies PDF of an Error or Hardware failure during the Warranty Period in accordance with the applicable M&S Services or HSS support procedures, PDF will use commercially reasonable efforts to correct or repair it at PDF's expense. If PDF cannot correct the Error or repair the Hardware within ninety (90) days of such notification, Customer may terminate the affected Product from the Order, in which case PDF will refund: (a) the fee for the defective Software or Hardware (and any Software that requires the defective product as a prerequisite) that has been allocated by PDF to the affected Product in accordance with GAAP; and (b) M&S Services or HMS fees paid for the period of the unresolved defect through the end of the Term. Fees for performed Services are not refundable. If Customer does not so terminate the affected Product within thirty (30) days after the end of PDF's cure period, the warranty claim for that Error or failure lapses.

6.2. SaaS / Hosted Software / secureWISE Server Uptime

For Hosted Software, PDF will maintain the availability and uptime commitments described in the ASC for the applicable Order. For secureWISE Servers, PDF will maintain the availability and uptime commitments described in the SLA for the applicable Order. In either case, downtime caused by scheduled maintenance or Force Majeure is excluded as set forth in each such exhibit.

6.3. Warranty Exclusions

The product warranty in Section 6.1 does not apply to the extent that an Error or failure arises from:

- causes external to the Software or beyond PDF's reasonable control (e.g., natural disasters, power failures, hardware or software not provided by PDF);

- neglect, misuse, or use not in compliance with the Documentation or the Agreement;
- improper installation of On-Premise Software or Hardware by a party other than PDF or a PDF-engaged service provider;
- modification or attempted modification by a party other than PDF or a PDF-engaged service provider (or, in the case of Source Code, other than as permitted by the Agreement);
- Customer's refusal or failure to implement Error Corrections, Updates, workarounds, or other modifications provided or recommended by PDF; or
- for Hosted Software, a Force Majeure event affecting PDF's or its service provider's ability to deliver access.

6.4. Exclusive Remedy

The warranty and remedies in this Section 6 are PDF's sole and exclusive liability, and Customer's sole and exclusive remedy, for any breach of warranty.

6.5. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 6, PDF MAKES NO WARRANTIES — EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE — WITH RESPECT TO THE SOFTWARE, HARDWARE, SERVICES, OR ANY OTHER ASPECT OF THE AGREEMENT. PDF EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. TEMP PRODUCTS, EVAL SOFTWARE, SOURCE CODE, UPDATES AND IMPROVEMENTS TO SOFTWARE OR HARDWARE ARE PROVIDED "AS IS."

7. LIMITATION OF LIABILITY

7.1. Disclaimer

EXCEPT FOR AN INFOSEC EVENT INVOLVING UNAUTHORIZED ACCESS TO A MATERIAL AMOUNT OF CUSTOMER CLOUD DATA OR NETWORK DATA, OR TO PERSONAL DATA WHERE SUCH ACCESS IS REASONABLY LIKELY TO RISK THE RIGHTS OF THE AFFECTED INDIVIDUAL, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LOST DATA, OR LOST BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any recommendation by PDF regarding hardware or third-party software for Customer to provide for the Software or Hardware to operate as intended in the Documentation is based solely on PDF's experience and typical usage of the Software or Hardware, as applicable. Customer is responsible for making changes to, and investing in and improving, its IT infrastructure, network, internet access, and other environment over time as needed to maintain satisfactory performance of the Software and Hardware given Customer's usage, computing environment, and performance needs. PDF is not responsible for any such recommendation, including whether recommended hardware or third-party software will function as intended with the Software or Hardware, or whether the Software or Hardware will function as intended in the Documentation together with the recommended hardware or software.

7.2. Liability Cap

EXCEPT AS SET FORTH IN SECTION 7.3 OR 7.4, EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, HARDWARE, SERVICES, OR ANY OTHER ASPECT OF THE AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER(S) DIRECTLY CONNECTED TO THE DAMAGE GIVING RISE TO THE CLAIM (OR, IF NO FEES HAVE BEEN PAID OR ARE PAYABLE, USD \$10,000).

7.3. InfoSec Event Cap

NOTWITHSTANDING SECTION 7.2, PDF'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO AN INFOSEC EVENT INVOLVING UNAUTHORIZED ACCESS TO A MATERIAL AMOUNT OF CUSTOMER CLOUD DATA OR NETWORK DATA, OR TO PERSONAL DATA WHERE SUCH ACCESS IS REASONABLY LIKELY TO RISK THE RIGHTS OF THE AFFECTED INDIVIDUAL, SHALL NOT EXCEED, IN THE AGGREGATE, ONE MILLION UNITED STATES DOLLARS (USD \$1,000,000).

7.4. Exclusions

THE LIMITATIONS IN SECTIONS 7.2 AND 7.3 DO NOT APPLY TO: (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT OR AN APPLICABLE SUPPLEMENT; (B) A PARTY'S KNOWING AND INTENTIONAL UNAUTHORIZED USE, MISAPPROPRIATION, OR DISCLOSURE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION, INCLUDING TO DEVELOP A PRODUCT OR SERVICE COMPETITIVE WITH THE OTHER PARTY (FOR CLARITY, AN INADVERTENT DISCLOSURE IS NOT A DISCLOSURE FOR PURPOSES OF THIS CLAUSE (B)); (C) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS ARISING FROM MISUSE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY RIGHTS; (D) A PARTY'S WILLFUL MISCONDUCT; (E) CUSTOMER'S BREACH OF THE LICENSE RESTRICTIONS APPLICABLE TO THE SOFTWARE (INCLUDING SECTION 5.5), OR CUSTOMER'S UNAUTHORIZED USE, REPRODUCTION, OR DISCLOSURE OF THE SOFTWARE; (F) CUSTOMER'S RESPONSIBILITY FOR LOSS OF OR DAMAGE TO LICENSED HARDWARE UNDER PART C OF THE SUPPLEMENT; OR (G) EITHER PARTY'S LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. FOR THE AVOIDANCE OF DOUBT, AN INFOSEC EVENT IS GOVERNED EXCLUSIVELY BY SECTION 7.2 OR 7.3, AS APPLICABLE, AND DOES NOT FALL WITHIN ANY EXCLUSION IN THIS SECTION 7.4, REGARDLESS OF WHETHER IT COULD ALSO BE CHARACTERIZED AS A PARTY'S USE, DISCLOSURE, OR MISAPPROPRIATION OF CONFIDENTIAL INFORMATION, OR AS WILLFUL MISCONDUCT.

