

## **Standard Services Offering – Hardware Maintenance Services Core Contract Support**

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This Standard Services Offering – Core Contract Support for Hardware Maintenance Services (the “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 “Flex” contract support. All Hardware Maintenance Services described herein are subject to KLA’s General Terms and Hardware Maintenance Terms available at [www.kla.com/terms](http://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 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 (the “Covered Hours”)
- KLA holidays: Specified by KLA annually (list available upon request)

### **2. Scope**

- Includes on-site labor required to perform preventive maintenance (repair) during the Covered Hours.
- Includes limited on-site labor (defined herein as “Corrective Maintenance Case Credits”) required to perform remedial maintenance (repair) during the Covered Hours as specified in the applicable Core data sheets (available upon request).
- Any labor performed not using the Corrective Maintenance Case Credits is subject to KLA’s Time & Materials Services Terms (available at [www.kla.com/terms](http://www.kla.com/terms)).
- 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 and are subject to KLA’s Time & Materials Services Terms (available at [www.kla.com/terms](http://www.kla.com/terms)). Services performed outside the Covered Hours at Customer’s request will be provided on a “reasonable efforts” basis.

- Each Corrective Maintenance Case Credit includes on-site labor required to perform remedial (repair) maintenance to resolve one service case during the Covered Hours.
- Corrective Maintenance Case Credits are only valid during the validity period of the current applicable contract. Unused Corrective Maintenance Case Credits will expire at the end of the contract period.

### 3. **Travel Expenses**

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

### 4. **Parts**

#### **Covered Parts**

- Includes replacement parts required for preventive maintenance.
- Includes replacement parts required for remedial maintenance on “base tool”, except those parts that are expressly excluded from coverage (see below, “Excluded Parts”).
- Includes delivery (and installation, if KLA customer support engineer (“CSE”) is required) of parts that are designated by KLA as field replaceable units (“FRU’s”) (a) in five (5) to seven (7) business days (Monday through Friday) upon receipt of Customer’s non-critical order (non-tool down situation), or (b) on next business day upon receipt of Customer’s emergency order (tool down situation).

#### **Excluded Parts**

- Excludes parts based on each specific Product model (as specified in the applicable Core data sheets (available on request).
- Parts not covered by this Service Program are available at the prevailing time & materials rates and are subject to KLA’s Time & Materials Services Terms minus ten percent (10%) discount.

### 7. **Target Response Time**

- On-Site Response: Twenty-four (24) or Thirty-Two (32) Covered Hours after Problem logging as specified in the Core data sheets (available on request).
- Single Tool Dispatch: Limited to the on-site dispatching of only one (1) CSE per tool family at a time for preventive and/or remedial maintenance events.

**9. Escalation Support**

- Additional on-site technical resources to assist with Problem diagnosis and repair are available at the prevailing time & materials rates, and subject to K-T's Time & Materials Services Terms (minimum charge is two (2) hours). Customer will also be charged for travel time from point to point, as well as travel expenses incurred.

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

- To request Hardware Maintenance Services, please go to [www.kla.com/contact](http://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, dispatch of CSE.

**12. Fees**

- The fees for the Hardware Maintenance Services provided under this Service Program are specified in KLA's then current price list (available upon request).
- Parts: Parts will be charged in accordance with KLA's then current price list.