SOFTWARE MAINTENANCE TERMS
Version Singapore 2019.7.15

These Software Maintenance Terms apply to any quote, order, and order acknowledgment, and any sale of software maintenance services 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 services or otherwise proceeding with any transaction after receipt of these Software Maintenance Terms or after otherwise being notified that such transactions are subject to these Software Maintenance Terms, Customer agrees to these Software Maintenance 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.

1. SCOPE AND DEFINITIONS

1.1 Scope. These Software Maintenance Terms apply to Software that is to be installed on Third Party Products (governed by KLA's Standalone Software License Terms), for which KLA has agreed in writing to provide Software Maintenance Services. Maintenance Services for computer programs that are pre-installed, or to be installed, on any KLA Hardware are governed by KLA's Hardware Maintenance Terms, which are available at www.kla.com/terms or on request. If KLA performs any services outside the scope of the applicable Standard Services Offering (including, but not limited to, in accordance with Section 3.4 — Other Errors), KLA's then-current Time & Materials Services Terms (which are available at www.kla.com/terms or on request) shall apply; provided, however, that KLA shall not be obligated to perform any services outside the scope of the applicable Standard Services Offering. KLA's obligations under these Software Maintenance Terms shall solely be to undertake the agreed upon services activities and not to achieve certain technical, economical, or other result.

1.2 Definitions. The definitions in KLA's General Terms shall apply in addition to the following definitions:

"Maintenance Period" means a period of twelve (12) consecutive calendar months, or any other period specified by KLA, and such period shall commence on the date specified by KLA or, if not specified by KLA, the date on which KLA first makes Software Maintenance Services available to Customer.

"Major Release" means a release of the Software that contains substantial changes or new features. A new Major Release is designated by a change of the first digit of a release of the Software.

"New Version" means an Update or a Major Release.

"Problem" means the failure of the Software to conform to the applicable Documentation.

"Software Maintenance Services" means the services defined in Section 3 (Software Maintenance Services).

"Standard Services Offering" means KLA's written description of the scope, technical details, procedural requirements and/or price of certain types of standard maintenance and support services programs, which KLA makes available to Customer on KLA's website at www.kla.com/terms or otherwise or upon request.

"Update" means a release of the Software that aims at fixing bugs of the Software or that contains small changes and new features, but not Major Releases.

2. AUTHORIZED SUPPORT CONTACTS.
Customer may appoint up to two (2) contact persons who shall participate in any training programs that KLA, at its sole discretion, may offer or require as part of the Software Maintenance Services, and who shall be Customer's support contacts for all requests for Software Maintenance Services and all communications between Customer and KLA regarding Software Maintenance Services ("Authorized Support Contacts"). Customer may request the designation of additional Authorized Support Contacts subject to payment by Customer of additional software maintenance fees at KLA's then-current rates.

3. SOFTWARE MAINTENANCE SERVICES.
During the Maintenance Period, KLA will provide the following services (collectively, the "Software Maintenance Services").

3.1 New Versions. KLA will provide those New Versions to Customer that KLA, at its sole discretion, makes generally available to all of KLA's customers that are then receiving Software Maintenance Services under the same Standard Services Offering as Customer hereunder; provided, however, that KLA shall not be obligated to provide Major Releases, unless KLA specifies in the applicable Standard Services Offering or otherwise in a duly signed writing that Major Versions are covered by the Software Maintenance Services that Customer receives. New Versions will be made available to Customer in such form and format and on such media as KLA in its discretion deems appropriate. KLA reserves the right not to create any New Versions and to market new versions of the Software as new products for additional consideration, *e.g.*, as a Major Release or otherwise. Customer may use New Versions only instead of, but not in addition to, the updated Software. New Versions are covered by these Software Maintenance Terms, but, without limiting Section 5.3 (Disclaimer), are not covered by the warranties applicable to the updated Software. Notwithstanding the foregoing, Customer's use of any New Versions shall be subject to the infringement indemnity provisions of KLA's General Terms and Customer's use of the New Versions shall additionally be subject to all license limitations and restrictions contained in the Standalone Software License Terms applicable to the updated Software. KLA Corporation owns, retains and reserves ownership, title, and all rights and interest, including, but not limited to, all Proprietary Rights in and to the New Versions, subject only to the limited rights that KLA expressly grants herein. Without limiting the foregoing, Customer acknowledges that nothing herein shall constitute a sale of any New Versions (or any Intellectual Property in and to the New Versions) including any copies and portions thereof.