7.5. Basis of Bargain

The limitations in this Section 7 apply regardless of the form of action (whether in contract, tort, or otherwise) and regardless of whether any remedy fails in its essential purpose. These limitations are a fundamental element of the bargain between the Parties; without them neither Party would have entered into the Agreement. Customer acknowledges that the fees in each Order reflect this allocation of risk.

8. ARTIFICIAL INTELLIGENCE FEATURES**8.1. Applicability**

The Software or Service may include AI Features that rely on one or more AI Models. Customer's use of AI Features is subject to this Section 8. PDF may modify, suspend, or remove any AI Feature or underlying AI Model at any time, with or without notice.

8.2. Customer Representations Regarding AI Input

Customer represents and warrants that all AI Input will: (a) not infringe, misappropriate, or violate any intellectual property, privacy, or other rights of any third party; (b) not contain malicious code, harmful instructions, or content intended to disrupt or damage the Software, Service, or any AI Model; (c) not be used in violation of any applicable law, regulation, or contractual obligation; and (d) not cause AI Features or underlying AI Models to behave in a discriminatory, unlawful, or otherwise harmful manner. Customer further represents and warrants that it has all necessary rights, consents, and authority to provide AI Input for use with the AI Features.

8.3. AI Output Disclaimer

PDF makes no representations or warranties regarding the accuracy, reliability, or suitability of any AI Output, and disclaims all liability for any use or reliance on AI Output. PDF does not guarantee consistent or deterministic outcomes across similar inputs. Customer acknowledges that AI Output may be inaccurate, incomplete, or unsuitable for specific purposes, may require human review and validation before reliance or implementation, and that Customer assumes full responsibility for verifying the accuracy and appropriateness of AI Output. AI Output that contains or Network Data retains the protections and rights/restrictions applicable to Customer Cloud Data or Network Data, respectively.

8.4. Prohibited Uses of AI Features

Customer must not use Software (including AI Features and AI Models), Hardware, or other PDF Confidential Information that is subject to this Agreement to: (a) discover, access, or extract any underlying components (including model weights, architecture, training data, or source code) through reverse engineering, data extraction, model probing, exfiltration, or any other method; (b) attempt to access, interfere with, or use any systems, data, or functionality beyond what the Documentation or Agreement expressly permits; (c) develop, commercialize, license, or sell any product, service, or technology that replicates or incorporates any material functionality of the Software, in whole or in part; (d) use the Software, AI Features, AI Models, or any AI Outputs generated therefrom to train, fine-tune, validate, benchmark, or otherwise improve any artificial intelligence or machine learning model; or (e) circumvent, disable, interfere with, or defeat any security measures, access controls, usage restrictions, or other technical safeguards implemented by PDF.

8.5. Third-Party AI Models

The Software or Services may interoperate with, or Customer may use in conjunction with, third-party AI models not developed, owned, or controlled by PDF. PDF disclaims all responsibility and liability for any output generated by such third-party models. Customer is solely responsible for ensuring that its use of any third-party AI models complies with all applicable laws, regulations, and license terms.

8.6. AI-Related Indemnification

Customer will defend each of PDF, its Affiliates, and their respective employees, officers, directors, third-party providers, and agents against any third-party claim arising out of or relating to Customer's use of AI Features or AI Models, or Customer's AI Input or AI Output (each, an "AI-Related Claim"), and will indemnify and hold harmless each such party against any loss, damage, or cost (including reasonable attorneys' fees and court costs) finally awarded or paid in settlement of any AI-Related Claim. This obligation is not subject to the liability cap in Section 7.2. The procedures in Section 8.7 (Indemnification Procedures) apply to this indemnification obligation.

8.7. Indemnification Procedures

With respect to any indemnification obligation under the Agreement or an applicable Supplement, the indemnified party will give the indemnifying party prompt written notice of the claim, and the indemnifying party will control the defense and settlement of the claim at its own expense, provided that: (a) the indemnified party may participate in the defense through separate counsel of its own choosing, at its own expense; and (b) the indemnifying party will not settle or compromise any claim in a manner that admits fault by, or imposes any obligation on, the indemnified party without the indemnified party's prior written consent.

9. THIRD-PARTY PROGRAMS

9.1. Use Restrictions

Customer may use Licensed TPP only for Customer's internal business operations, and only in conjunction with the Software. Customer must not use Licensed TPP as essential equipment in nuclear facilities, aircraft navigation or communication systems, air traffic control, or any other application where software failure could result in death, personal injury, or severe physical or environmental damage.

Customer may only allow access to or use of Licensed TPP by the number of named or concurrent users or processors for which Customer has paid. Licensed TPP may not be accessed by any person who is not an employee of Customer or its Affiliate, or an Authorized Contractor.

9.2. Copying; Markings

Customer may make only as many copies of Licensed TPP as are necessary for licensed use, plus one archival copy, unless the third-party owner provides prior written approval for additional copies. All copies must include the proprietary rights notices required to preserve the third-party owner's rights. Customer must not remove any proprietary, copyright, trade secret, or warning notice from Licensed TPP, related documentation, or copies thereof.

