STANDALONE SOFTWARE LICENSE TERMS

Version Singapore 2019.7.15

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- 3.7 <u>Third Party Products</u>. To the extent that Customer acquires from KLA any Third Party Products that are accompanied by end-user license terms and/or other terms (in shrink-wrap, clicKLAhrough or other format) ("<u>Third Party Terms</u>") (i) Customer shall agree to such terms vis-à-vis the licensor specified in the Third Party Terms; (ii) to the extent such Third Party Terms conflict with Section 3.1 (License Grant) through 4.6 (License Restrictions), the Third Party Terms shall take precedence with respect to such Third Party Products; and (iii) Customer's right to use the Third Party Product will be defined and restricted in the accompanying Third Party 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, up-

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- 7.1.2 <u>Modifications</u>. Customer has no warranty rights with regard to any Software (i) 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

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