KLA Data Protection Standards

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KLA Corporation and its worldwide affiliates and subsidiaries (collectively "**KLA**") require that its service providers, contractors, suppliers, distributors and other business partners and their employees (collectively "**Supplier**") comply with the requirements set forth in these Data Protection Standards ("**Standards**") and the attached Schedules (each, a "**DPS Schedule**") which form part of, and are subject to the mutually executed agreement(s) made between KLA and Supplier for the provision of the Services (the "**Agreement**") with respect to any information, including personal data as defined by Data Privacy Laws, that KLA or KLA employees, representatives, clients, distributors, or other business partners make available to Supplier in the context of Supplier's business relationship with KLA or a KLA corporate client ("**KLA Data**"). These Standards are incorporated into and amend the Agreement as of the date of the Agreement, or if the Agreement was effective prior to the publishing of these Standards, on the date published above (the "Effective Date").

1. <u>Definitions</u>. The terms used in these Standards shall have the meanings set forth below. All capitalized terms not defined herein will have the meanings given to them in Data Privacy Laws or the Agreement.

    1.1. "Data Privacy Laws" means all laws, regulations, and other legal or self-regulatory requirements in any jurisdiction that are applicable to Supplier's Processing of KLA Data under the Agreement, which may include without limitation, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. ("CCPA") and its implementing regulations and applicable amendments, the General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR"), equivalent requirements in the United Kingdom including the UK Data Protection Regulation and the Data Protection Act 2018 ("UK Data Protection Law").
    1.2. "Security Breach" means any breach of security leading to the accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, KLA Data.
    1.3. "Standard Contractual Clauses" (or "EU SCCs") refers to the clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at http://data.europa.eu/eli/dec_impl/2021/914/oj completed as set out in DPS Schedule 4.

2. <u>Roles of the Parties</u>. The parties have completed DPS Schedule 1 of these Standards which describe the details of Processing under the Agreement. The parties agree that Supplier is solely a Processor of KLA Data and DPS Schedule 4 shall apply.

3. <u>Use and Transfer Limitations</u>. KLA instructs Supplier, and Supplier agrees, to Process KLA Data, solely: (a) in the interest and on behalf of KLA; (b) in accordance with KLA's written instructions; (c) for the limited and specified business purpose(s) of providing the Services as described in the Agreement, including these Standards and for no other commercial purpose; and (d) in accordance with Data Privacy Laws. Supplier is prohibited from attempting to reidentify any deidentified KLA Data. Supplier must return or delete any KLA Data and certify deletion at the end of Supplier's relationship with KLA and at any time at KLA's request. Supplier must impose contractual obligations on all of Supplier's employees, contractors and onward recipients of KLA Data that are at least as protective of KLA Data as these Standards.

4. <u>Comply with Approved Policies</u>. Supplier must keep KLA Data confidential and secure from unauthorized access and other Processing by using Supplier's best efforts and state-of-the art organizational and technical safeguards. Supplier must comply with KLA's Information Security Requirements for Suppliers.

5. <u>Cooperate with Compliance Obligations</u>. At KLA's reasonable request, Supplier must: (a) enable KLA to comply with Data Subject requests; (b) accept amendments to these Standards where Data Privacy Laws require Supplier and KLA to agree to certain contractual terms relating to the Processing of KLA Data; and (c) agree to comply with Data Privacy Laws or industry standards designed to protect KLA Data, including, as applicable, PCI Standards.

6. <u>Non-Compliance</u>. Supplier will promptly notify KLA if Supplier reasonably believes that Supplier can no longer meet any of Supplier's obligations under Data Privacy Laws or these Standards and allow KLA to terminate certain or all Agreements with Supplier, subject to (a) a proportionate refund of any prepaid fees, (b) transition or migration assistance as reasonably required, and (c) without applying any early termination charges or other extra charges.

7. <u>Requests Related to KLA Data</u>. If Supplier receives a request from an individual, government agency or other entity to exercise rights under applicable law with respect to any KLA Data, including but not limited to a request to access, correct or delete the personal data or restrict, object to, or control the Processing of the KLA Data, Supplier must immediately inform KLA, hold off on responding or giving effect to the request without KLA's written consent and instruction unless Supplier is otherwise required to do so by applicable law, and promptly provide all information and assistance necessary for Supplier and KLA to comply with the request in accordance with applicable law.

8. <u>Submit to Audits</u>. Supplier must provide information on Supplier's compliance program and submit to reasonable data security and privacy compliance audits by KLA and, at KLA's request, by an independent third party, or clients of KLA, to verify compliance with these Standards, Data Privacy Laws, and any other applicable contractual undertakings. If Supplier uses KLA Data in violation of law or these Standards, Supplier grants KLA a right, upon notice, to take reasonable and appropriate steps to stop and remediate Supplier's unauthorized use.