9.3. Prohibited Transfers and Uses

Customer may not: (a) assign, give, or transfer Licensed TPP or an interest in it to another individual or entity (including Affiliates); (b) use Licensed TPP for rental, timesharing, subscription services, hosting, or outsourcing; (c) make Licensed TPP available to any third party for use in that party's business operations (unless the third-party owner expressly permits it); or (d) pass title of Licensed TPP to any other person or entity. Any security interest granted by Customer in Licensed TPP does not give the secured party any right to use or transfer it.

9.4. No Reverse Engineering

Customer must not reverse engineer (unless required by law for interoperability), disassemble, or decompile Licensed TPP, including review of data structures or similar materials produced by it.

9.5. Benchmark Tests

Customer must not publish any results of benchmark tests run on Licensed TPP.

9.6. No Competitive Use; No Circumvention

Customer must not: (a) use Licensed TPP to develop, or assist a third party in developing, a product or service competitive with the applicable third-party owner's offerings; or (b) attempt to circumvent, disable, or interfere with any security measure, access control, or usage restriction of Licensed TPP.

9.7. Third-Party Owner Disclaimers and Rights

Each Licensed TPP owner (and its licensors) retains all ownership and Intellectual Property Rights in its programs and documentation. Modifications, enhancements, or changes to Licensed TPP remain the property of the applicable owner. Customer will not challenge ownership or rights in Licensed TPP or related materials. The parties acknowledge that Licensed TPP owners disclaim liability for any direct, indirect, incidental, special, punitive, or consequential damages (including loss of profits, revenue, data, or data use) arising from use of Licensed TPP, and make no representations or warranties regarding Licensed TPP.

9.8. Verification by Licensed TPP Owner

PDF may verify Customer's use of Licensed TPP and report results to the applicable owner, or may assign that verification right to such owner. Customer agrees to cooperate and provide reasonable assistance and information in any such verification. Neither PDF nor the Licensed TPP owner is responsible for any costs Customer incurs in cooperating.

9.9. Third-Party Beneficiaries

Each Licensed TPP owner (and its licensors, if applicable) is a designated third-party beneficiary of the Agreement with respect to the Licensed TPP terms. Customer acknowledges that PDF may provide such owner with a copy of the Agreement (and excerpts thereof), with pricing and other proprietary information redacted, including information about the Licensed TPP, permitted users, license levels, license grant, licensing metrics, Order date, and other information reasonably requested by such owner.

9.10. Termination

Upon any termination or expiration of the Agreement, Customer must immediately discontinue all use of Licensed TPP and either: (a) destroy all copies and certify such destruction; or (b) return to PDF all copies of Licensed TPP and related documentation.

9.11. UCITA Exclusion

The Uniform Computer Information Transactions Act is excluded from application to the Agreement.

9.12. Oracle Licensed TPP

If Oracle software is included in an Order as Licensed TPP, additional terms apply: (a) Documentation is available at <http://partner.oracle.com>; (b) if Customer does not purchase technical support from PDF for Oracle Licensed TPP, PDF has no obligation to provide it — Customer may purchase Oracle support directly, subject to Oracle's then-current terms and pricing; and (c) purchasing full-use support from Oracle does not upgrade Customer's use rights beyond those in the Order.

10. VERIFICATION

Upon PDF's request, Customer will provide PDF with quarterly automated logs of On-Premise Software (including Software included on Hardware) usage to the extent such data is available through the Software. For Hosted Software or WLG usage, PDF may access the Software or WLG to gather that information directly.

Upon reasonable notice and no more than once per year (except with respect to OEM Runtime License reporting, or upon specific cause), PDF may review Customer's use of the Software and Hardware at PDF's expense to verify compliance with the Agreement. Customer will provide PDF and its representatives with reasonable access to facilities, equipment, data, documentation, logs, records, and other materials as reasonably requested for that review.

Both Parties must maintain relevant records during the term of the Agreement and for three (3) years after termination or expiration, including records of Named Users, storage allocated, embedded Object Code shipments, Runtime Licenses generated, and other information reasonably required to calculate fees.

If PDF determines Customer has underpaid any amount due, PDF will notify Customer in writing. Any shortfall, plus a late charge of 1.5% per month (or the highest rate permitted by law) from the date of such usage, is due within thirty (30) days of identification. If the underpayment exceeds ten percent (10%) of the amount due for the reviewed period, Customer also bears PDF's costs for such verification.

11. TERM; SUSPENSION; TERMINATION

11.1. Term

This UFO remains in effect only for as long as the Order(s) that incorporate(s) it remain(s) active.

11.2. Termination for Breach

Either Party may terminate the Agreement for a material breach upon thirty (30) days' written notice if the breach is not cured within that period; if not cured, termination takes effect on the 31st day after the non-breaching Party's notice. Breach of the confidentiality or license restriction obligations in Sections 4 or 5 (or the equivalent in any signed agreement incorporating this UFO) is subject to a five (5)-day cure period; if not cured, termination takes effect on the sixth day after PDF's notice.

11.3. Termination for Change of Control

If Customer undergoes a Change of Control, each Order then in effect terminates as of the closing date of that transaction, unless PDF consents in writing to assignment of that Order to the surviving entity, except that an Order consisting solely of Licenses granted under Part E (SDK and Source Code License) or Part F (Embedded Distribution) of the applicable Supplement is unaffected by the Change of Control and continues in accordance with its terms.

11.4. Effect of Termination

Absent the other Party's material breach, no Party has the right to terminate or cancel an Order once entered into. Upon termination of the Agreement: (a) if terminated by PDF for Customer's breach, or if terminated due to a Change of Control (except as provided above for an Order consisting solely of Part E or Part F Licenses), all active Licenses terminate and all outstanding fees become immediately due; and (b) if terminated by Customer for PDF's material breach, all active Licenses terminate and no further fees for any period thereafter are due (and will be refunded if previously paid, subject to offset for any cross-claims that PDF may have). Liabilities accrued before termination survive.