3.2 Support. During the support hours specified in the applicable Standard Services Offering, KLA shall, via telephone, e-mail, or KLA's technical support website, if any, provide the following services ("Support"): (i) respond to Customer's questions regarding Problems; and (ii) if the Authorized Support Contacts report Problems to KLA with a detailed description of the Problem, use commercially reasonable efforts to correct any reproducible programming Problem that materially affects the operation of the Software by delivering an add-on program to correct such Problem, identifying a work-around or detour solution, or specifying a plan for correcting the Problem.

3.3 Problem Reporting, Response, Resolution, and Escalation. Customer shall inform KLA of a Problem by providing the information required to correct the Problem as specified in the applicable Standard Services Offering or as otherwise reasonably requested by KLA, based on which KLA will assign to the Problem a severity level. KLA reserves the right to downgrade at any time the assigned severity level (i) if the Problem is determined to be less severe than originally reported; (ii) as KLA provides solutions to lessen the impact of the Problem; or (iii) if KLA is unable to effectively provide Support due to Customer's failure to comply with its cooperation duties under these Software Maintenance Terms and KLA's General Terms. If KLA specifies any response and resolution times in the applicable Standard Services Offering or otherwise, such response and resolution times shall constitute targets only.

3.4 Other Errors. If KLA believes that an error reported by Customer is not due to a Problem, KLA will so notify the Customer, who may then either (i) instruct KLA to proceed with Software Maintenance Services regarding said error at the Customer's possible expense, as further specified in this Section 3.4; or (ii) advise KLA that the Customer does not wish the error pursued, in which case KLA may elect, at its sole discretion, not to pursue the error without liability therefor. If the Customer requests that KLA proceeds with Software Maintenance Services regarding an error, and KLA subsequently determines that the error was not due to a Problem, KLA's then-current Time & Materials Services Terms shall apply to any error identification or correction efforts undertaken by KLA and repair costs incurred by KLA.

3.5 Limitations and Exclusions. KLA shall not be obligated to provide Software Maintenance Services if such Software Maintenance Services are required due to (i) Customer's mishandling, abuse, misuse, or use of the Software other than in accordance with KLA's operation instructions; (ii) use of the Software with hardware or software that were not expressly specified in writing by KLA as suited for use with the Software; (iii)

changes to the Customer environment, in which the Software were provided; (iv) actions of persons other than KLA; (v) installation, maintenance, or repair of Software by someone other than KLA, except maintenance performed by Customer if and to the extent authorized by KLA in a duly signed writing; or (vi) Force Majeure conditions as defined in KLA's General Terms. KLA shall not be obligated to provide Software Maintenance Services for (a) Software that has been modified by someone other than KLA, unless such modifications were directed or approved by KLA in writing and made in strict conformance with all specifications and instructions provided in such writing; or (b) Software that KLA modified in accordance with Customer's request, specifications, or instructions. KLA shall only be obligated to provide Software Maintenance Services for (y) the most recent version of the Software and (z) for prior versions of the Software for a period of twelve (12) months following the announcement of the retirement of a version of the Software by KLA. KLA shall have no obligation to provide Software Maintenance Services for any other versions of the Software.

4. PAYMENT. KLA may invoice Customer quarterly in advance for the performance of Software Maintenance Services at KLA's current standard rates, which are available on request and Customer shall make payment within thirty (30) days of the invoice date and in accordance with the General Terms.

