

Standard Services Offering – Hardware Maintenance Services Preventive Maintenance Support

Standard (U.S.) Version 2019.7.15

This Standard Services Offering – Preventive Maintenance 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 the 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:** Scheduled during KLA’s standard work schedule, *i.e.*, 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)

2. Scope

- Includes labor required to perform preventive maintenance during the Covered Hours. 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).
- 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 9 below) and 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 providing preventive maintenance.

4. **Parts**

Covered Parts

- Includes replacement parts required for preventive maintenance, except those parts that are expressly excluded from coverage (see below).

Excluded Parts

- Excludes printers and printer supplies, Resistivity Probes, and Profiler Stylus.
- Replacement parts (required for remedial maintenance) and consumable parts (parts consumed during operation or that have an expected limited lifetime; e.g., lamps, lasers, fuses, detectors, batteries, etc.) are available for purchase at the prevailing time & materials rates and subject to KLA's Time & Materials Services Terms as follows: delivery 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); provided, however, that installation of replacement and consumable parts is included in the coverage under this Standard Services Offering (if KLA dedicated on-site customer support engineer (CSE) required), *i.e.*, installation will be not be charged on a time & materials basis.

5 **Revisions and Upgrades**

Hardware Revisions and Software Revisions that KLA has released as "Field Change Orders" (FCO) and Upgrades, and the installation of the same by a CSE are available at the prevailing time & materials rates and are subject to KLA's Time & Materials Services.

6. **Escalation**

- Additional technical resources to assist with Problem diagnosis and repair are available at the prevailing time & materials rates and subject to KLA'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.

7. **Matching** *

- Includes Hardware matching based on the factory acceptance criteria performed on Defect Standard Wafers.
- Includes development of 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 are subject to KLA's Time & Materials Services Terms.

* **Included only if Matching option purchased with this Standard Services Offering.**

8. **Customer Response Center (CRC)**

- 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.

9. **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.

10. **Transition**

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