11.5. Obligations Upon Expiration or Termination

Upon expiration of any term-based License or termination of the Agreement, Customer must: (a) immediately stop using the affected Software (including SDK Source Code), Hardware, and Documentation; (b) promptly return to PDF, at Customer's expense, all tangible copies; (c) promptly delete and destroy all electronic copies; (d) if an OEM, cease shipment of Bundled Products containing embedded Object Code (subject to the Termination provisions of the applicable Supplement for finished-goods inventory); and (e) if requested in writing by PDF, certify in writing within five (5) Business Days that it has complied with the foregoing. PDF will return, delete, or retain data as provided in the Supplement or the applicable exhibit for each type of Product or Service. To the extent PDF retains any data as permitted therein, the rights and obligations applicable to such data under the Agreement continue for so long as such data is retained.

12. REGULATORY COMPLIANCE

12.1. Export Controls

Certain Products, information, and Services (each, an "Export Item") that PDF may make available to Customer or its end customers may be subject to applicable export control and economic sanctions laws, regulations, and orders ("ECL"), including without limitation controls on cryptographic items. The ECL may include without limitation Canada's Export and Import Permits Act (EIPA) and Export Control List, the

European Union Dual-Use Regulation and financial sanctions, the U.S. Export Administration Regulations (EAR), and/or the sanctions administered by the U.S. Office of Foreign Assets Control ("**OFAC**"), as applicable.

Customer consents to PDF providing, to an applicable government export control agency, the information needed or helpful in connection with an applicable export control permit or government inquiry about an export. Customer agrees to comply fully with all applicable ECL in connection with the Export Items (including without limitation in providing any computer hardware to its end customer for use with the Export Items as applicable). Further, Customer shall not do or omit to do anything that may cause PDF, in PDF's reasonable judgment, to be in breach of applicable ECL, and shall indemnify and hold harmless PDF, its Affiliates, and their respective officers, directors, employees, and agents from any claim, damages, liability, costs, fees and expenses incurred by such parties as a result of any Customer non-compliance with such applicable ECL. Notwithstanding anything to the contrary, Customer expressly acknowledges and agrees that (i) initial and continuing availability of Export Items, licenses, and any PDF performance of obligations in connection herewith are subject to PDF's compliance with applicable ECL and reasonable judgment of ECL compliance risk; (ii) any unavailability, termination, or suspension (collectively "**Suspension**") of Export Items, licenses, or PDF obligations due to compliance with applicable ECL or PDF's reasonable judgment of compliance risk will be excused and will not constitute a breach by PDF. Customer acknowledges and agrees that PDF will not be liable to Customer for any legal recourse, including but not limited to monetary, injunctive, or declaratory relief, in connection

with such a Suspension. Without limiting the foregoing, Customer certifies that it shall not export, reexport, transfer, or divert any Export Item or the direct product thereof (i) for use in activities related to nuclear, biological, or chemical weapons, or missiles, rocket systems, or uncrewed aircraft systems (UAS) or military end use; or (ii) to a person located, residing or organized under the laws of Russia, Belarus, Iran, North Korea, Syria, the occupied Crimea, Donetsk, Kherson, Luhansk, and Zaporizhzhia regions of Ukraine, or to any other country that is subject to an applicable government embargo; or (iii) to any country, entity, individual, or end-use without a required government permit, license, or authorization, or otherwise in violation of applicable ECL. Customer certifies that (i) no sanctioned person designated pursuant to Canada's Special Economic Measures Act is able, directly or indirectly, to direct or influence Customer's activities; and (ii) it is not owned 50% or more or otherwise controlled, directly or indirectly in the aggregate, by parties restricted under OFAC sanctions (including but not limited to the "SDN" list). To the extent that E.U. Regulation 833/2014 clause 12g or 765/2006 8g applies, reexport of Export Items to Russia or Belarus contrary to the foregoing may be deemed a material breach warranting immediate termination of the applicable agreement and liability to PDF for resulting damages and all other remedies under applicable law. Notwithstanding anything to the contrary, this Section will survive the expiration or other termination of this Agreement.

12.2. Anti-Bribery

The Parties acknowledge that their transactions are subject to various anti-bribery laws, including the U.S. Foreign Corrupt Practices Act ("**FCPA**"), which prohibit giving or offering money or items of value for the personal benefit of government officials, political leaders, or political parties to influence official action or obtain an improper advantage. In connection with each Order entered into that incorporates this UFO, each Party confirms it has complied with the FCPA and other applicable anti-bribery laws.

13. GENERAL PROVISIONS

13.1. Independent Contractors

The Parties are independent contractors. Nothing in the Agreement creates or implies a joint venture, partnership, principal-agent, or employment relationship. Neither Party has authority to bind the other, assume obligations on the other's behalf, or represent to any third party that it has such authority.

13.2. Non-Solicitation

During the term of the Agreement and for one (1) year after termination, Customer agrees not to directly or indirectly solicit, induce, or encourage any PDF employee or contractor to leave PDF's employment or to contract directly with Customer to provide similar services with respect to the Software, Hardware, or Services in the Order. This restriction does not apply to candidates who apply for a publicly advertised position without such inducement.

13.3. Force Majeure

Except for payment obligations, neither Party is responsible for any delay or failure in performance to the extent caused by a Force Majeure event.

13.4. Remedies; Injunctive Relief

Customer acknowledges that any breach or threatened breach of the Agreement by Customer may cause irreparable harm to PDF for which monetary damages alone would be inadequate. Accordingly, in addition to all other remedies available at law, in equity, or by agreement, PDF is entitled to seek immediate injunctive or other equitable relief without posting any bond or other security.

