IF THIS SOFTWARE IS DESIGNATED AS BETA SOFTWARE (DEFINED BELOW), YOU MUST KEEP THIS SOFTWARE CONFIDENTIAL AND MAY NOT DISCLOSE IT TO ANY THIRD PARTY WITHOUT KEITHLEY'S EXPRESS WRITTEN CONSENT. Your confidentiality obligations are set forth below.

KEITHLEY END-USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is an agreement between Keithley Instruments, LLC, an Ohio LLC, and its corporate affiliates, subsidiaries, and divisions as applicable (collectively, "Keithley," "we," "us," or "our") and You (including any entity or organization you represent, collectively, "Customer" or "You"). Please read this Agreement carefully as this Agreement governs the terms and conditions under which You are permitted to use Keithley's software and services.

THE SOFTWARE, ENCODED OR INCORPORATED WITHIN EQUIPMENT OR ACCOMPANYING THIS AGREEMENT, IS FURNISHED SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS BY SELECTING AN "ACCEPT" OR SIMILAR BUTTON IN A SOFTWARE MENU, DOWNLOADING AND UNPACKING THE PROGRAM FROM ITS COMPRESSED STATE, INSTALLING THE PROGRAM FROM A CD, OR RETAINING THE SOFTWARE FOR MORE THAN THIRTY DAYS OR USING THE SOFTWARE IN ANY MANNER YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE A REPRESENTATIVE FOR A CORPORATION OR OTHER LEGAL ENTITY, YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND BIND SUCH ENTITY TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, KEITHLEY WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU, AND YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE. UNITED STATES GOVERNMENT CUSTOMERS OR END-USERS MAY REQUEST A GOVERNMENT ADDENDUM TO THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT TO ANY SOFTWARE THAT YOU DID NOT OBTAIN LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF KEITHLEY'S SOFTWARE. THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHTS CONCERNING SUCH ILLEGITIMATE COPIES.

IF THESE TERMS ARE NOT ACCEPTABLE, THE UNUSED SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION SHOULD BE RETURNED PROMPTLY TO KEITHLEY (WITHIN 30 DAYS OF PURCHASE) FOR A FULL REFUND OF THE LICENSE FEE PAID. (CONTACT THE NEAREST KEITHLEY SALES OFFICE FOR INFORMATION REGARDING THE RETURN OF SOFTWARE ENCODED OR INCORPORATED WITHIN EQUIPMENT.)

1. DEFINITIONS

"Beta Software" means any Software that has been designated as a non-production version, including software labeled as "beta," "pre-release," or "candidate."

"Beta Term" begins on the day when You agree to this Agreement and ends when the Beta Software license key expires or after ninety calendar days, whichever occurs later.

"Collected Data" means data and information related to Customer's use of the Software that is collected and used by Keithley in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software and services.

"Customer" means the person or organization in whose name the Program was ordered.

"Customer Data" means, other than Collected Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"Equipment" means Keithley equipment that the Software is encoded or incorporated within or installed onto.

"Machine" means the customer-provided or furnished single testing station with which the program is associated.

"Perpetual Software" means Software has been purchased with a "perpetual" license type.

"Program" means the software product (executable program and/or data) accompanying this Agreement or included within the equipment with which this Agreement is packed.

"Software" means the software accompanying this Agreement.

"Subscription Software" means Software licensed on a limited-term basis, typically one year or as defined in a quotation, purchase order, or product description. Subscription Software does not include Perpetual Software.

"Trial Period" means the duration of time—if any—You may use the Software without paying for it.

2. LICENSE

Subject to the terms and conditions of this Agreement, Keithley grants You a non-exclusive, non-transferable license to the Software, as follows.

You may:

a) Use the Software with the Equipment or Machine it is encoded or incorporated in. If the Software is not encoded or included in any Equipment, You may use the Software on the number of computers or machines that You purchased licenses for. If You obtained the Software for free, You may use it on an unlimited number of computers or devices unless otherwise specified;

b) Copy the Software for archival or backup purposes, provided that no more than one (1) such copy is permitted to exist at any one time and provided that each copy includes a reproduction of any patent or copyright notice or restrictive rights legend that was included with the Software, as received from Keithley;

c) Fully transfer the Equipment to a third party but only if prominently accompanied by this Agreement, and such third-party recipients agree to be bound by its terms; and

d) Integrate Keithley products that contain the Software into a system and sell or distribute that system to third parties, provided that those third parties are bound by the terms of this Agreement, and provided that You (i) do not separate the Software from any Equipment it is incorporated into, (ii) do not retain any copies of the Software, and (iii) do not modify the Software.

