

Standard Services Offering – Hardware Maintenance Services Co-Pay Support

Standard (U.S.) Version 2019.7.15

This Standard Services Offering – Co-Pay Service Program for Hardware Maintenance Services (“Service Program”) describes the scope, technical details, and procedural requirements of the Hardware Maintenance Services that KLA Corporation (“KLA”) provides under the maintenance and service program designated by KLA as “Basic Support”. All Hardware Maintenance Services described herein are subject to KLA’s General Terms and KLA’s Hardware Maintenance Terms available at www.kla.com/terms. All terms that are not defined in this Service Program shall have the same meaning as in the General Terms and in its Hardware Maintenance Terms. The General Terms and Hardware Maintenance Terms shall prevail in case of any inconsistencies between them and this Service Program (and any other documents relating to the Hardware Maintenance Services). This Service Program is confidential and is intended solely for the Customer to whom it is intentionally provided by KLA in connection with a quotation or other proposal.

1. Principal Period of Maintenance – Covered Hours

- **Covered Hours:** Monday – Friday, 8:00 a.m. – 5:00 p.m. local time, excluding KLA holidays (“Covered Hours”) *
- KLA holidays: Specified by KLA annually (list available upon request)

* For select hubs, KLA may, at its sole discretion, provide 7x8 on-site Hardware Maintenance Services (*i.e.*, during the following Covered Hours: Monday thru Sunday, 8:00 a.m. – 5:00 p.m. local time).

2. Scope

- Includes on-site labor required to perform preventive or remedial (repair) maintenance during the Covered Hours.
- Includes telephone technical assistance during the Covered Hours.
 - Services performed outside the Covered Hours, or excluded from coverage based on the Hardware Maintenance Terms (*e.g.*, Customer’s abuse of Products or due to Force Majeure conditions) will be provided at KLA’s sole discretion at the prevailing time & materials rates (see Section 12 below), and are subject to KLA’s Time & Materials Services Terms (available at www.kla.com/terms). Services performed outside the Covered Hours at Customer’s request will be provided on a “reasonable efforts” basis.

3. Travel Expenses

- Includes reasonable travel expenses incurred in the provision of on-site labor, including on-site escalation.

4. **Parts**

Covered Parts

- Includes replacement parts required for preventive maintenance, except those parts that are expressly excluded from coverage (see below).
- Includes fifty percent (50%) of repair/exchange price on replacement parts required for remedial maintenance, except those parts that are expressly excluded from coverage (see below).
- Includes fifty percent (50%) of consumable parts price (parts consumed during operation or that have an expected limited lifetime; e.g., lamps, lasers, fuses, detectors, batteries, etc.) to the extent detailed per Product.
- Includes delivery (and installation, if KLA customer support engineer (CSE) required) of parts that are designated by KLA as field replaceable units (FRUs) (a) in five (5) to seven (7) business days (Monday through Friday) upon receipt of Customer's order on non-critical orders (non-tool down), or (b) on next business day upon receipt of Customer's order on emergency orders (tool down).

Excluded Parts

- Excludes printers and printer supplies, Resistivity Probes, and Profiler Stylus.

5. **Preventive Maintenance Schedule**

- Preventive maintenance will be performed in accordance with the preventive maintenance schedule for Customer's Product as specified in the applicable Product-specific data sheets – available on request).

6. **Revisions**

- Includes Hardware Revisions and Software Revisions that KLA has released as "Field Change Orders" (FCO).
- Includes installation of revisions by Customer Support Engineer (CSE).

7. **Target Response Time**

- On-Site Response: Eight (8) or Sixteen (16) Covered Hours after Problem logging as specified in the Product-specific data sheets (available on request).

8. **Escalation**

- Includes additional technical resources to assist with Problem diagnosis and repair during the Covered Hours. The application of additional technical resources is determined by KLA in KLA's sole discretion.

9. **Account Management**

- Includes the availability of KLA service manager for meetings with Customer on a regular basis as determined by KLA to review service metrics, performance of Hardware Maintenance Services, and other related issues.

10. **Matching***

- Includes Hardware matching based on the factory acceptance criteria performed on ***Defect Standard Wafers***.
- Includes development of a unique matching process with non-standard acceptance criteria; provided, however, that matching based on such non-standard acceptance criteria and the resulting required maintenance services may be outside the scope of Hardware Maintenance Services. These additional charges would be based on the prevailing time & materials rates and subject to KLA's Time & Materials Services Terms.

* **Included only if Matching option purchased with this Service Program.**

11. **Global Contact Center (GCC)**

- To request Hardware Maintenance Services, please go to www.kla.com/contact for contact information on KLA's Global Contact Center ("GCC"). KLA will provide toll-free telephone access to the GCC, 24 hours per day for Problem logging.
- Includes the following services: Problem logging, technical assistance, Problem tracking, dispatch of customer support engineers (CSE), parts identification and parts ordering.

12. **Fees**

- The fees for the Hardware Maintenance Services provided under this Service Program are specified in KLA's then current price list.
- The current time & materials rates are as follows:
 - **Parts:** Parts will be charged in accordance with KLA's then current price list.
 - **Labor:** Time & materials rates for labor are available through quotation from your local KLA service office.

13. **Transition**

- KLA will work with Customer to develop a support plan prior to the end of Hardware Maintenance Services coverage.