

HARDWARE SALES TERMS

Standard (U.S.) Version 2019.7.15

These Hardware Sales Terms apply to any quote, order, and order acknowledgment, and any sale or delivery of hardware by KLA Corporation, One Technology Drive, Milpitas, California 95035 ("KLA") to any acquirer ("Customer"). KLA does not accept, expressly or impliedly, and KLA hereby rejects, any additional or different terms or conditions that Customer presents, including but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless KLA expressly and unambiguously agrees to such terms and conditions in a duly signed writing. By ordering, receiving, accepting or using products or otherwise proceeding with any transaction after receipt of these Hardware Sales Terms or after otherwise being notified that such transactions are subject to these Hardware Sales Terms, Customer agrees to these Hardware Sales Terms and KLA's General Terms and Pre-installed Software License Terms, which are incorporated by reference herein and are either attached hereto, or available at www.kla.com/terms, or on request.

1. DEFINITIONS AND SCOPE

The definitions in KLA's General Terms shall apply. These Hardware Sales Terms apply to (i) Hardware; (ii) Software pre-installed, or to be installed on any Hardware (other than Third Party Products); and (iii) Work Product created by KLA under these Hardware Sales Terms. Software and Work Product covered by these Hardware Sales Terms are additionally governed by KLA's Preinstalled Software License Terms. Computer programs that are to be installed on Third Party Products are governed by KLA's Standalone Software License Terms, which are available at www.kla.com/terms or on request. Work Product provided by KLA under separate services arrangements (including, but not limited to, maintenance services, time & materials services, or fixed fee services) is governed by the applicable KLA services terms.

2. DELIVERY AND ACCEPTANCE

2.1 Delivery. KLA will deliver all Products Ex Works (Incoterms 2010), KLA's premises. Customer is solely responsible for obtaining, and arranging for, appropriate insurance coverage and transportation arrangements with respect to the Products and to file any claims with the carrier. Transportation must be via air ride suspension enclosed van or, if specified by KLA, via temperature controlled air-ride van. Risk of loss and title to Hardware pass to Customer on the Delivery Date. Customer acknowledges and agrees that KLA (i) is not obligated to provide Software in source code form; (ii) does not transfer ownership or title to any Software, Documentation, Work Product, or any Intellectual Property (KLA only grants limited, non-exclusive licenses as specified in KLA's Pre-installed Software License Terms). Partial and installment shipments are authorized.

2.2 Hardware Inspection and Uncrating. Immediately upon receipt of the Products, Customer shall (i) uncrate and visually inspect the Hardware; and (ii) notify KLA in writing of receipt of the Hardware and any abnormalities that Customer notes. Customer shall ensure that a KLA representative is present and is permitted to supervise the uncrating and inspection of the Hardware. If Customer fails to comply with this Section 2.2, Customer shall be deemed to have waived its rights to claim incorrect or incomplete delivery or packaging and any warranty rights.

2.3 Installation and Acceptance Testing. Upon completion of the installation, KLA shall notify Customer when the Products are ready for acceptance testing. Customer shall enable KLA to perform acceptance testing of the Products and, without limiting the foregoing, shall provide KLA with on-site and remote access to the Products (and any related hardware or software) for such acceptance testing. At Customer's request, a Customer representative may attend KLA's acceptance testing. Via acceptance testing, KLA shall determine whether the Products conform to the mutually agreed performance requirements ("Acceptance Criteria"). Further details about pre-shipment factory testing and post-installation field testing are contained in KLA's testing guidelines and other policies, which are available at www.kla.com/terms or on request. If the acceptance testing demonstrates that the Acceptance Criteria are met, KLA shall provide Customer with a written summary of the results of the acceptance testing ("Test Results") following the completion of the acceptance testing procedure.

2.4 Express Acceptance or Rejection. If the Products materially conform to the Acceptance Criteria, Customer shall sign a written acceptance statement (i) at the end of the acceptance testing procedure; or (ii) if no Customer representative attends the acceptance testing procedure, within ten (10) days after Customer's receipt of the Test Results. If any Product materially fails to conform to the applicable Acceptance Criteria, then Customer shall promptly provide KLA with a reasonably detailed written description of the perceived non-conformance ("Rejection Notice"). If KLA receives a justified Rejection Notice within ten (10) days after Customer has received the Test Results, KLA shall use commercially reasonable efforts to remedy the non-conformance and repeat the acceptance testing process per Section 2.3 (Installation and Acceptance Testing) and this Section 2.4.

2.5 Deemed Acceptance. In the absence of an express acceptance, Customer shall be deemed to have accepted a Product upon the earlier of (i) payment, without reservation, of any amounts with respect to the Product; (ii) ten (10) days after Customer's

receipt of the Test Results, unless KLA receives a Rejection Notice within such period; or (iii) use of the Product for any purpose other than testing as necessary in order to determine conformance to the applicable Acceptance Criteria.

2.6 Training Credits. In connection with sales of Hardware, KLA may grant training credits, which Customer can redeem for certain training courses within twelve (12) months after the Delivery Date.

3. PAYMENT. Customer shall pay (i) ninety percent (90%) of the contract price thirty (30) days after the Delivery Date; and (ii) ten percent (10%) of the contract price fifteen (15) days after express acceptance or deemed acceptance in accordance with Section 2.5 (Deemed Acceptance), whichever occurs earlier. Payment shall be made in accordance with the General Terms.

4. CANCELLATION. Prior to shipment, Customer may unilaterally cancel any delivery of Products under these Hardware Sales Terms with written notice to KLA and upon payment of cancellation charges as follows: If KLA receives Customer's cancellation notice

(a) within 60 days of the scheduled shipment date, cancellation charges shall be 80% of the applicable fees.