13.5. Governing Law and Dispute Resolution

If Customer is registered or the "ship to" address on an Order is in the People's Republic of China and the PDF entity that is Party to the Order is not also located in China, then the Agreement is governed by the laws of Singapore (excluding conflict-of-law rules); disputes will be resolved by arbitration before the International Centre for Dispute Resolution of the American Arbitration Association under its then-current ICDR Rules, before a single arbitrator of a nationality other than that of either party, seated in San Jose, California, conducted in English; the award is final and binding, and judgment may be entered in any court of competent jurisdiction.

If Customer is registered or the "ship to" address on an Order is in the People's Republic of China and the PDF entity that is Party to the Order is also located in China, then the Agreement is governed by the laws of the People's Republic of China (excluding conflict-of-law rules); disputes will be resolved by arbitration before the China International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the CIETAC Arbitration Rules in effect at the time the arbitration is commenced. The arbitral tribunal shall consist of three (3) arbitrators selected in accordance with the CIETAC Rules. The presiding arbitrator shall be of a nationality different from that of either Party. The seat of the arbitration shall be Shanghai, People's Republic of China and the language of the arbitration shall be English. The arbitral award shall be final and binding on the Parties, and judgment upon the award may be entered and enforced in any court of competent jurisdiction.

For all other customers, the Agreement is governed by the laws of the State of Delaware (USA), without regard to conflict-of-law rules and the Parties consent to 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 in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to the Agreement. Unless applicable law does not permit contractually limiting the

period to bring a claim, any action related to a breach of the Agreement must be commenced no later than two (2) years after the date of the breach.

13.6. Entire Agreement

The Agreement (comprising this UFO, all applicable Supplements, and the applicable Order) contains the entire agreement between the Parties on its subject matter and supersedes all prior and contemporaneous communications, representations, and agreements, whether verbal or written. Statements in emails are not binding on PDF unless incorporated into an Order.

13.7. Amendment

The Agreement may only be amended by a writing signed by an authorized representative of each Party. No terms on or referenced in a PO constitute an amendment of the Agreement.

13.8. Assignment

Customer may not assign, delegate, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) the Agreement or any of its rights or obligations without PDF's prior written consent, except as provided in the Termination for Change of Control Section above for an Order consisting solely of Part E or Part F Licenses. A Change of Control is deemed an assignment by operation of law. Any purported assignment without consent is void. Subject to the foregoing, the Agreement binds the Parties' successors and permitted assigns.

13.9. Severability

If any provision of the Agreement is held invalid, unlawful, or unenforceable to any extent, the remaining provisions continue in full force and the parties agree to substitute a valid and enforceable provision that most closely reflects the legal and economic intent of the invalid provision.

13.10. Notices

All formal notices must be in writing and delivered: (a) by certified or registered mail (effective seven (7) days after mailing); (b) by hand or messenger (effective upon delivery); or (c) by email (effective on the day sent if received by 5:00 p.m. California time on a Business Day, otherwise the next Business Day, provided the sender has verification of receipt), in each case to the address on the applicable Order or signature page, or as otherwise furnished in writing.

13.11. Waiver

A Party's waiver of a breach or default does not constitute a waiver of any subsequent breach or default. Delay or omission in exercising a right or remedy does not constitute a waiver of that right or remedy.

13.12. Attorneys' Fees

In any legal action (including arbitration or injunctive relief proceedings) relating to the Agreement, the prevailing party — or the non-dismissed party in the event of a dismissal without prejudice — is entitled to recover all reasonable expenses, including court costs, arbitration fees, and actual attorneys' fees paid or incurred in good faith.

13.13. Language

All proceedings under or relating to the Agreement will be conducted in the English language.

13.14. Electronic Signatures

The Agreement, Amendments, and Orders may be executed electronically, which is deemed an original signature.

13.15. Survival

Sections 4 (Confidentiality), 5 (Intellectual Property), 6.4–6.5 (Warranty Disclaimers), 7 (Limitation of Liability), 8.6 (AI-Related Indemnification), 10 (Audit Rights), 11.4–11.5 (Effect of Termination and Post-Termination Obligations), 12 (Regulatory Compliance), and 13 (General Provisions) survive expiration or termination of the Agreement, together with any provision of an applicable Supplement that by its nature should survive (including OEM's and OEM's end customers' post-termination and pass-through obligations under the SDK and OEM Embedded Distribution Part of the Supplement).

APPENDIX A — DEFINITIONS

Capitalized terms used herein have the meanings given below. In the event of a conflict between a definition in the Order (including exhibits thereto) and this UFO, the definition in the Order (and its exhibits) controls.

"Active Equipment" means a Connected Equipment from/to which data is transferred through Managed Network Services during a given billing period.

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with a Party, for as long as that Control exists.

"Agreement" means the Order and all documents incorporated therein or herein by reference, including this UFO together with applicable Supplements.

"AI Feature(s)" means any product, feature, service, or functionality provided by PDF that uses automated systems for data analysis, reasoning, or prediction, including machine learning algorithms, statistical models, neural networks, foundation models, generative models, inference engines, or other artificial intelligence technologies.

"AI Input" means any prompts, instructions, queries, files, or other data submitted, uploaded, or otherwise provided by Customer for use with AI Features, including Customer Cloud Data and Network Data.

"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.

"AI Output" means any result, response, content, data, or other material generated by AI Features in response to AI Input, including text, images, audio, video, summaries, analyses, recommendations, or other predictive or generative content.

"Amendment" means a writing signed by an authorized representative of each Party that specifically references the Agreement and expresses an intent to change its terms. Orders are generally not Amendments; they set out specific Products and Services governed by the Agreement. An Order may also constitute an Amendment if it expressly says so.

