

STANDALONE FRONTLINE SOFTWARE TERMS AND CONDITIONS

Version 2023.3.01

KLA Corporation, through a distribution agreement, licenses and services Frontline software products (previously licensed by Frontline PCB Solutions LP ("Frontline")). KLA Quotations relating to Frontline software products are subject to these Standalone Frontline Software License Terms ("Frontline License Terms"). These Frontline License Terms may be modified from time to time without notice and the latest version of this document (which can be found online at: kla.com/terms) shall control. The Quotation is KLA's offer to sell or license Frontline products. The Quotation and the underlying transaction will not be binding on KLA until the Quotation is signed by KLA. Acceptance of the Quotation is strictly limited to the provisions set forth in the Quotation and these Frontline License Terms. KLA shall not be bound by, and specifically and expressly objects to, any terms or conditions whatsoever which are different from or in addition to the provisions of the Quotation and these Frontline License Terms (except for the provisions of KLA General Terms and Standard Equipment Terms and Conditions where applicable), including any terms and conditions contained on or referenced in Customer's purchase order. Customer's issuance of a purchase order or commencement of any activities pursuant to the Quotation shall conclusively evidence Customer's acceptance of the Quotation, these Frontline License Terms and KLA's General Terms, which are incorporated by reference herein and are either attached hereto, or available at www.kla.com/terms or on request, all of which create a binding contract between Customer and KLA hereunder, regardless of whether the Quotation has been signed by Customer. Note that any installation requirements referenced herein and/or in the Quotation may contain additional requirements.

1. Definitions.

'Product(s)' or 'Software' means one or more of Frontline software programs including all executable files, electronic data, software as a services, and accompanying documentation (including manuals, training and education materials), updates, upgrades, accessories, or additions purchased from or supplied by KLA.

'Quotation' means any standard KLA equipment or product sales, product license or maintenance service quotation.

'Cloud Usage' means Software as a service feature, licensed per Annex 1, to the extent such license is purchased by Customer.

2. License.

Title to all Software shall remain with KLA. Subject to the terms and conditions specified hereunder including timely payment of any applicable license fees, KLA grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use this copy of Frontline Software, solely for Customer's internal activities related to Customer's Printed Circuit Board pre-production activities, within the local area network at the installation site or geographical area as provided by the license purchased and otherwise according to the terms of this Agreement and for the term for which Customer has paid the applicable license fee. Licenses may also be limited by time, as provided in the license purchased. The license granted herein shall extend for the life of the Products in Customer's possession, provided that any transfer of the Products or breach of Sections 7 or 8 hereof by Customer shall result in immediate and automatic termination of this software license. Customer's use of the Software shall also be governed by any additional conditions which KLA may provide on or prior to delivery of the Software. Cloud Usage is subject to the terms of Annex 1.

3. Configuration.

The Software is licensed to Customer provided that Customer has paid the required license fee for the Software or for an older version of the Software with a specified number of seats and has purchased the optional software packages.

4. Local Licenses.

4.1. If Customer has purchased a "Local" license (i.e., not a "Continental" or "Global" license), Customer may install and use that program on one work station/computer with the maximum number of concurrent seats located on the same local area network within the Installation Site and the optional software packages as specified in Customer's paid license. The Software shall be deemed accepted upon delivery.

4.2. A "Local" license for an InSight PCB program can be used by the maximum number of concurrent seats located in the specific time zone specified in the paid license designation form. This time zone shall be designated as the time zone where either (i) the users are located or (ii) a remote server is located, but in any event only one (1) such time zone shall be designated.

4.3. If Customer has purchased an "InPlanConcurrentSites" Local license, Customer will be able to access the Software from different sites/servers/schema in the same time zone simultaneously, in accordance with the license that Customer has purchased

5. Geographical Licenses.

If Customer has purchased a geographical license (available for Insight PCB and InStack Design programs) Customer may use the Software only within the location(s)/region(s) specified in the paid license designation form, as follows:

5.1. Continental licenses can only be used by the maximum number of concurrent seats as specified in Customer's paid license that are located in a time zone region up

to 3 hours from the time zone of the remote server location (including DST time differences), as designated in the paid license designation form.

5.2. Global licenses (for Insight PCB and InStack Design programs) can be used by the maximum number of concurrent seats as specified in Customer's paid license across the globe, regardless of the location of the server/users.

5.3. Customer may not use the Software in any way outside of the designated time zone region and any such use shall be a breach of the license and may void the license.

5.4. Use of remote terminals linked into clients outside of the purchased time zone region is forbidden.

5.5. Customer should carefully consider and select the time zone region Customer wishes to purchase. Once purchased, time zone regions cannot be modified for the duration of the term of the license. No hybrid licenses are granted. All modules of the Software must be purchased for the specific time zone region. KLA does not provide upgrades to Local or Continental licenses during the license term, nor does KLA allow downgrades during the license term.

5.6. With its license, Customer will receive a key/code set to the number of seats, the optional software packages Customer purchased, and the Node I.D. of Customer's work station/computer. The key identifies Customer's system and hardware environment and may only be utilized on such Customer's identified system and environment. This key will enable the installation and use of the Software according to the restrictions of the paid license. The Software shall be deemed accepted upon delivery. The key/code may not be used by any party other than Customer and/or in any site other than the site for which the license was purchased. In the event that the key detects use or installation of Software on any environment or site other than Customer system for which the license was purchased, it shall immediately lockout and Customer's license shall automatically expire.