9. <u>Notification of Security Breaches and Requests</u>. Supplier will promptly, and in any case no longer than 24 hours of discovery, notify KLA in writing of a Security Breach. Supplier will consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by KLA. Supplier agrees to indemnify KLA from any resulting damages and costs, including, without limitation, identity protection assistance and services procured for Data Subjects and reasonable attorneys' and technical consultants' fees for KLA's handling of the incident.

10. <u>No Information Selling or Sharing for Advertising</u>. Supplier acknowledges and confirms that Supplier does not receive any KLA Data as consideration for any services or other items that Supplier provides to KLA. Supplier shall not have, derive or exercise any rights or benefits regarding KLA Data. Supplier must not sell or share any KLA Data, as the terms "sell" and "share" are defined in the CCPA. Supplier must not collect, retain, use or disclose any KLA Data (a) for targeted or cross-context behavioral advertising, (b) but for the business purposes specified in the Agreement, or (c) outside Supplier's direct business relationship with

KLA. Supplier must not combine KLA Data with other data if and to the extent this would be inconsistent with limitations on service providers or contractors under Data Privacy Laws including the CCPA. Supplier certifies that Supplier understands the rules, requirements and definitions of the CCPA, and all restrictions in these Standards. Supplier agrees to refrain from taking any action that would cause any transfers of KLA Data to or from Supplier to qualify as "selling personal information" or "sharing personal information for advertising" under Data Privacy Laws including the CCPA.

11.   <u>Subprocessors</u>. KLA has authorized Supplier's use of the subprocessors related to the Services provided under the Agreement. Supplier will enter into written agreements with Supplier's subprocessors that include subprocessor obligations to comply with Data Privacy Laws. Supplier is liable for the acts and omissions of Supplier's subprocessors to the same extent Supplier would be liable if performing the services under these Standards directly. Supplier must notify KLA in writing at least thirty (30) days prior to making any changes to its subprocessors. If KLA objects to a new subprocessor, Supplier will use reasonable efforts to make available to KLA a change in the Services or recommend a commercially reasonable change to KLA's Services to avoid Processing of KLA Data by the objected-to new subprocessor. If Supplier is unable to make available either change within 30 days, KLA may terminate the Agreement without penalty.

12.   <u>International   Transfers</u>.   Where   GDPR   or   UK   Data   Privacy   Law   apply, Supplier shall not Process any KLA Data (nor permit any KLA Data to be Processed) in a territory outside the EEA or UK unless it has taken such measures as are necessary to ensure that the transfer is in accordance with GDPR or UK Data Protection Law.   In particular, where such KLA Data is to be transferred outside of the EEA or UK to Supplier or another recipient which is not located in a territory which has been considered adequate under GDPR or UK Data Privacy Law, the EU SCCs (as supplemented by the UK Addendum, where required by applicable law) will be incorporated by reference into, executed, and made a part of these Standards, in accordance with the additional details set out in DPS Schedule 4.

13.   <u>Integration</u>. These Standards apply in addition to, not in lieu of the Agreement, except as specifically and expressly agreed in writing with explicit reference to these Standards. For the avoidance of doubt, in the event of conflict with other terms related to the Processing of KLA Data, these Standards shall apply. These Standards shall not create any rights for anyone other than KLA.

DPS SCHEDULE 1
DETAILS OF PROCESSING

KLA as Controller:
As between the parties and for the purposes of these Standards, KLA shall be the Controller of certain KLA Data provided to Supplier to provide the Services.

Address: Please see the Agreement.

Contact details: privacy@kla.com

Activities relevant to the data transferred under these Clauses: Use of Services or other activities as described in the Agreement.

Date: Effective Date

Supplier as Processor:
As between the parties and for the purposes of these Standards, Supplier is the Processor who processes KLA Data to provide the Services to KLA pursuant to the Agreement.

Specific types of Personal Data Processed under the Agreement as a Processor: KLA Personal Data to the extent required to perform the Services under the Agreement.

Specific types of Personal Data Processed under the Agreement as a Controller: N/A.

Specific types of Personal Data Processed under the Agreement as both Processor and Controller: N/A.

Address: Please see the Agreement.
Contact details: Please see the Agreement.
Activities relevant to the data transferred under these Clauses: Services or other activities as described in the Agreement.