You may not:

a) Use the Software other than for its intended purpose as provided above in the section "You may," or in conflict with the terms and restrictions of this Agreement;

b) Use or retain any Beta Software after its Beta Term expires;

c) Use or retain any Software after its Trial Period (if any), unless You have paid for further use;

d) Use any Subscription Software after its subscription period expires;

e) Disclose, distribute, or transfer the Software to any person or organization outside of Your organization without Keithley's prior written consent, except in connection with a permitted use authorized in "You may" paragraphs 3 or 4 above;

f) Decompile, decrypt, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how, or other information (collectively "Reverse Engineer") from the Software or permit or induce any third party to do so, except to the limited extent allowed by directly applicable law or third-party license (if any), and only to obtain information necessary to achieve interoperability of independently created software with the Software;

g) Modify, translate, adapt, or create derivative works of the Software, or merge the Software with any other software;

h) Copy the documentation accompanying the Software, except as necessary to support an authorized use;

i) Remove any copyright, trademark, or other proprietary notices from the Software or any media relating thereto;

j) Export or re-export, directly or indirectly, the Software or Equipment, any associated documentation, or systems created in accordance with "You may" section 4 above to any country to which such export or re-export is restricted by law or regulation of the United States or any foreign government having jurisdiction without the prior authorization, if required, of the Office of Export Administration, Department of Commerce, Washington, D.C. and the corresponding agency of such foreign government;

k) Use the Software or Equipment in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other proprietary rights of any person or any applicable laws;

l) Use the Software or Equipment in a network or system with other products or services that are incompatible, insecure, or not compliant with applicable laws or

m) Bypass, circumvent, damage, or otherwise interfere with any security or other features of the Software or Equipment designed to control how they are used, or harvest or mine Keithley's proprietary content or information from the Software or Equipment.

n) Use the Program on more than one Machine.

THE SOFTWARE AND PRODUCT MAY NOT BE USED, COPIED, MODIFIED, MERGED, OR TRANSFERRED TO ANOTHER EXCEPT AS EXPRESSLY PERMITTED BY THESE TERMS AND CONDITIONS.

Customer hereby grants to Keithley a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Keithley to provide the services, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Collected Data to improve Keithley' software and services.

3. FEEDBACK

If You provide feedback to Keithley concerning the functionality and performance of the Software or Equipment, including without limitation identifying potential errors and improvements, any comments, questions, suggestions, or the like ("Feedback"). In that case, Keithley is free to use such Feedback without any attribution, compensation, or restriction in any manner to improve or enhance its products, irrespective of any other obligation or limitation between the Parties governing such Feedback. You hereby grant Keithley an irrevocable, worldwide, perpetual, royalty-free license to use Your Feedback for any purpose whatsoever and waive any moral rights You may have in the Feedback. Keithley is not obligated to use Your Feedback.

4. OWNERSHIP

Title to the Software and all copies thereof, but not the media on which the Software or copies may reside, shall remain with Keithley or others from whom Keithley has obtained a respective licensing right. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to You or any third party any intellectual property rights or other right, title, or interest in or to the Software or any intellectual property rights embodied or contained therein.

5. GOVERNMENT NOTICE

This Software is a commercial product developed entirely at private expense. If the Software or any related documentation is obtained by or for an agency of the U.S. Government, the Software and documentation shall be considered "commercial items," "commercial computer software," or "commercial computer software documentation," respectively, as those terms are used in 48 CFR §2.101, 48 CFR §12.212, 48 CFR §227.7202, or 48 CFR §252.227-7014, and are licensed with only those rights as

are granted to all other licensees as set forth in this Agreement and supersede any conflicting terms or conditions in any government order except those contrary to applicable mandatory federal laws.

If the Customer is the United States Government, all contract disputes arising out of or relating to this Agreement will be governed by and construed in accordance with the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101-7109. Any legal suit, action, or proceeding arising out of, or relating to, this Agreement or the transaction contemplated hereby will be instituted in the court or board of jurisdiction under the CDA. If the matter is tortious in nature, the action will be brought under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b).

6. TERM AND TERMINATION

The license granted herein is effective upon acceptance by the Customer and shall remain in effect until terminated as provided herein.

For Software that is provided without time restriction—including Perpetual Software—the license granted herein is effective until otherwise terminated.