6. Additional Rights and Obligations.

Regardless of the type or version of the Software to which Customer purchase a license, and regardless of the number of seats and optional software packages Customer may have purchased:

6.1. Customer may make one copy of the Software solely for backup purposes (except for Cloud Usage to which no copy is permitted).

6.2. Customer may not and will not permit any person or entity to:

(i) Modify, translate, reverse engineer, or attempt to reconstruct, identify, or discover any source code or algorithm, decompile, disassemble, create derivative works based on, incorporate into or combine with other software, or copy (except for a sole backup copy) the Software;

(ii) Resell, transfer sublicense, share or rent to any person, or otherwise allow others to use, all or any part of the Software without the prior written consent of KLA;

(iii) Remove any proprietary notice, labels, or marks on the Software;

(iv) Use this Software other than for Customer's internal business purposes in the area of Printed Circuit Board pre-production activities; or

(v) Use this Software outside the country in which it was licensed or on a local area network other than the one on which initially installed regardless of whether such use was accomplished by physical or electronic transfer of the Software.

6.3. If Customer has licensed this Software to upgrade a prior version of the Software, the originals and all copies of the prior version, including any copies resident on Customer's hard disk, must be destroyed within ninety (90) days of the delivery of the upgrade.

6.4. KLA may, at its sole discretion, use or combine license management programs with any Software, which automatically monitor and enforce license restrictions and

limitations, provided that such precautions shall not relieve Customer of its primary responsibility to ensure compliance with these Frontline License Terms. Customer expressly agrees to be fully responsible for compliance by all authorized users with these Frontline License Terms, to take all actions reasonably requested by KLA to protect the rights of KLA in the Software and documentation, and to indemnify and hold KLA harmless against any loss resulting from a breach of these Frontline License Terms by any authorized user or any individual or entity that Customer caused, enabled or allowed to use the Software in any manner not authorized under these Frontline License Terms.

7. All Rights Reserved.

Title and all rights and interest, including, but not limited to, all intellectual property rights in and to the Software and documentation, are and remain owned exclusive by KLA and/or its affiliate, subject only to the limited rights that KLA expressly grants in these Frontline License Terms. Without limiting the foregoing, Customer acknowledges that nothing herein shall constitute a sale of any Software or documentation (or any intellectual property in and to Software and documentation), including any copies and portions thereof.

8. Transfers and Other Actions Under Mandatory Law.

If Customer sells or otherwise transfers to a third party any hardware or media in which any Software is embedded or otherwise contained, Customer shall remove or delete all such Software prior to the transfer, unless KLA confirms in writing that the transferee has entered into a license agreement with KLA for such Software and has paid the applicable license fees. To the extent that Customer is expressly permitted by applicable mandatory law to transfer the Software to a third party, or copy, or use the Software in any manner not expressly authorized under these Frontline License Terms, Customer agrees to refrain from exercising such rights unless and until Customer has given KLA three (3) weeks' prior written notice of Customer's intent to exercise any such rights and KLA has not offered reasonable alternatives to Customer's exercise of the mandatory rights within such three (3) week period.

9. Payment.

Customer shall pay the applicable license fees per the Quotation and according to the payment terms therein. If no payment terms are set in the Quotation, payment shall be made in accordance with KLA General Terms.

10. Limited Warranty

10.1 Limited Warranty. KLA warrants that on the delivery date, the Software substantially conforms to the specifications in the applicable documentation, subject to the limitations and exclusions herein.

10.2 Exclusions. Customer has no warranty rights with respect to defects or non-conformities caused by (i) use of the Software with hardware or software that was not expressly specified in writing by KLA as suited for use with the Software; (ii) Customer's failure to follow KLA's operating instructions; (iii) failure to implement all updates, upgrades, and other new releases of Software made available to Customer; (iv) changes to the Customer environment, in which Software was provided; (v) acts or omissions of persons other than KLA or its authorized representatives; (vi) installation or modification of the Software by someone other than KLA or persons certified by KLA; (vii) abuse, use at an unsafe or not suitable site, unusual physical or electrical stress; (viii) relocation of Software without, or not in accordance with, a prior written authorization by KLA, or (ix) Force Majeure conditions as defined KLA's General Terms.

10.3 No Warranties for Updates. KLA does not extend any warranties under these Frontline License Terms or any updates that KLA may provide under KLA's Software Maintenance Terms. Any warranties for any updates are exclusively and finally provided for under KLA's Software Maintenance Terms.

10.4 No Warranty for Third Party Products. KLA does not extend any warranties and KLA disclaims all responsibilities for third party products. If a manufacturer or supplier of third party products makes any documentation providing for an end-user warranty available to KLA, then KLA shall forward such documentation to Customer.

10.5 No Third Party Rights. Any warranties extended by KLA (i) are nontransferable and for Customer's benefit only, and (ii) shall expire effective immediately if Customer transfers any Software to any third party.

10.6 Exclusive Remedies. If the Software materially fails to conform to the limited warranty set forth in this Section above, KLA shall, at its sole discretion (i) repair or replace the non-conforming Software to remedy the non-conformity identified by Customer in accordance with Section 10.7 below (Warranty Period); or (ii) refund to Customer the amounts paid for the Software in exchange for return of the non-

conforming Software, in which case all licenses granted to Customer under these Frontline License Terms for such Software shall be automatically revoked. This Software warranty does not obligate KLA to provide any on-site repair or on-site replacement of Software. At KLA's discretion, repair of the Software may be made in later releases of Software and may require the purchase of additional software or hardware at Customer's expense. THE REMEDIES EXPRESSLY PROVIDED IN THIS SECTION 10.6 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST KLA WITH RESPECT TO ANY NONCONFORMANCE OF SOFTWARE.