"Authorized Contractor" means a third-party contractor engaged by Customer or its Affiliate to perform data or tool integration or support services that require access to Software, provided that such contractor: (a) is not a competitor of PDF (as listed in PDF's public SEC filings); (b) has entered into a written agreement with Customer, such Affiliate, or PDF requiring it to protect PDF's Confidential Information to at least the same standard as the Agreement; and (c) retains such status only while engaged by Customer or such Affiliate with a need to access Software for the benefit of Customer or such Affiliate.

"Authorized User" or "Licensed User" means any individual who is an employee of Customer or its Affiliate and works exclusively for Customer or such Affiliate, has entered into an enforceable agreement with Customer or such Affiliate requiring protection of PDF's Confidential Information to at least the standard as the Agreement, and is deemed a Licensed User only while so employed and with a need to access the Software.

"Case" means a request to PDF through the contact for the applicable Product or Service for support or an Error or Service Failure, as applicable to the Product or Service.

"Change of Control" means: (a) a sale of all or substantially all of a Party's assets; (b) any merger, consolidation, or acquisition of a Party; or (c) any change in ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions.

"CloudSite" means the infrastructure managed by PDF to provide Customer access to Hosted Software, including the virtualization environments, operating systems, file servers, server software, and computer hardware on which Hosted Software is hosted.

"Commercial NLF" is an NLF that pays PDF for some Connected Equipment, secureWISE Servers, and/or some volume of data.

"Confidential Information" means Customer Confidential Information or PDF Confidential Information, or both, as applicable.

"Connected Equipment" means a piece of Equipment with a working connection to a PDF-managed network, regardless of whether any data is transferred from or to such Equipment or such Equipment, in the case of secureWISE Services, is remotely accessed by Customer during any given billing period.

"Control" means ownership or control, directly or indirectly, of more than fifty percent (50%) of an entity's shares or ownership interests that carry the right to make decisions for that entity.

"Customer" means the legal entity set forth on the Order.

"Customer Confidential Information" means all non-public, proprietary information of Customer or its Affiliates (including information of Customer's suppliers or customers) disclosed to or learned by PDF in connection with the Agreement, regardless of form or whether marked as confidential, including all Customer Cloud Data, proprietary equipment and related information, IC device layout and design information, and manufacturing, testing, and assembly process details.

"Customer Cloud Data" means data, works, materials, and information (but excluding Performance Data and Network Data in each case): uploaded to or stored on a CloudSite by Customer; transmitted to a CloudSite at Customer's direction; supplied by Customer for uploading to or storage on a CloudSite; or generated within a CloudSite from Customer's use of the Hosted Software.

"Designated Site" means the Customer facility or the NLF at the address or within the geographic region specified in an Order. For a Fab, the Designated Site is the building or buildings sharing a single manufacturing execution system (MES).

"Documentation" means the user operating manuals and specifications, in tangible, electronic, or other form, for the Software, to the extent PDF makes them generally available to its customers for such Software.

"Downtime" means periods during which important functionality of a CloudSite or the secureWISE® Network (as applicable) is unavailable — other than during scheduled maintenance or due to a Force Majeure event — with no workaround possible, measured from the time an Authorized User reports the inability to connect until connection is restored.

"Error" means a material failure of Software to operate in accordance with the functional specifications in the applicable Documentation.

"Error Correction" means either: (a) a code modification or addition that corrects an Error when applied to the Software; or (b) a procedure or routine that, when followed, eliminates or reduces the practical adverse effect of an Error on Customer.

"Eval Software" means one or more Products enabled by PDF via a Temp License File for Customer's access and use, for as long as so enabled at no charge, and restricted from use in production.

"Force Majeure" means fires, earthquakes, floods, acts of nature, war, terrorism, violence by public enemies, strikes or other labor disputes, applicable law or government orders, public internet outages, major power disruptions, or other significant causes beyond a Party's reasonable control that directly and materially impair that Party's ability to perform.

"Hardware" means: (a) a PDF-procured and PDF-owned commercially available computer server or peripheral, PCI card, or dongle delivered by PDF for use with Software under an Order; or (b) a PDF Equipment System.

"Hardware Site" means any physical location, other than a location operated by Customer itself, at which any PDF-owned or PDF-provided Hardware (including a secureWISE Server) is installed or located.

"Hosted Software" means Software (typically identified as "Cloud" in the product name) hosted by PDF on a CloudSite, including OSS and Licensed TPP included therewith. Hosted Software includes Business Management Portal (BMP), secureWISE® software, and products with "Flex" in the title to the extent used on a PDF CloudSite.

"Improvement" means any enhancement, modification, addition, component, add-on module, or other code intended to improve the functionality or usability of Software or Hardware, including loading scripts, pre-processors, and the PDF DB.

"Inadvertent Disclosure" means a disclosure of Confidential Information to an unintended recipient, made without knowledge that the recipient was unauthorized, where the disclosing Party, promptly upon discovery, takes reasonable steps to remediate, including requesting return, destruction, or non-use of the information by the unintended recipient.

"InfoSec Event" means an actual or suspected unauthorized access to, or unauthorized use of, the other Party's Confidential Information, the Software, a Hardware Site, or an NLF. An Inadvertent Disclosure, standing alone, does not constitute an InfoSec Event.

"Intellectual Property Rights" means all intellectual property rights worldwide, whether registrable or unregistrable, including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trademarks, service marks, patents, utility models, semiconductor topography rights, and design rights.

"License" means the limited right to access or use Software or Hardware granted by PDF under an Order or Temp License File, as specified for each product type in the applicable Order or Supplement.

"Licensed Equipment" means, for equipment-specific Software, the original manufacturing tool on which the Software was installed, or (if a dongle is provided) any manufacturing tool on which a valid dongle is currently installed, for as long as such License is valid.