Date: Effective Date

Data subjects: The Personal Information transferred concern the following categories of data subjects : KLA employees and former KLA employees

Categories of data: The Personal Information transferred concern the following categories of data: Contact information and other Personal Information to the extent it is required to perform the Services under the Agreement.

Special categories of data (if appropriate)

The Personal Information transferred concern the following special categories of data: N/A.

Frequency of transfer: The Personal Information is transferred on a continuous basis as required for the provision of Services to KLA or as otherwise described under these Standards.

Nature and purpose of Processing: The Personal Information transferred will be subject to the following basic processing activities:

Supplier is instructed to anonymize, deidentify and/or aggregate those elements of the KLA Data that relate to KLA's use of the Service, so that such information (i) is no longer Personal Information under Data Privacy Laws; and (ii) does not relate to KLA.

Retention of data and duration of Processing: Supplier shall retain the Personal Information for as long is required to provide the Services to KLA.

Transfers to Sub-Processors:
Supplier may transfer KLA Data to Sub-Processors as permitted under these Standards. The Processing will continue as necessary for the provision of the Services to KLA.

EU Competent Supervisory Authority: The EU Competent Supervisory Authority for the purpose of these Standards is: The German Supervisory Authority.

DPS SCHEDULE 3

KLA CORPORATION INFORMATION SECURITY REQUIREMENTS for SUPPLIERS

To be provided

DPS SCHEDULE 4

CONTROLLER-TO-PROCESSOR CROSS-BORDER DATA TRANSFERS

List of Parties	See the Standards or the Agreement.
Applica bility/R oles	**For data exports from the European Economic Area (EEA):** The modules of the SCC approved by the European Commission in Decision C(2021) 3972 ("**EU SCC**") that correspond to the parties' roles as Processor or Controller in the context of the International Transfer shall apply. **For data exports from the United Kingdom ("UK"):** The modules of the EU SCC that correspond to the parties' roles as Processor or Controller in the context of the International Transfer, as such EU SCC are amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, Version B.1.0 (March 21, 2022), issued under S1198A(1) of the Data Protection Act 2018 ("**UK Addendum**"), each of which shall be completed as set forth in the UK SCC section below.

EU SCC	• The parties select Option 2 (General Written Authorization) in Clause 9 (Use of Sub-Processors), in relevant modules, and Annex 3 (List of Sub-Processors) therefore does not apply. The time period within which an importer must inform the exporter of intended changes to Sub-Processors is the time period set forth in the DPA section applicable to Personnel and Sub-processors.
	• The optional clause in Clause 7 (Docking) of the EU SCC applies. For purposes of the List of Parties in Annex 1 of the EU SCC, the parties will make a list of any authorized Affiliates available upon request.
	• The optional clause in Clause 11(a) (Redress) of the EU SCC does not apply.
	• The parties select Option 1 in Clause 17 (Governing Law) of the EU SCC, in relevant modules, and agree to the law and courts of Germany for purposes of Clause 17 and Clause 18 (Choice of Forum and Jurisdiction).
	• For purposes of Annex I of the EU SCC:
	  o The description of Processing in the DPS Schedule applies to International Transfers, unless otherwise specified.
	  o Personal Data may be transferred on a continuous basis.
	  o When KLA acts as an exporter, the German DPA is the competent Supervisory Authority. When another party acts as an exporter, such party will confirm the competent supervisory authority in accordance with Clause 13 of the EU SCC.
	• For purposes of Annex II of the EU SCC, the technical and organizational measures are set forth in the DPS Schedule 3.

UK SCC	**Table 1** shall be completed as set forth in the Standards and the Agreement. **Table 2:** The selection shall be "the Approved EU SCC, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCC brought into effect for the purposes of this Addendum" and the table shall be completed as follows:

	• The operative modules shall be deemed completed in a manner corresponding with the parties' roles as set forth in the Standards and DPS Schedule. • Clause 7 (Docking Clause) applies. • Clause 11 (Option) does not apply. • Clause 9a (Prior Authorization or General Authorization) shall be "General Authorization," and the time period, "as set forth in the DPS section applicable to Personnel and Sub-processors". • The question, "is personal data received from the Importer combined with personal data collected by the Exporter" shall be "no," unless otherwise specified in the DPS Schedule. **Table 3** shall be completed as follows: • Annex I.A: "The parties will make a list of any authorized Affiliates available upon request." • Annex I.B: "The Description of Processing in the DPS Schedule applies to all Restricted Transfers, unless otherwise specified. Personal Data may be transferred on a continuous basis." • Annex II: "The technical and organizational measures are set forth in the DPS Schedule." • Annex III: "N/A" **Table 4:** The selection shall be "Exporter."