10.7 Warranty Period. Unless KLA expressly specifies or agrees on a different warranty period in the Quotation or in a duly signed writing, the warranty period for Software shall be ninety (90) days. The warranty period shall begin on the delivery date. Customer shall have no warranty claims under Section 10.1 (Limited Warranty), unless KLA receives from Customer, during the warranty period (i) a written notice describing the warranty breach in reasonable detail ("Warranty Claim"); and (ii) remote and physical access to the affected Software as well as information in sufficient detail to enable KLA to reproduce and analyze the failure.

10.8 Costs and Procedure. If KLA receives a Warranty Claim in accordance with this Section 10, and any procedure guidelines that KLA may publish or make available to Customer ("Warranty Guidelines"), KLA will not charge for any repair, replacement, error identification, or correction of the non-conforming Software. If Customer's Warranty Claim fails to meet any of the requirements of this Section 10 KLA's then-current Time & Materials Services Terms (available on request) shall apply to any error identification or correction efforts, repair, replacement, and shipment costs by KLA and Customer shall compensate KLA accordingly on a time & materials basis at KLA's then-current rates (available on request).

10.9 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 10.1 (LIMITED WARRANTY), KLA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND, WITHOUT LIMITING THE FOREGOING, MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERRORFREE, THAT ITS PERFORMANCE OR OPERATION WILL BE UNINTERRUPTED, OR THAT THE SOFTWARE WILL PERFORM ON ANY HARDWARE OR WITH ANY SOFTWARE, EXCEPT AS EXPRESSLY CERTIFIED AS INTEROPERABLE BY KLA IN THE APPLICABLE DOCUMENTATION.

11. Integration.

Customer's obligations pursuant to this Frontline License Terms shall be in addition to, and shall not derogate from, Customer's obligations pursuant to any license for the Software that Customer may have.

12. Open Source Software: Third Party Software.

Third party open source software or other third party software may be included in some Software. For additional information please refer to the Software documentation. Unless otherwise set forth herein or in the Software documentation, third party software and open source software are provided 'as is' without any warranty whatsoever and under the terms of the applicable license for such software.

13. Oracle Software.

Certain Software may contain embedded software provided by Oracle (the "Embedded Oracle Software"). In addition to the other terms of this Agreement, the following terms shall apply with respect to the Embedded Oracle Software:

13.1. This license is for utilization of the Embedded Oracle Software within the Software only. Customer may not install or configure the Embedded Oracle Software separately and independently from this application program.

13.2. Customer must access information from the Embedded Oracle Software either through pre-packaged reports, add-hoc reports or by utilizing the available APIs that are included in the Software. Customer may not navigate the underlying data schema of the Embedded Oracle Software. Customer may not directly access the Oracle Data Base and options or use Oracle-supplied APIs to establish the transfer of data. Management

of the data transfer must be done through predefined Frontline APIs included in the Software.

13.3. Upgrades and/or updates to the Embedded Oracle Software are certified and distributed as a component of the Software and Customer may not otherwise upgrade the Embedded Oracle Software.

13.4. The inclusion of the Embedded Oracle Software does not create any business relationship between Oracle and Customer with regard to the Embedded Oracle Software. KLA is responsible for providing all related Oracle services, support and education for the Embedded Oracle Software and in the event that KLA discontinues providing customer service, support, or education to Customer, Oracle will not be obligated to provide ongoing service, support, or education to Customer for the Embedded Oracle Software.

14. Mentor Graphics Software.

Certain Software may contain embedded software provided by Mentor Graphics (the "Embedded Mentor Graphics Software"). In addition to the other terms of this Agreement, the following terms shall apply with respect to the Embedded Mentor Graphics Software:

14.1. This license is for utilization of the Embedded Mentor Graphics Software within the Software only. Customer may not install or configure the Embedded Mentor Graphics Software separately and independently from this application program.

14.2. Customer must access information from the Embedded Mentor Graphics Software either through pre-packaged reports, add-hoc reports or by utilizing the available APIs that are included in the Software. Customer may not navigate the underlying data schema of the Embedded Mentor Graphics Software. Customer may not directly access the Mentor Graphics Data Base and options or use Mentor Graphics-supplied APIs to establish the transfer of data. Management of the data transfer must be done through predefined Frontline APIs included in the Software.

14.3. Upgrades and/or updates to the Embedded Mentor Graphics Software are certified and distributed as a component of the Software and Customer may not otherwise upgrade the Embedded Mentor Graphics Software.

14.4. The inclusion of the Embedded Mentor Graphics Software does not create any business relationship between Mentor Graphics and Customer with regard to the Embedded Mentor Graphics Software.

14.5. KLA is responsible for providing all related Mentor Graphics services, support and education for the Embedded Mentor Graphics Software and in the event that KLA discontinues providing customer service, support or education to Customer, Mentor Graphics will not be obligated to provide ongoing service, support, or education to Customer for the Embedded Mentor Graphics Software.