For Subscription Software, the license granted herein is only effective for the period defined in a quotation, purchase order, or product description, after which the license will expire.

Keithley may terminate Your license to Beta Software at any time.

Any license may be terminated by Keithley or any third party from whom Keithley may have obtained a respective licensing right for which Keithley may accept on your behalf for use under this EULA if You (1) fail to pay any amount for the Software or Program or Equipment when due, or (2) fail to comply with any term or condition and such failure is not remedied within fifteen (15) days after notice from Keithley. Upon expiration or termination by either party of any license, including Beta Software, You shall return to Keithley or destroy the Software and all associated documentation, together with all copies in any form, and certify such destruction in writing.

Important Note: upon expiration or termination of Subscription Software, You may lose access to Your data stored by the Software. KEITHLEY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF YOUR DATA CAUSED BY SUCH TERMINATION.

IF YOU TRANSFER, DISTRIBUTE, OR OTHERWISE MAKE AVAILABLE ANY COPY, MODIFICATION, OR MERGED PORTION OF THE SOFTWARE WITHOUT THE EXPRESS PERMISSION OF THESE TERMS AND CONDITIONS OR PRIOR WRITTEN CONSENT OF KEITHLEY, YOUR LICENSE WILL BE IMMEDIATELY AND AUTOMATICALLY TERMINATED.

7. SOFTWARE UPDATES

Any updates for Subscription Software released during the Term will be available at no additional cost.

Updates for Perpetual Software will be available for the first year for free. After the first year, updates will only be available if You have paid for an additional maintenance term, and only during that term, unless expressly stated in writing outside of this License Agreement. If Your maintenance term ends, You

will not be entitled to any additional updates but may still use the Perpetual Software, including any updates You have already received.

8. NO WARRANTY

Keithley does not warrant that the functions contained in the Software and Program will meet Your requirements or that the operation of the Software will be uninterrupted, secure, or error-free.

EXCEPT AS SEPARATELY PROVIDED IN A WRITTEN WARRANTY FROM KEITHLEY, THE SOFTWARE AND PROGRAM ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT.

THE SOFTWARE AND PROGRAM IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY "HAZARDOUS ACTIVITIES"). KEITHLEY AND ITS AFFILIATES, LICENSORS, AND RESELLERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HAZARDOUS ACTIVITIES.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL KEITHLEY, ITS AFFILIATES, LICENSORS, OR RESELLERS BE LIABLE FOR: (1) ECONOMICAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, (2) LOSS OF OR DAMAGE TO YOUR DATA OR PROGRAMMING, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE SOFTWARE, (3) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (4) ANY DAMAGE, CLAIMS, OR LOSSES RESULTING FROM THE USE OF THE SOFTWARE IN CONJUNCTION WITH OTHER PRODUCTS OR SERVICES (INCLUDING THIRD-PARTY PRODUCTS OR SERVICES); OR (5) INDEMNIFICATION OF YOU OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES RELATED TO THE GOODS OR SERVICES PROVIDED UNDER THIS LIMITED WARRANTY, EVEN IF KEITHLEY OR ITS AFFILIATES, LICENSORS, OR RESELLERS HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. STILL, THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL KEITHLEY'S TOTAL AGGREGATED LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION EXCEED THE AMOUNT RECEIVED BY KEITHLEY FROM YOU FOR THE SOFTWARE OR EQUIPMENT GIVING RISE TO THE CLAIM.

You are solely responsible for Your data. You must back up Your data before Keithley or a third party performs any remedial, repair, upgrade, or other work on Your systems, including any Equipment. If

applicable law prohibits exclusion of liability for lost data, then Keithley will only be liable for the cost of the typical effort to recover the lost data from Your last available backup.

10. SECURITY DISCLAIMER

This Software and its associated Equipment (if any) are not designed or intended to be used with unsecured networks. You acknowledge that use of the Equipment may rely upon networks, systems, and data communication mediums that are not controlled by Keithley and that may be vulnerable to data or security breaches, including, without limitation, internet networks used by Your internet providers and the databases and servers controlled by Your internet providers. Keithley shall not be liable for any such breaches, including without limitation, damages and/or loss of data related to any security breach, and disclaims all warranties, including any implied or express warranties that any content will be secure or not otherwise lost or altered.

