STANDALONE SOFTWARE LICENSE TERMS

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- 6. PAYMENT. Customer shall pay (i) ninety percent (90%) of the license fees thirty (30) days after receipt of KLA's invoice; and (ii) ten percent (10%) of the license fees thirty (30)

days after express acceptance or deemed acceptance in accordance with Section 2.2 (Acceptance Testing), whichever occurs earlier. Payment shall be made in accordance with the General Terms.

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- 7.1.1 Excluded Causes. 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 maintenance of 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) any 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.
- 7.1.2 <u>Modifications</u>. Customer has no warranty rights with regard to any Software that has 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 (ii) that KLA modified in accordance with Customer's request, specifications, or instructions, unless KLA agrees in a duly signed writing that the modified Software shall be covered by the limited warranty specified in Section 7.1 (Limited Warranty).
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- 8.2 <u>Survival</u>. KLA's General Terms and these Standalone Software License Terms, except Sections 2.1 (Delivery) and 3.1 (License Grant), shall survive termination of any or all licenses granted hereunder.
- 9. AUDIT. Customer agrees to keep complete, correct and detailed records relating to (i) the reproduction and use of the Software and Documentation, including, at a minimum, the location of all Software, Licensed Computers, and back-up copies of Software and Documentation; and (ii) the transfer of hardware or media on which any Software is embedded or otherwise contained and Customer's compliance with its obligations under Section 5 (Transfers and other Actions under Mandatory Law). 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 Standalone Software 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 5 (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 Standalone Software 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 Standalone Software License Terms or infringements of KLA's rights. KLA's rights and remedies under this Section 9 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.