15. MySQL Software.

Certain Software may contain embedded software provided by MySQL (the "Embedded MySQL Software"). In addition to the other terms of this Agreement, the following terms shall apply with respect to the Embedded MySQL Software:

15.1. This license is for utilization of the Embedded MySQL Software within the Software only. Customer may not install or configure the Embedded MySQL Software separately and independently from this application program.

15.2. Customer must access information from the Embedded MySQL Software either through pre-packaged reports, add-hoc reports or by utilizing the available APIs that are included in the Software. Customer may not navigate the underlying data schema of the Embedded MySQL Software. Customer may not directly access the MySQL Data Base and options or use MySQL-supplied APIs to establish the transfer of data. Management of the data transfer must be done through predefined Frontline APIs included in the Software.

15.3. Upgrades and/or updates to the Embedded MySQL Software are certified and distributed as a component of the Software and Customer may not otherwise upgrade the Embedded MySQL Software.

15.4. The inclusion of the Embedded MySQL Software does not create any business relationship between MySQL and Customer with regard to the Embedded MySQL Software.

15.5. KLA is responsible for providing all related MySQL services, support and education for the Embedded MySQL Software and in the event that KLA discontinues providing customer service, support or education to Customer, MySQL will not be

obligated to provide ongoing service, support, or education to Customer for the embedded MySQL Software.

16. Default and Remedies.

16.1. By providing Customer with written notice of termination, KLA may immediately terminate this Agreement if (i) KLA determines in its sole discretion that any material representation or warranty now or hereafter made by Customer was not true or accurate when given, or (ii) Customer is in breach of a Quotation or these Frontline License Terms or otherwise defaults on any of its duties, including, but not limited to, timely payments of sums due, and fails to cure this default within five (5) days after KLA gives Customer written notice of default.

16.2. Upon any such default, KLA may: (i) declare any and all sums payable as to any and all Products or Service immediately due and payable, without further notice or demand; (ii) without notice, demand, court order or other process of law, deactivate, disable and/or repossess any or all Product(s) by any means whatsoever and keep or dispose of said Product(s) according to law; (iii) terminate or suspend the license or any Service as to any and all Products and suspend any other KLA obligations; and (iv) pursue any other remedies available at law or in equity.

16.3. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies provided herein or available at law or in equity. Customer shall indemnify KLA for all costs and expenses, including reasonable attorney's fees, incurred by KLA in exercising any of its rights or remedies or enforcing any provisions herein or within a Quotation.

16.4. Customer shall not be entitled to a refund of any payments for or Products or license fees payments made prior to any payment default and such prior payments are agreed and acknowledged by the parties hereto to be nonrefundable fees for the use of the Products prior to the default.

16.5. KLA's General Terms and Sections 1, 6.2, 7, 8, 9, 10, 16.5, 18, 20 and 21 to these Frontline License Terms, shall survive termination of any or all licenses granted hereunder.

17. Assignment: Credit Investigations.

KLA may assign or transfer any of its rights and obligations to any KLA entity and/or a third party at its sole discretion. Customer may not assign its rights and/or obligations under this agreement without KLA prior written consent. Any assignment in violation of this clause shall be null and void. At KLA prior written consent, Customer may assign the right to purchase a license hereunder to a third party leasing company provided that such third party leasing company executes a valid purchase order, and KLA's standard form of software license agreement. In such event, Customer agrees to execute KLA's form of assignment in conjunction with such lease and all required lease documents ten (10) days prior to the Product delivery. Customer hereby authorizes KLA to conduct a credit investigation of Customer. If KLA does not grant credit approval, KLA may revoke the transaction by written notice.

18. **Audit.** Customer agrees to keep complete, correct and detailed records relating to (i) use of the Software and documentation, including, at a minimum, the location of all Software and back-up copies of Software and documentation. At KLA's request and upon ten (10) days prior written notice, KLA and/or its authorized representatives (e.g. an accountant and/or computer expert) — collectively, the "Auditors" — shall have the right to inspect and audit Customer's compliance with these Frontline License Terms at Customer's facilities and other applicable locations, at any time, during normal business hours, but no more than twice per year. Customer shall fully cooperate with such audit and grant all required assistance and access to all records, materials and equipment. If an audit reveals that Customer possesses or at any time possessed unlicensed copies of the Software or documentation, or that Customer did not remove or delete all copies of Software and documentation that Customer was obligated to remove or delete in accordance with Section 8 (Transfers and other Actions under Mandatory Law), Customer shall immediately pay for such copies the greater of the fees applicable per KLA's standard rates and prices at the time of (a) contract formation; (b) Customer's unauthorized copying; or (c) the completion of the audit. If such fees amount to more than ten percent (10 %) of the amount previously paid or payable to KLA under these Frontline License Terms for the audited time period then (y) Customer shall reimburse KLA for all expenses related to the audit; and (z) KLA shall have the right to immediately terminate at its sole discretion either all or only the affected — licenses by giving written notice, effective immediately. The Auditors shall not disclose any of Customer's information except as related to any non-compliance with these Frontline License Terms or infringements of KLA's rights. KLA's rights and remedies under this Section 18 shall

be in addition to and not in lieu of any other rights or remedies that are available to KLA at law or in equity.

19. Notices.

All notices shall be in writing and shall be hand-delivered or sent by certified or registered mail, return receipt requested, or by facsimile transmission. All notices to Customer will be to its address provided in the Quotation. All notices to KLA will be addressed to: KLA Corporation, One Technology Drive, Milpitas, California 95035.

