

KLA Data Protection Standards

Effective Immediately

KLA Corporation and its worldwide affiliates and subsidiaries (collectively “KLA”) require that its service providers, contractors, suppliers, distributors and other business partners and their employees (collectively “You”) comply with the requirements set forth in these Data Protection Standards (“Standards”) with respect to any information that KLA or KLA employees, representatives, clients, distributors, or other business partners make available to You in the context of Your business relationship with KLA or a KLA corporate client (“KLA Data”).

1. Use and Transfer Limitations. You must not access, collect, store, retain, transfer, use or otherwise process in any manner any KLA Data, except: (a) in the interest and on behalf of KLA; (b) as directed by authorized personnel of KLA in writing as stated herein under the CCPA Schedule; and (c) in accordance with applicable law. Without limiting the generality of the foregoing, You may not make KLA Data accessible to any subcontractors or subprocessors or relocate KLA Data to new locations, except as set forth in written agreements with, or written instructions from, KLA where at all times KLA will have an opportunity to object before You make KLA Data accessible to any subcontractors or subprocessors or relocate KLA Data. You are prohibited from attempting to reidentify any deidentified KLA Data. You must return or delete any KLA Data at the end of Your relationship with KLA and at any time at KLA’s request. You must impose contractual obligations on all of Your employees, contractors and onward recipients that are at least as protective of KLA Data as these Standards. You must only process KLA Data for a business purpose as defined in the California Consumer Privacy Act of 2018, as amended, including the California Privacy Rights Act of 2020 (“CCPA”). Business purpose(s) of the transfer to and further processing of KLA Data by You are to perform services on behalf of KLA or its customers.

2. Comply with Approved Policies. You must keep KLA Data confidential and secure from unauthorized access and other data processing by using Your best efforts and state-of-the art organizational and technical safeguards. You must comply with KLA’s Information Security Requirements for Suppliers, unless KLA has expressly approved Your own information security policy in writing as an alternative (in which case You have to comply with the approved version of Your own policy, refrain from making any changes that reduce the level of security provided thereunder, and provide thirty (30) days prior written notice to KLA of any significant changes to Your own information security policy). If You conduct SSAE 16, SOC or similar or successor audits, You must comply with Your SSAE 16, SOC or similar or successor standards and provide KLA with thirty (30) prior days’ notice of any changes.

3. Cooperate with Compliance Obligations. At KLA’s reasonable request, You must: (a) accept amendments to these Standards where applicable laws require You and KLA to agree to certain contractual terms relating to the processing of KLA Data; and (b) agree to comply with laws or industry standards designed to protect KLA Data, including, without limitation, PCI Standards, if and to the extent such frameworks apply to any KLA Data that You come into contact with; or else (c) allow KLA to terminate certain or all contracts with You, subject to (i) a proportionate refund of any prepaid fees, (ii) transition or migration assistance as reasonably required, and (iii) without applying any early termination charges or other extra charges. You will notify KLA as soon as possible after making a determination that You can no longer meet Your obligations under applicable laws, including the CCPA, and its regulations. You must enable KLA to comply with requests made pursuant to the CCPA.

4. Submit to Audits. You must provide information on Your compliance program and submit to reasonable data security and privacy compliance audits by KLA and, at KLA’s request, by an independent third party, or clients of KLA, to verify compliance with these Standards, applicable law, and any other applicable contractual

undertakings. If You use KLA Data in violation of law or these Standards, You grant KLA a right, upon notice, to take reasonable and appropriate steps to stop and remediate Your unauthorized use.

5. Notify Breaches and Requests. If You become aware of unauthorized access to KLA Data or any security breach that is reportable under any law applicable to You or KLA, You must immediately notify KLA, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by KLA. You must also indemnify KLA from any resulting damages and costs, including, without limitation, identity protection assistance and services procured for data subjects and reasonable attorneys' and technical consultants' fees for KLA's handling of the incident. If You receive a request from an individual, government agency or other entity to exercise rights under applicable law with respect to any data contained in KLA Data, such as to access, correct or delete the personal data or restrict, object to, or control the processing of the personal data, You must immediately inform KLA, hold off on responding or giving effect to the request without KLA's written consent and instruction unless you are otherwise required to do so by applicable law, and promptly provide all information and assistance necessary for You and KLA to comply with the request in accordance with applicable law.

6. No Information Selling or Sharing for Advertising. You acknowledge and confirm that You do not receive any KLA Data as consideration for any services or other items that You provide to KLA. You shall not have, derive or exercise any rights or benefits regarding KLA Data. You must not sell or share any KLA Data, as the terms "sell" and "share" are defined in the CCPA or under any other laws. You must not collect, retain, use or disclose any KLA Data (a) for targeted or cross-context behavioral advertising, (b) but for the business purposes specified in a written contract with KLA, or (c) outside Your direct business relationship with KLA. You must not combine KLA Data with other data if and to the extent this would be inconsistent with limitations on service providers or contractors under the CCPA or other laws. You certify that You understand the rules, requirements and definitions of the CCPA, and all restrictions in these Standards. You agree to refrain from taking any action that would cause any transfers of KLA Data to or from You to qualify as "selling personal information" or "sharing personal information for advertising" under the CCPA or other laws.

7. International transfers:

The Data Particulars annexed to these Standards shall state whether the KLA Data consist of EU Personal Data and/or UK Personal Data (as both terms are defined below). Where the KLA Data does consist of EU Personal Data and/or UK Personal Data, the following provisions shall apply to the EU Personal Data and/or UK Personal Data respectively:

(a) EU Personal Data

With respect to any KLA Data that is subject to the EU GDPR or similar laws of other EEA countries (the "**EU Personal Data**") and You are located in a country, territory or jurisdiction outside of the EEA which the EU Commission has not deemed to provide adequate protection by way of an adequacy decision in accordance with Article 45(1) of the EU GDPR (a "**EU Restricted Country**"), the following shall apply to any transfer of EU Personal Data from KLA to You:

- the attached Standard Contractual Clauses 2021 promulgated by Commission implementing decision (EU) 2021/914 of 4 June 2021, Modules 1 to 3 (the "**EU SCCs**") shall apply and be incorporated in to these Standards. The Annexes to the EU SCCs shall be deemed signed by way of incorporation into these Standards and deemed completed with the corresponding information from the Data Particulars annexed to these Standards.

(b) UK Personal Data

With respect to any KLA Data that is subject to the UK GDPR (the "**UK Personal Data**") and You are located in a country, territory or jurisdiction outside of the UK which the Secretary of State has not deemed to provide adequate protection by way of an adequacy regulation in accordance with section 17A of the Data Protection Act (a "**UK Restricted Country**"), the following shall apply to any transfer of UK Personal Data from KLA to You in so far as it relates to UK Personal Data:

- the attached EU SCCs shall apply and be incorporated in to these Standards;
- the attached International Data Transfer Addendum (the "**UK Addendum**") shall also apply and be incorporated into these Standards;
- the EU SCCs shall be deemed amended by the UK Addendum (in so far as in relation to UK Personal Data); and
- the UK Addendum shall be deemed executed by way of incorporation into these Standards and completed with the corresponding information from the Data Particulars annexed to these Standards.

8. Integration. These Standards apply in addition to, not in lieu of, any other terms and conditions agreed with KLA, except as specifically and expressly agreed in writing with explicit reference to these Standards. For the avoidance of doubt, in the event of conflict with other terms, these Standards shall apply. These Standards shall not create any rights for anyone other than KLA.

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