

Standard Services Offering – Hardware Maintenance Services
Time & Materials Services
Version 2019.7.15

This Standard Services Offering for Time & Materials Services (“Services Offering”) describes the scope, technical details, and procedural requirements of the Time & Materials Services that KLA Corporation (“KLA”) provides. All Time & Materials Services described herein are subject to KLA’s General Terms and KLA’s Time & Materials Services Terms available at www.kla.com/terms. All terms that are not defined in this Services Offering shall have the same meaning as in the General Terms and in Time & Materials Services Terms. The General Terms and Time & Materials Services Terms shall prevail in case of any inconsistencies between them and this Services Offering (and any other documents relating to the Time & Materials Services). To the extent that this Services Offering contains additional provisions, *i.e.*, provisions that are not contained in, but are consistent with, the General Terms and the Time & Materials Services Term, the provisions of this Services Offering shall apply in addition to the provisions of the General Terms and Time & Materials Services Terms. This Services Offering 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)

2. Scope

- KLA shall deploy personnel for the agreed-upon days or hours to provide Time and Materials Services and to deliver any required parts.
- Response time is based on reasonable effort availability of KLA Customer Support Engineer (CSE).
- Labor is charged on an hourly basis, from the start of the job to the end of the job. The minimum labor charge is two (2) hours.

Note: All labor performed for equipment testing to verify performance will be charged at the then current hourly rate. The Customer will be provided a Field Service Report that details all labor charges incurred during the service visit.

Additional Warranty Disclaimer for Labor

- In addition to the warranty limitations and disclaimers in the Time & Materials Services Terms, KLA does not warrant service activities that include the installation of parts not purchased from KLA. For the avoidance of doubt, the foregoing warranty disclaimer constitutes an additional, and not an inconsistent, provision with respect to the Time & Materials Services Terms.

3. Travel Expenses and Travel Time

- The Customer is responsible for all travel expenses incurred in connection with providing labor during the service visit. Travel time is invoiced on a portal-to-portal basis either (i) at an hourly rate equal to the then current labor rate for the Covered Hours, or (ii) if repairs require more than a single day, on a Travel Per Diem basis. "Travel Per Diem" means that the Customer will be charged the regional daily rate for each day minus one (1) day. Airfare will be charged at the actual expense

4. Parts

Parts Ordering

- Parts are ordered by contacting the Global Response Center ("GRC").
- Non-critical parts lead times are quoted at time of order.
- Target service level for parts delivery is 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).
- Emergency parts orders are shipped using next business day delivery for parts on hand and are subject to an expedite fee.
- Parts may be returned for a refund, subject to a 15% restocking fee if (i) KLA receives the returned part within 30 days of original shipment by KLA of the returned part, and (ii) the factory seal is not broken and has not been tampered with. A 15% restocking fee applies to all returned parts.
- If the factory seal is broken or has been tampered with, the part may be eligible for an exchange credit if the part (a) is repairable, (b) has not been repaired or tampered with by non-KLA personnel or non-KLA authorized contractors, (c) is returned in same or like packaging as the KLA part replaced, and (d) is returned in conjunction with the purchase of the same part. Broken parts must be returned within 30 days of purchase of the same part. There is no exchange credit on non-repairable parts.
- Shipping and handling for parts ordered by Customer directly from KLA is paid by the Customer
- Standard parts pricing is based on KLA's ability to utilize new or refurbished parts.

- KLA reserves the right to refuse the installation of parts not purchased from KLA, based on safety, performance or other concerns.

Additional Warranty Disclaimer for Parts

- In addition to the warranty limitations and disclaimers in the Time & Materials Services Terms, KLA does not warrant (i) modules, assemblies and parts that, in connection with the first service call for the Hardware (tool) in question, were determined by KLA to not have caused the failure of a tool to conform to the applicable documentation; or (ii) parts that were not purchased from KLA. For the avoidance of doubt, the foregoing warranty disclaimers constitute additional, and not inconsistent, provisions with respect to the Time & Materials Services Terms.

5. Global Response Center (GRC)

- 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.

6. Time and Material Service Rates

- Labor: Time & materials rates for labor are available through quotation from your local KLA service office.
- Technical Support Engineers, Applications Engineers, and Systems Engineers may be required to provide additional technical expertise to support the local engineer. These resources are charged at the applicable hourly rate.
- Parts: Parts will be charged in accordance with KLA's then current price list.
- Rates for Time & Materials Services (labor) and for Travel Per Diem are subject to change. KLA will provide the current time & materials rates to Customer upon request.