20. General Provisions.

These Frontline License Terms, together with all Quotations and KLA General Terms, represent the entire agreement between the parties regarding the subject matter,

superseding and replacing any additional or inconsistent terms and conditions contained on the face or reverse side of Customer's purchase orders or other standard forms of Customer of whatever date and cancels all prior understandings, written or oral. No amendment, waiver, or cancellation of any part of this Agreement shall be valid unless in writing and signed by an authorized officer of each of Customer and KLA.

21. Choice of Law.

The Agreement and any related dispute between the parties ("Disputes") shall be governed by the laws set forth in the region-specific version of the KLA General Terms for the specific jurisdiction, and if no governing laws are set forth, then the laws of the State of California, excluding its conflict of laws principles, shall apply.

Annex 1 to Standalone Frontline Software License Terms

Cloud Services Supplement Terms

These Supplement Terms shall apply with respect to usage of Cloud Services purchased by Customer in addition to other Frontline Programs and may be accepted by manual signature or through electronic system as specified by KLA. Clicking 'accept' or using any Offering indicates that Customer has read, understood, and accepted these Supplement Terms. If Customer does not accept these Supplement Terms, Customer must not use any Offering and return any Offering to KLA prior to installation or use. Any other Software licenses will be governed by the applicable software license agreement(s) attached to or referred in the applicable Offering.

1. Definitions

"Cloud Services" means online services and associated cloud-based APIs (application programming interfaces) made available by KLA under this Agreement, including but not limited to, software-as-a-service, platform-as-a-service, cloud hosting services, e-commerce and online training services, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third Party Content.

"Content" means data, text, audio, video, images, models, designs or software.

"Customer Content" means Content entered by Customer or any User into Cloud Services and any output generated by Customer or any User through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by KLA or its affiliates or their respective licensors and made available by KLA or its affiliates through or within Cloud Services.

"Documentation" means the instructions for use, learning materials, technical and functional documentation, and API information made available by KLA with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by KLA from time to time.

"Entitlements" means, with respect to any Offering types, limits, volume, or other use restrictions as set forth in the applicable Order or this Agreement Supplement, including but not limited to number and categories of authorized Users, geographic areas, available storage, computing power, or other attributes and metrics.

"Offering" means an individual offering, made available by KLA and identified in an Order, which consists of Cloud Services, Software or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

"Order" means an order form (Order Form), statement of work (SOW) or similar ordering document that (i) refers to the terms of this Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, (ii) has been issued by Customer by manual or electronic signatures or through an electronic system specified by KLA, and (iii) is accepted by KLA.

"Professional Services" means training, consulting, engineering, or other professional services provided by or on behalf of KLA under this Agreement pursuant to an Order, excluding Cloud Services.

"KLA IP" or "Frontline IP" means all patents, copyrights, trade secrets, and other intellectual property rights (including such that are owned by KLA licensors) in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

"Software" means Frontline software licensed by KLA under this Agreement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

"Frontline Software License Terms" or "SLA" means the Standalone Frontline Software License Terms pertaining to Frontline products.

"Subscription Term" means the time period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.

"Supplement Terms" or "Agreement" means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.

"Third Party Content" means Content, applications, and services owned or controlled by a third party and made available to Customer through or in connection with Cloud Services.

"User" means a person or entity that accesses an Offering under this Agreement, whether such access is given by Customer, by KLA at Customer's request, or by a third party authorized by Customer.

2. Orders; Delivery and Payment

a. **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement, the Frontline Software License Terms, and all applicable Supplement Terms.

b. **Delivery.** Delivery of Cloud Services occurs when KLA makes Cloud Services available to Customer for access and use. Delivery of Software occurs upon Customer's receipt of license key/code according to the SLA.

c. **Payment.** In consideration for the license granted with respect to Cloud Services, Customer shall pay KLA a usage fee based on the package set forth in the Offering. EXCEPT AS EXPRESSLY SET FORTH IN THESE SUPPLEMENT TERMS, USAGE FEE IS NON- REFUNDABLE. Professional services are subject to additional fees. Payment terms will be as set forth in the Offering. Customer acknowledges that payment of the usage fee shall commence as of delivery per Section 2(b) above. Customer is solely responsible for payment of any taxes resulting from the acceptance of the license herein. If any such taxes are required to be withheld, Customer shall pay KLA an amount such that the net amount payable after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement. Any payment not paid within 7 (seven) days of its due date shall bear interest at the rate of 1.5% per month (but no more than the maximum rate allowed by applicable law), and shall constitute sufficient cause for KLA to immediately suspend performance and terminate this Agreement.

3. License to Cloud Services

a. **License.** Subject to the terms and conditions herein, during the applicable Subscription Term, KLA grants Customer a nonexclusive, nontransferable, non-sublicensable, limited right to access and use Cloud Services solely in accordance with the Entitlements and this Agreement.

b. **Users.** The number and categories of Users authorized to access the Cloud Services are defined in the SLA, and if no such defined terms in the SLA such numbers and categories will be defined in the Entitlements. Customer will ensure that all Users comply with Customer's obligations under this

Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by a User or any unauthorized access of the account of a User, Customer will immediately notify KLA and terminate the relevant person's access to Offerings. Customer is responsible for any act or failure to act by any User or any person using or accessing the account of a User in connection with this Agreement.