"License Year" means each consecutive 12-month period during the Term of an Order, starting from the first license start date. If there is an initial stub period shorter than 12 months, it is added to the first full 12-month period for usage-based reporting and billing purposes.

"Licensed TPP" means programs (including software, libraries, and databases) that are not proprietary to PDF, are commercially licensed to PDF for sublicense or distribution, and are delivered by PDF together with PDF Software.

"Named User" means a Licensed User who has been issued a unique user ID to access the Software.

"Network Data" means data transmitted through the PDF-managed networks (including, without limitation, the secureWISE Network). Network Data excludes Performance Data and User Information.

"OEM Modification" means any modification by an OEM to SDK Source Code made in accordance with the Agreement.

"On-Premise Software" means Software delivered as a compiled executable to Customer and installed either at Customer's facility or in a bring-your-own-cloud ("BYOC") environment hosted by a commercial cloud provider

(e.g., AWS, GCP, Azure). On-Premise Software includes TBLs and Perpetuals, and products with "Flex" in the title to the extent used outside a PDF CloudSite.

"On-Site" means facilities owned or operated by Customer.

"Order" means a validly authorized ordering document addressed to Customer (or its purchasing/paying agent) that sets out the specific Products and Services to be purchased, invoicing schedule, product and unit license terms (if any), and Order-specific terms and conditions (if any), that is executed by PDF and Customer (or its purchasing/paying agent).

"Order Date" means the date an Order is fully executed.

"Party" or **"Parties"** means PDF and Customer individually or together, according to context.

"Pass-Through Minimum Terms" means the minimum end-user license terms that OEM must bind end customers to for embedded Object Code, as set out in the applicable Supplement.

"PDF" means the PDF entity set forth on the Order, and/or, where applicable by context, its Affiliates.

"PDF Confidential Information" means all non-public, proprietary information of PDF or its suppliers or other customers disclosed to or learned by Customer in connection with the Agreement, regardless of form or whether marked as confidential, including the CloudSite (excluding Customer Cloud Data, Network Data, and User Information), Performance Data, Software, Hardware, PDF DB, Service details, characterization technology, methodologies, machine learning and other AI models, algorithms, data (including training data, database schemas, inputs, and outputs), configurations, data-integration formats, product roadmaps, scripts and programs written to PDF's APIs, any enhancements, modifications, or derivatives thereof, pricing information, and license terms and conditions.

"PDF DB" means any database using PDF's proprietary schema (including row and column names, size, and structure) and all Improvements thereto.

"PDF Equipment System" means, when provided by PDF for Customer's use, PDF's proprietary: (a) eProbe® electron beam tool; (b) pdFasTest® parallel electrical contact tester; (c) secureWISE Servers when such server hardware is provided by PDF; or (d) other physical components customized by PDF for data collection, computation, or transformation, in each case including all related operating system software, test programs, configurations, and Documentation.

"Product" means each separately named Software or Hardware item listed on an Order. Software Products are Software.

"purchase" as used in this UFO means the license of Software or the right to receive Services (PDF does not transfer ownership of Software), except for licenses to third-party software or hardware that PDF purchases on Customer's behalf and identifies as a sell/pass-through on an Order, in which case it means the transfer of ownership of those licenses or hardware to Customer.

"Response Time" means the number of hours between Customer's submission of a Case to PDF, or PDF's last response to a Case, as applicable, and PDF's next response.

"Runtime License" means a per-unit right to install and use embedded Object Code on a single identified Bundled Product, evidenced by a COA or license file.

"Scheduled Maintenance" means periods during which a CloudSite or the secureWISE® Network (as applicable) is unavailable and for which Customer has received prior notice of such unavailability as described in the ASC or the applicable Supplement Part.

"Service" means any professional service identified on an Order to be provided by PDF, including managed services, HMS, HSS, M&S Services, installation, integration, and training, the details of which are set out in the Order, any document incorporated by reference therein (e.g., ASC), and/or any applicable SOW.

"Service Failure" means a failure in a CloudSite or the secureWISE® Network (other than an Error), that adversely impacts its availability, operation, functionality, or performance.

"Service Restoration" means the period of time until a CloudSite or the secureWISE® Network (as applicable) is again available for use by Customer in the ordinary course.

"Service-Period Expiration Date" means, for Services other than HMS, the "End Date" specified for such Service item in the Order, or if none, then the latest of: (a) the last "End Date" for a TBL or Hosted Software in the Order; or (b) the one-year anniversary of the Order Date, in each case subject to extension as described in Section 2.2.

"Software" means the PDF proprietary software specified in an Order or a Temp License File, delivered by PDF to Customer, together with 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 (sometimes called filter plans or templates), and including all Improvements, Updates, and bug fixes. Software includes Hosted Software, Eval Software, On-Premise Software, and Temp Products that are software.

"Supplement" means the set of Product-type specific additional terms and conditions incorporated into an Order that govern the specific product line being purchased (e.g., SaaS, on-premise software, hardware lease, equipment installation, or training services) from the document maintained on the same web page as this UFO.

"Temp License File" means PDF's valid license file enabling short-term access to and use of a Product by Customer, usually for evaluation, training, or demonstration purposes only.

"Temp Products" means one or more Products enabled by PDF via a Temp License File or otherwise at no charge, for as long as so enabled or made available by PDF to Customer. For clarity, Software restricted from use in production is Eval Software, not a Temp Product.

"Term" means: (a) for TBLs, the period from the "Start Date" to the "End Date" on the Order, or from first access to PDF's download site (if later) for the stated duration; (b) for Hosted Software, the period from the "Start Date" to the "End Date" on the Order, or from first credentialed access to the CloudSite (if later) for the stated duration; and (c) for Perpetuals, the period from the "Start Date" on the Order (or first access to PDF's download site, if later), continuing indefinitely, subject to the Agreement.