For the avoidance of doubt, if You choose to connect this Software or Equipment to a network, it is Your sole responsibility to provide and continuously ensure a secure connection to that network. You agree to establish and maintain appropriate measures (e.g., firewalls, authentication measures, encryption, anti-virus applications, etc.) to protect the Software and Equipment and any associated data against security breaches, including unauthorized access, destruction, use, modification, or disclosure. You are responsible for using this software/equipment in a secure environment, ideally isolated from the production network. You are responsible for maintaining a secure environment where this software or equipment is used. Notwithstanding the foregoing, You shall not use any Products in a network with other products or services incompatible, insecure, or non-compliant with applicable laws or regulations.

11. THIRD-PARTY DISCLAIMER

The Software may contain software owned by third parties and obtained under a license from those parties ("Third Party Software"). Your use of such Third Party Software is subject to the terms and conditions of this Agreement and the applicable Third Party Software licenses. Except as expressly agreed otherwise, third parties do not warrant the Third Party Software, do not assume any liability with respect to its use, and do not undertake to furnish any support or information relating thereto.

12. SOURCE CODE OFFER

This Software may contain components licensed under the "GNU General Public License (GPL)," "Lesser GNU General Public License (LGPL)," "Common Public License (CPL)," and/or "Mozilla Public License (MPL)" for which the complete corresponding sources are available.? You can order a complete machine-readable copy of the GPL, LGPL, CPL, and/or MPL source code from us for a period of three (3) years after download or receipt of the software by sending a written request to:

> Associate General Counsel, IP
> Keithley, Inc.
> MS/50 LAW

14150 SW Karl Braun Dr.
Beaverton, OR 97077

This offer is valid to anyone in receipt of this information.

Your request must include (i) the name of the product, (ii) your (company) name, and (iii) your return mailing and email address (if available).

Please note that we may charge you a fee to cover the cost of performing this distribution.

Keithley will fulfill its obligations under section 3.2 of the MPL by providing MPL source code (including any Keithley modifications, if applicable) via an electronic distribution method.

13. PRIVACY

Keithley will handle and store data it receives in compliance with applicable law and the applicable Keithley privacy statement or privacy notice, available at www.tek.com/privacy-statement.

14. GENERAL

Unless the Customer is the United States Government, this Agreement contains the entire agreement between the parties with respect to the use, reproduction, and transfer of the Software and shall be governed by the laws of the state of Oregon, excluding choice of law provisions.

You shall be responsible for any taxes that may now or hereafter be imposed, levied, or assessed with respect to the possession or use of the Software or the rights and licenses granted under this Agreement, including any sales, use, property, value-added, and excise taxes, and similar taxes, duties, or charges.

Any waiver by either party of any provision of this Agreement shall not constitute or be deemed a subsequent waiver of that or any other portion.

You may not assign this Agreement or any right or obligation under this Agreement or delegate any performance without Keithley's prior written consent. This section does not prohibit You from transferring the Equipment in accordance with Subsections 3 and 4 of the Section titled "You may" above.

All questions or notices regarding this Agreement should be directed to the nearest Keithley Sales Office or GC/Legal Department of Keithley.

15. ADDITIONAL STATEMENT FOR BETA SOFTWARE

Beta Software is not at the level of performance of a commercially available product. Beta Software is only provided for testing and evaluation purposes and is not intended for commercial use. Keithley does not warrant that the functions contained in the Beta Software will meet Your requirements or that the operation of the Beta Software will be uninterrupted, error-free, or without security vulnerabilities.

Therefore, You release Keithley for any damages or other liabilities related to such. For the avoidance of doubt, this Section does not create any additional warranties for non-Beta Software, directly or implied, that is not expressly provided in this Agreement.

Keithley may modify the Beta Software substantially prior to commercial release or choose not to release a commercial version.

16. BETA SOFTWARE CONFIDENTIALITY

You agree that Beta Software and any accompanying documentation are the confidential, proprietary trade secret information of Keithley ("Confidential Information"). Confidential Information also includes other proprietary information that Keithley may share with You, including but not limited to technology, trade secrets, know-how, business operations, plans, strategies, marketing information, financial information, or business plans. Confidential Information does not include any information that (i) is or becomes generally available to the general public through no fault of You, (ii) is received by You from a third party that lawfully obtained the information, and is not under any obligation to keep it confidential, or (iii) was known to You before this Beta Software License Agreement or was independently developed by You without any reference to the Confidential Information.

During the Beta Term and for a period of three years afterward, You will safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care that it uses to protect Your sensitive information, and in no event less than a reasonable degree of care. You agree that You will not disclose any Confidential Information in whole or in part to any third party without the express prior written consent of Keithley.

Version 2.2 – updated 1/10/2024