c. General Use Restrictions. Customer will not, and will not permit any person or entity to (i) resell, transfer, sublicense, share, publish, loan, or lease the Cloud Services or Software or credentials, or use any Cloud Services or Software or credentials for the benefit of any third party without the prior written consent of KLA, (ii) modify, alter, tamper with, repair, or create derivative works of Cloud Services, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Cloud Services, (iv) use any Offering in a manner that could subject Cloud Services to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, (vi) use the Cloud Services to provide third parties with managed services or any other services or (vii) remove any proprietary notices or legends contained in Cloud Services or Offering. Customer will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Offerings. Customer may copy Documentation only as required to support use of the Offering as expressly authorized in this Agreement and will ensure that any such copy includes all proprietary notices contained in the Documentation as received from KLA.

d. Security of Customer Systems. Customer is responsible for the security of Customer's systems, including Software on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer's systems.

e. Reservation of Rights. All Software, Cloud Services, and non-public Documentation are trade secrets of KLA and its licensors. KLA or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and KLA IP. KLA and its licensors reserve all rights in Offerings and KLA IP not expressly granted in this Agreement.

f. No-Charge Offerings: Previews: Trial. All (i) Offerings provided at no charge to Customer ("No-Charge Offerings"), and (ii) features or services offered for evaluation or otherwise as part of Cloud Services prior to their general release that are labeled or otherwise communicated to Customer as 'trial', 'evaluation', 'preview', 'pre-release', 'early access', or 'non-general release' ("Previews"), are provided "AS IS" without warranty, indemnity, support, or other commitments. KLA may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer's use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings identified on an Order as being 'demo', 'test', 'evaluation', 'trial', 'beta', or similar for internal test and evaluation purposes, and not for production or other commercial purposes. Previews are limited to a maximum license hours CAP or thirty (30) days. If you are using the Previews, you are not entitled to hard-copy documentation or support.

g. Information Obligations: Audit. Customer will provide information or other materials that KLA reasonably requests to verify Customer's compliance with this Agreement. KLA may, during regular business hours and upon reasonable advance notice, conduct an audit of Customer's compliance with this Agreement. Customer will permit KLA or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist KLA in determining compliance with this Agreement. KLA and its agents will comply with reasonable security procedures communicated to KLA while on Customer's premises.

4. Additional Terms for Software

The following additional terms apply to any Software contained within an Offering:

a. SLA. Software is provided under KLA's Frontline Software License Terms as defined above.

b. Object Code. Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by KLA in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by KLA and subject to the license set forth in Section 3(a). Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Cloud Services.

c. Third Party Software. Software and/or Cloud Services may contain third-party software, technology, and other materials, including open source software, licensed by third parties ("Third-Party Technology") under separate terms ("Third-Party Terms"). Third-Party Terms are specified in the Documentation, Supplement Terms, "read me" files, header files, notice files, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-Party Technology. If Third-Party Terms require KLA to furnish Third-Party Technology in source code form, KLA will provide it upon written request and payment of any shipping charges.

5. Additional Terms for Cloud Services

a. Service Level. During the Subscription Term, KLA will provide standard support for Cloud Services as set forth in its Offering.

b. Changes to Cloud Services. Cloud Services may be modified, discontinued, or substituted by KLA from time to time. During a Subscription Term, KLA will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by KLA's vendors or subcontractors (e.g., the termination of KLA's relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. KLA will notify Customer of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and Customer may terminate the Order for the applicable Offering upon written notice to KLA, which termination right must be exercised within 30 days after receipt by Customer of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, KLA will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.

c. Use of Messaging Services. To the extent the Cloud Services include a communications feature between authorized Users, Customer shall be able to send emails or other messages to Users and/or third parties. Customer is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of KLA's control, and there is no warranty that notifications will reach their intended destination in a given timeframe.

d. Out of Scope. Cloud Services specifically exclude Third Party Content, even if such Third Party Content interoperates with Cloud Services, can be accessed on or from Cloud Services, or is offered in an online marketplace provided by KLA or any of its affiliates or business partners. Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by KLA with or as part of Third Party Content. KLA will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Cloud Services also specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by KLA to provide Cloud Services.

e. Acceptable Use Policy: Indemnity. Customer will comply, and ensure that all Users comply, with the Acceptable Use Policy in Schedule 1

attached hereto ("AUP"). Customer will indemnify KLA, its affiliates, its subcontractors, and their representatives against any third party claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to (i) any violation of the AUP by Customer or any User, (ii) any violation of laws or regulations, or rights of others by Customer's or any User's use of any Offering, or (iii) Customer Content.

f. Ownership and Use of Customer Content. KLA will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Customer grants KLA and its subcontractors the limited non-exclusive right to store and use Customer Content only for the purpose of providing the Cloud Services, or as otherwise permitted by this Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. KLA recommends Customer confirm the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations. Customer represents and warrants that (i) it has the right to use the Customer Content and permit KLA to use it in connection with the Cloud Services; (ii) Customer Content is legally acquired in accordance with all applicable data protection laws and privacy standards; (iii) it shall not knowingly use the Cloud Services in manner that is unlawful or infringes a third party's intellectual property rights or privacy rights.

g. Protection of Customer Content. Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies. Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public through use of certain Cloud Services. If Customer elects to use such features, Customer Content may be accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Content, and Customer's election to use such features is at its sole discretion and risk. Upon expiration of the Subscription Term, KLA shall be entitled to remove Customer Content from the Cloud Services. In any event KLA shall not be liable for any data loss or back up of Customer Content.