"Update" means any revision, update, release, enhancement, or other modification to Software that PDF generally makes available to licensees of that Software (including those on a time-based model with M&S Services). Update does not include optional separately priced features or modules, or new PDF software products with substantially new or additional significant features.

"User Information" means personally identifiable information entered by or collected from Licensed Users while accessing or using the Software, or associated with Customer Cloud Data uploaded to the Software.

APPENDIX B — GLOSSARY

This Glossary provides descriptive definitions for certain naming, acronym, or category terms used in this UFO or an applicable Supplement.

"ASC" means Application Services Commitment, which are PDF's service commitments applicable to Hosted Software described in the exhibit (of the same name) to an Order.

"ASR" means Additional System Resources, which are optional (separately priced) additional resources or configuration for a CloudSite described in a Fixed Pricing exhibit to an Order.

"AUP" means PDF's Acceptable Use Policy for CloudSite users, posted at www.pdf.com/working-with-pdf.

"BMP" means the Business Management Portal, a Hosted Software product with summary secureWISE Network usage information.

"Business Day" means any weekday other than a bank or public holiday in the State of California (USA), Germany, or Taipei, Taiwan.

"Case Priority" means the exhibit of the same name attached to an Order describing the various priority levels and PDF target response and resolutions times.

"COA" means Certificate of Authenticity, which is a document issued by PDF or PDF's License Generator identifying a valid licensee and licensed Software.

"DLG" means Desktop License Generator, which PDF's local computer-based functionality to generate license files for certain PDF Products.

"Equipment" means equipment (e.g., tools, testers) used in the manufacturing, testing, or assembly of semiconductors.

"Fab" means a semiconductor fabrication facility.

"Framework" means PDF's software integration that enables a specific type of Equipment to connect to a Product or Service.

"HMS" means Hosted Management Services, which is PDF's web-based hosting of Customer Cloud Data and Hosted Software described in the ASC.

"HSS" means Hardware Support Services, which are PDF's services to support Licensed Hardware described in the applicable Order or Supplement.

"HTTP Proxy" is Software capability to allow access by Authorized Users to a web server installed on a Connected Equipment.

"ISR" means Initial System Resources, which are PDF's committed resources and configuration for a CloudSite described in the exhibit (of the same name) to an Order.

"License Generator" means either the DLG or the WLG according to context.

"Managed Network Services" means PDF's services that make information from or about equipment at an NLF available to Customer at another location (including a CloudSite), such as the secureWISE Network Services and Test Data Services.

"M&S Services" or **"Software Maintenance and Support"** means the Error correction, Update, and technical user support services specified in Part H of the Supplement.

"NLF" means a networked location facility, other than one operated by Customer itself, at which Managed Network Services are provided by PDF.

"Object Code" means computer programming that has been compiled or assembled into machine-executable form.

"OEM" means Original Equipment Maker (sometimes referred to as an **"Equipment Maker"**), which is a Customer whose primary business is the manufacture and sale of original equipment for use in semiconductor manufacturing, assembly, or test.

"OEMC" means OEM-Connector, which is PDF's Software security gateway that allows configured or dedicated hardware at an NLF to access Customer's intranet resources, such as spare parts database or other databases on the Customer intranet.

"OSS" means Open-Source Software, which is any software that is subject to an open-source license, including any license listed at <http://www.opensource.org>.

"OSAT" means Outsourced Semiconductor Assembly and Test provider/facility.

"Perpetual" means a License for an unspecified (indefinite) period.

"Performance Data" means data relating to use of the Software or utilization of system resources, including memory usage, CPU usage, I/O of the database, error logs, and other system performance data.

"PF" means Port Forwarding, which is PDF's Software capability to port forward TCP/IP traffic from a Customer or NLF computer to a Licensed Equipment's computer (inside the NLF).

"PO" means Purchase Order or any other authorized commitment to pay issued by a company (or its purchasing/paying agent), regardless of the document's name (e.g., "procurement contract" or "purchase contract").

"RTO" means remote access or control of a Licensed Equipment's user interface through a VNC-type session (or functional equivalent).

"Sandbox" means a duplicate, non-production environment in the CloudSite for testing the feasibility and functionality of Software and the data integration environment.

"SDK" means Software Development Kit, which is PDF's collection, which may include Software tools, libraries, application programming interfaces (APIs), sample code, and Documentation, to be used by an OEM to develop their own software to embed Object Code into OEM's equipment.

"securePASS" is Software capability to enable a single set of credentials that can be used by an Authorized User for identification across the complete secureWISE Network.

"SLA" means Service Level Agreement, which are PDF's service commitments applicable to a Managed Network Services described in the Supplement or the exhibit (of the same name) to an Order.

"Source Code" means computer programming in human-readable form.

"SOW" means Statement of Work, which is PDF's specific tasks and deliverables for a particular project described in the exhibit (of the same name) to an Order, which typically includes required "Customer Inputs" identified therein and an estimated timeline.

"SSEE" is software automation service used to collect data from any NLF on a pre-set schedule and deliver it to Customer.

"SSL VPN Connection" is a VPN account enabled by PDF to create a secure connection for an Authorized User on the secureWISE Network when a corporate VPN is unavailable.

"Taxes" means applicable sales, use, withholding, value-added (VAT), or other taxes, governmental duties, penalties, or other charges, excluding any tax based solely on net income.

"TBL" means Time-based License, which is a License for a fixed duration of time.

"TDS" means Test Data Services, which are PDF's recipe-execution, data-collection, and secure-routing services for Equipment at an OSAT.

"Usage Data" means information about Authorized Users' activity in connection with Equipment connected through Managed Network Services or other Products or Services. Usage Data is not Customer Cloud Data or Network Data.

"WLG" means Web License Generator, which is PDF's web-based functionality to generate license files for certain PDF Products.