(b) more than 60 days, but less than 90 days of the scheduled shipment date, cancellation charges shall be 60% of the applicable fees.

(c) 90 days or more, but less than 150 days of the scheduled shipment date, cancellation charges shall be 40% of the applicable fees.

(d) 150 days or more of the scheduled shipment date, cancellation charges shall be 20% of the applicable fees.

5. RESCHEDULING. Customer may request once in writing that KLA postpone shipment up to sixty (60) days after the scheduled shipment date provided that (i) Customer compensates KLA for any resulting costs (including but not limited to storage costs); (ii) KLA receives Customer's written request at least sixty (60) days prior to the scheduled shipment date; (iii) if Customer subsequently to postponing shipment in accordance with this Section 5 cancels shipment in accordance with Section 4 (Cancellation), the scheduled shipment date shall be the original shipment date and not the rescheduled shipment date for purposes of determining the cancellation charges.

6. LIMITED WARRANTY AND DISCLAIMER

6.1 Limited Warranty. KLA warrants that on the Delivery Date and on the date of express acceptance or deemed acceptance in accordance with Section 2.5 (Deemed Acceptance), whichever occurs earlier, the Products substantially conform to the specifications in the applicable Documentation, subject to the following limitations and exclusions:

6.1.1 Excluded Causes. Customer has no warranty rights with respect to defects or non-conformities caused by (i) use of the Products with hardware or software that was not expressly specified in writing by KLA as suited for use with the Products; (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 Products were installed; (v) acts or omissions of persons other than KLA or its authorized representatives; (vi) installation or maintenance of Products 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) any relocation of Products without, or not in accordance with, a prior written authorization by KLA; or (ix) Force Majeure conditions as defined in KLA's General Terms.

6.1.2 Consumables and Modifications. Customer has no warranty rights with regard to any (i) consumable Products or parts thereof (e.g., Products or parts with an expected useful life of less than ninety (90) days, such as lamps, lasers, fuses, detectors, and batteries); (ii) Products that have been modified by someone other than KLA, unless such modifications were directed or approved by KLA in writing and made in

conformance with all specifications and instructions provided in such writing; or (iii) Products that KLA modified in accordance with Customer's request, specifications, or instructions, unless KLA agrees in a duly signed writing that the modified Products shall be covered by the limited warranty specified in Section 6.1 (Limited Warranty).

6.1.3 No Warranties for Revisions. KLA does not extend any warranties under these Hardware Sales Terms for hardware and software revisions provided under KLA's Hardware Maintenance Terms. Any warranties for such hardware and software revisions are exclusively and finally provided for under KLA's Hardware Maintenance Terms.

6.1.4 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.

6.1.5 Refurbished Parts and Prior Testing. Hardware may incorporate reconditioned or refurbished parts or subassemblies and may have been used in testing prior to sale.

6.2. Exclusive Remedies. If a Product materially fails to conform to the limited warranty set forth in Section 6.1 (Limited Warranty), KLA shall, at its sole discretion (i) repair or replace the non-conforming Product to remedy the non-conformity identified by Customer in accordance with Section 6.3 (Warranty Period); or (ii) refund to Customer the amounts paid for the Product in exchange for return of the non-conforming Product, in which case all licenses granted to Customer under the Pre-Installed Software License Terms shall be automatically revoked. Customer hereby transfers to KLA title and ownership of any parts that KLA replaces at Customer's request. THE REMEDIES EXPRESSLY PROVIDED IN THIS SECTION 6.2 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 NON-CONFORMANCE OF PRODUCTS.

6.3. Warranty Period. The warranty period shall be one (1) year, beginning upon express acceptance or deemed acceptance in accordance with Section 2.5 (Deemed Acceptance, whichever occurs earlier. For Products that KLA repairs or replaces pursuant to Section 6.2 (Exclusive Remedies) and any parts that KLA incorporates into repaired Products or sells to Customer separately, the warranty period shall be

ninety (90) days beginning on the date of Customer's receipt of the repaired Product or part, as applicable; provided that such repaired Products or parts shall materially conform to the warranty standard set forth in Section 6.1 (Limited Warranty) on the Delivery Date. Customer shall have no warranty claims, unless KLA receives from Customer, during the warranty period (i) a written notice describing the warranty breach in reasonable detail (a "Warranty Claim"); and (ii) remote and physical access to the affected Products as well as information in sufficient detail to enable KLA to reproduce and analyze the failure.

6.4 Costs and Procedure. If KLA receives a Warranty Claim in accordance with Section 6.1 (Limited Warranty), Section 6.3 (Warranty Period), 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 Product, or for return shipment of any repaired Hardware to Customer, except for any costs that are caused by Customer's relocation of the Hardware from the destination to which it was originally delivered by KLA. Customer must prepay freight and insurance charges for the return shipment of the non-conforming Product to KLA and will be reimbursed by KLA if the Warranty Claim meets the requirements of Section 6.1 (Limited Warranty), Section 6.3 (Warranty Period), and the Warranty Guidelines. If Customer's Warranty Claim fails to meet any of the requirements of Section 6.1 (Limited Warranty), Section 6.3 (Warranty Period), or the Warranty Guidelines, 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).

6.5 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 6.1 (LIMITED WARRANTY), KLA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. 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 ANY OF THE PRODUCTS WILL BE ERROR-FREE OR THAT THEIR PERFORMANCE OR OPERATION WILL BE UNINTERRUPTED.