6. Data

a. Security and Data Privacy. Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where KLA acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at [KLA Supplier Data Protection Standards 2021.11.16.pdf](#), including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated herein by reference.

b. Systems Information. KLA and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of the Cloud Services, Software and/ or from Customer Content (collectively, "Systems Information"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable. KLA may disclose Systems Information to an KLA-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to Customer. To determine unauthorized use of Cloud Services or Software licenses, KLA reserves the right to embed a reporting mechanism in Software.

c. Service Notifications. Customer agrees that KLA may send service notifications to Customer regarding the status of its Cloud Services/Customer usage through email or other messaging methods. For such purpose Customer shall provide KLA with relevant email and point of contact and shall be responsible to receive these notifications and update KLA of any changes to the point of contact /email address for such notifications. KLA shall not be liable for Customer's failure to receive KLA notifications.

7. Warranties and Disclaimers

Software warranties are described in the KLA Frontline Software License Terms Pertaining to Frontline Products to which this Annex is attached and a part of.

a. Cloud Services Warranty. KLA warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as KLA's entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at its option (i) KLA will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, KLA may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes (a) No-Charge Offerings and Previews, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Cloud Services not in accordance with the terms of this Agreement.

b. Disclaimers. KLA makes only the limited warranties expressly stated in this Agreement and in the SLA, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. KLA does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs, (ii) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or features or functionality in any communication with Customer constitute technical information, not a warranty or guarantee.

Customer is responsible for assessing the suitability of each Offering for Customer's intended use, selecting the Offering necessary to achieve Customer's intended results, and for the use of the Offering. By using the Offering, Customer agrees that the Offering meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Offering which are required for such use. Customer agrees that Orders are not contingent on any future features or functionality of the Offering.

KLA does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for KLA's obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

8. Professional Services

To the extent ordered by Customer, and subject to a mutually agreed statement of work ("SOW"), KLA may provide professional services to Customer in connection with the Cloud Services ("Professional Services"). KLA may, at its discretion, provide such Professional Services either directly and/or through a third party KLA partner. KLA shall provide Customer with a cost estimate, and subject to the Customer's approval of such cost estimate, the parties shall agree on an SOW which shall include the substance and timeframe of the Professional Services (i.e. specifications, milestones, costs and other specific terms). For the removal of doubt, it is hereby clarified that KLA is under no obligation to render Professional Services to Customer.

9. Limitation of Liability

IN NO EVENT WILL KLA OR ANY THIRD PARTY SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE CLOUD SERVICES OR OFFERING, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

THIS LIMITATION WILL APPLY EVEN IF KLA, ANY THIRD PARTY SUPPLIER OR AN AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, AND THAT KLA WOULD NOT PROVIDE THE CLOUD SERVICES EXCEPT UNDER THE TERMS OF THESE FRONTLINE SOFTWARE LICENSE TERMS. THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL NOT APPLY TO THE EXTENT THAT LIABILITY CANNOT BE LIMITED OR EXCLUDED ACCORDING TO APPLICABLE LAW. KLA'S ENTIRE LIABILITY PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE CLOUD SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. Renewal, Suspension, Termination

a. Subscription and Renewals. If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by KLA, the Subscription Term for the applicable paid Offering will expire at the expiration date set forth in the Offering. Renewal is available upon mutual agreement and signing a new Offering.

b. Suspension. KLA may suspend or limit Customer's or any User's access to and use of Offerings, in whole or in part, immediately (i) if KLA reasonably determines that the use of the Offering poses a security risk to the Offering, KLA, or any third party, or subjects KLA or any third party to liability, (ii) if Customer materially breaches this Agreement, or (iii) upon the occurrence of any of the circumstances that give KLA the right to immediate termination under Section 10(c). The suspension or limitation may be made in addition to any other rights available to KLA under this Agreement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.

c. Termination. NEITHER PARTY WILL TERMINATE AN ORDER FOR CONVENIENCE DURING THE APPLICABLE SUBSCRIPTION TERM. Either party may terminate an Order for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of this Agreement which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. KLA may immediately terminate any or all Orders or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of KLA Software or Cloud Services, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of Sections 2(c), 3, 5(d) or 11 or in order to comply with applicable law or the requests of government authorities.

d. Effect of Expiration or Termination. Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or this Agreement for any reason, Customer's rights to access, use, or receive the affected Cloud Services automatically terminate. Customer will immediately cease using the affected Cloud Services, remove and destroy all Software and other KLA Confidential Information relating to such Offering in its possession or control, and certify such removal and destruction in writing to KLA. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this Agreement or any Order for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of Customer's termination for KLA's material breach in accordance with Section 10(c), KLA will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2c, 3(c), 3(d), 3(e), 3(g), 6, 9, 11, 12 and 13 survive termination of this Agreement.

11. Trial Package. With respect to No-Charge Offerings and Previews as defined in Section 3(f) (collectively "Trial Package"), Customer agrees to the following:

a. Upon Customer using 70% of the trial license hours and in any event prior to the end of the Trial Package, should Customer wish to purchase a commercial license package ("Commercial Package"), customer shall issue a purchase order for such commercial license.

b. Payment for the Commercial Package will commence as of the end of the Trial Package.

c. In the event that Customer shall commence use of the Commercial Package prior to issuing a purchase order, Customer hereby undertakes to fully pay for any "license hours" exceeding the Trial Package, within 60 days as of the end of the Trial Package.

d. Any exceeding license hours used by the Customer prior to issuing a purchase order will be deducted against the Commercial Package. If no purchase order is issued by Customer within the said 60 days, KLA shall invoice the Customer for the exceeding license hours and Customer shall remit payment within 30 days as of the invoice date.

e. KLA shall be entitled to immediately suspend access to the Commercial Package if the relevant fees remain unpaid for longer than 30 days following the end of the Trial Package, without derogating from any other remedies available to KLA under the license agreement and/or applicable law.