5. LIMITED WARRANTY AND DISCLAIMER

5.1 Limited Warranty. KLA will perform Software Maintenance Services substantially in accordance with the applicable Standard Services Offering.

5.2 Exclusive Remedy. If the Software Maintenance Services fail to conform to the limited warranty set forth in Section 5.1 (Limited Warranty), Customer may terminate Software Maintenance Services in accordance with Section 6.3 (Termination for Cause) if KLA fails to cure a non-conformance within thirty (30) days after receiving Customer's detailed request to cure the non-conformance. Termination shall not affect (i) Customer's obligations to pay for Software Maintenance Services already performed before KLA receives Customer's request to cure; or (ii) any other obligations of Customer under these Software Maintenance Terms. THE REMEDY EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION 5.2 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST KLA WITH RESPECT TO ANY NON-CONFORMANCE OF SOFTWARE MAINTENANCE SERVICES OR NEW VERSIONS.

5.3 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 5.1 (LIMITED WARRANTY), KLA MAKES NO EXPRESS REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH REGARD TO ANY SOFTWARE MAINTENANCE SERVICES OR NEW VERSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLA DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 5.1 (LIMITED WARRANTY), UNLESS KLA RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NONCONFORMANCE WITHIN THIRTY (30) DAYS AFTER ITS OCCURRENCE. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT KLA'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR WILLFUL DEFAULT OR FOR FRAUDULENT MISREPRESENTATION.

6. TERM AND TERMINATION

6.1 Term and Renewals. KLA will provide Software Maintenance Services during the Maintenance Period, which shall not be automatically renewed. If Customer wishes to obtain Software Maintenance Services beyond the initial Maintenance Period or for additional Software, Customer has to submit a new order.

6.2 Termination for Convenience. Either party may terminate Software Maintenance Services or exclude individual types of Software from the scope of Software Maintenance Services with ninety (90) days' written notice to the other party.

6.3 Termination for Cause. Either party may terminate Software Maintenance Services by written notice, effective immediately, if the other party fails to cure any material breach of these Software Maintenance Terms within thirty (30) days after receiving a written notice from the non-breaching party detailing the alleged material breach.

6.4 Automatic Termination. Software Maintenance Services shall be automatically terminated with respect to Software for which the license has expired or was terminated for any reason.

6.5 Consequences. Unless KLA validly terminates for cause due to Customer's material breach of these Software Maintenance Terms, Customer shall be entitled to receive a proportionate refund of any prepaid fees applicable to the terminated portion of the Maintenance Period. If Customer validly terminates Software Maintenance Services for cause because of KLA's material breach of these Software Maintenance Terms, Customer shall also be entitled to receive a proportionate refund of any fees applicable to the thirty (30) days immediately preceding the termination. Otherwise, Customer shall not be entitled to receive any refunds. Without limiting the foregoing, Customer shall not be entitled to receive a refund of prepaid fees for Software Maintenance Services that are terminated in accordance with Section 6.4 (Automatic Termination). If KLA terminates Software Maintenance Services because of Customer's material breach of these Software Maintenance Terms, Customer shall return to KLA all New Versions, KLA's Confidential Information and other tangibles and intangibles received in connection with Software Maintenance Services, without retaining any copies thereof and all licenses granted to Customer under these Software Maintenance Terms for New Versions shall be automatically revoked.

6.6 Survival. Sections 4 (Payment), 5 (Limited Warranty and Disclaimer), and this Section 6 of these Software Maintenance Terms and KLA's General Terms shall survive any termination of these Software Maintenance Terms, provided that Customer's licenses to any New Versions shall only survive so long as Customer continues to fully comply with all provisions of these Software Maintenance Terms and KLA's General Terms. For some Software, New Versions that Customer received under these Software Maintenance Terms are automatically disabled upon termination or expiration of Software Maintenance Services as specified by KLA in the applicable Standard Services Offering or otherwise.