12. Export Control and Compliance

a. Export. KLA's obligations under this Agreement are conditioned upon Customer's compliance with, and Customer will comply with, all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations, including in any event, those of the United States and the European Union ("Export Laws"). Customer represents that Customer Content is non-controlled (e.g., classification is "N" in the E.U., and "N" for ECCN or "EAR99" in the U.S.) and that any Content on Cloud Services, including Customer Content, any Offering provided under this Agreement, and any derivatives thereof will not be exported or re-exported in violation of applicable Export Laws. Customer represents and warrants that (a) it is not a sanctioned person under US laws and regulations, and (b) it will not download or otherwise access, or facilitate a third party's download or access of, any Content on Cloud Services, including Customer Content, or any Offering, from a location in a sanctioned country under US laws and regulations.

b. Information Disclosure. If Customer discloses to KLA any information that is (i) Covered Defense Information or Controlled Unclassified Information as defined in U.S. Government regulations, or (ii) subject to Export Laws that require controlled data handling, Customer will notify KLA personnel in advance of each instance of disclosure and will use the notification tools and methods specified by KLA.

c. Remedies, Indemnification. In the event that Customer fails to comply with any provision of this Section 11 or violates any Export Laws in connection with any Offering or KLA IP, KLA will have the right to take action in accordance with the terms of this Agreement and as required by U.S. law or the applicable law. Further, Customer will indemnify and hold harmless KLA, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Section 11, including Customer's violation or alleged violation of any Export Laws.

d. Right to Withhold Performance. KLA will not be obligated to perform under this Agreement if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions including, but not limited to, embargoes or other sanctions imposed by the United Nations, the European Union, or the United States.

KLA Acceptable Use Policy

This Acceptable Use Policy ("AUP") sets out terms you, and those acting on your behalf, must comply with when using the software as a service made available by KLA ("Cloud Services").

1. Credentials. You will:

- not use a false identity to gain access to the Cloud Services;
- carefully store access credentials and security tokens and protect them from unauthorized access, disclosure or use;
- not gain access to Cloud Services by any means other than your user account or other means permitted by us;
- not circumvent or disclose the authentication or security of your user account, the underlying technology or any host, network, or account related thereto; and
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials.

We may change access credentials if we determine at our reasonable discretion that a change is necessary.

2. No Illegal, Harmful, or Offensive Use or Content

You will not use, or encourage, promote, facilitate, or instruct others to use, Cloud Services for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Your use of the Cloud Services and your content stored within the Cloud Services will not:

- violate any laws or regulations, or rights of others;
- be harmful to others, or to our reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, phishing, farming, or other deceptive practices;
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of your content, for which you have no authorization or which are illegal;
- be defamatory, obscene, abusive, invasive of privacy otherwise objectionable.

3. No violation of use restrictions. You will not:

- resell, transfer, sublicense, loan, lease or publish Cloud Services, or use Cloud Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by us);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Cloud Services or the underlying technology (except to the extent this restriction conflicts with the applicable law of your jurisdiction);
- access Cloud Services from any location prohibited by or subject to sanctions or license requirements according to applicable sanctions and/or (re-)export control laws and regulations, including those of United States of America, the European Union, and/or any other applicable countries, and you will only upload non-controlled content (classification

ECCN or "EAR99" in U.S. or is "N" in the EU), without appropriate licenses.

4. No Abusive Use. You will not:

- use Cloud Services in a way intended to avoid or work around any use limitations and restrictions placed on such Cloud Services (such as access and storage restrictions), monitoring, or to avoid incurring fees;
- access or use Cloud Services for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface;
- interfere with the proper functioning or security of any of our systems;
- use Cloud Services to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements.

5. No Security Violations

You will not use Cloud Services in a way that could result in or facilitate a threat to the security of Cloud Services or the underlying technology. You will in particular:

- take reasonable precautions against security attacks, viruses and malicious code on your system, on-site hardware, software or services that you use to connect to and/or access Cloud Services;
- not perform any penetration test of or on Cloud Services or the underlying technology without obtaining our express prior written consent; and
- not use devices to access or use Cloud Services for any purpose other than in connection with your permitted use of our Software and/or products or in manner that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

6. Our Monitoring; Reporting and Audit

You acknowledge that we and our subcontractors may monitor your compliance with this AUP through Cloud Services. We reserve the right to investigate any violation of this AUP. If you become aware of any violation of this AUP, you will immediately notify us and provide us with assistance, as requested by us, to stop, mitigate or remedy the violation. We, our subcontractors or authorized agents may conduct an audit of your compliance with this AUP at your premises, workstations and servers upon reasonable advance notice. We may remove, disable access to, or modify any content or resource that violates this AUP or any other agreement we have with you for use of the Cloud Services. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. If a party that claims that your use of the Cloud Services or your content violates such third party's rights or any law or regulation, we may be required to share appropriate customer information.