

These Hardware Maintenance Terms apply to any quote, order, and order acknowledgment, and any sale of hardware maintenance services by KLA Corporation, One Technology Drive, Milpitas, California 95035 ("KLA") to any acquirer ("Customer"). KLA does not accept, expressly or impliedly, and KLA hereby rejects, any additional or different terms or conditions that Customer presents, including but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless KLA expressly and unambiguously agrees to such terms and conditions in a duly signed writing. By ordering, receiving, accepting or using services or otherwise proceeding with any transaction after receipt of these Hardware Maintenance Terms or after otherwise being notified that such transactions are subject to these Hardware Maintenance Terms, Customer agrees to these Hardware Maintenance Terms and KLA's General Terms, which are incorporated by reference herein and are either attached hereto, or available at www.kla.com/terms or on request.

1. SCOPE AND DEFINITIONS

1.1 Scope. These Hardware Maintenance Terms apply to Hardware and Software installed thereon (governed by KLA's Pre-installed Software License Terms), for which KLA has agreed in writing to provide Hardware Maintenance Services. Maintenance services for computer programs that are to be installed on Third Party Products are governed by KLA's Software Maintenance Terms, which are available at www.kla.com/terms or on request. If KLA performs any services outside the scope of the applicable Standard Services Offering — including, but not limited to, services requested by Customer in accordance with Section 4.5 (Other Errors) or services required due to actions or events listed in Section 4.6 (Limitations and Exclusions) — KLA's then-current Time & Materials Services Terms (which are available at www.kla.com/terms or on request) shall apply; provided, however, that KLA shall not be obligated to perform any services outside the scope of the applicable Standard Services Offering. KLA's obligation under these Hardware Maintenance Terms shall solely be to undertake the agreed services activities and not to achieve certain technical, economical, or other results.

1.2 Definitions. The definitions in KLA's General Terms shall apply in addition to the following definitions:

"**Hardware Maintenance Services**" means the services defined in Section 4 (Scope of Hardware Maintenance Services).

"**Hardware Revision**" means a modified version or modification of Hardware for Problem correction.

"**Maintenance Period**" means a period of twelve (12) consecutive calendar months commencing on the date specified by KLA in writing or, if not specified by KLA, the date on which KLA first makes Hardware Maintenance Services available to Customer.

"**Problem**" means the failure of a Product to conform to the applicable Documentation.

"**Revision**" means a Hardware Revision or a Software Revision, but not Upgrades.

"**Software Revision**" means a modified version or modification of Software for Problem correction.

"**Standard Services Offering**" means KLA's written description of the scope, technical details, procedural requirements and/or price of certain types of standard maintenance and support services programs, which KLA makes available to Customer on KLA's website www.kla.com/terms, or otherwise upon request.

"**Upgrades**" means an enhancement or modification of a Product made for purposes other than Problem correction.

2. ELIGIBILITY

2.1 Eligible Hardware. Hardware is not eligible for Hardware Maintenance Services, unless it was (i) supplied and installed by KLA less than five (5) years ago; and (ii) covered by a warranty under the Hardware Sales Terms immediately prior to the commencement of Hardware Maintenance hereunder.

2.2 Inspection and Approval. Hardware that does not meet the requirements specified in Section 2.1 (Eligible Hardware) is eligible for Hardware Maintenance Services subject to KLA's written approval and only within thirty (30) days after such approval. If KLA determines, in KLA's sole discretion, through inspection that such Hardware is in good operating condition, KLA shall approve the eligibility of the Hardware for Hardware Maintenance Services.

2.3 Relocation of Hardware. At Customer's request, KLA will relocate Hardware for Customer. Such request must be received by KLA at least thirty (30) days prior to the requested relocation date. Hardware that is being relocated is automatically removed from coverage under these Hardware Maintenance Terms upon de-installation. KLA shall not be obligated to perform any Hardware Maintenance Services for relocated Hardware unless and until KLA has approved the

本硬件维护条款适用于KLA Corporation, One Technology Drive, Milpitas, CA 95035 ("KLA") 对任何购买人 ("客户") 的硬件维护服务的任何报价、订单、订单确认书或任何出售。KLA 不明示或默示地接受而且KLA 特此拒绝承认客户提出的任何附加或不同的条款或条件, 包括但不限于任何订单、接受函、确认书或其他文件中包含或提及的或商业惯例或此前的业务惯例确立的任何条款或条件, 除非KLA 在正式签署的书面文件中明确清楚地同意该等条款和条件。客户在收到本硬件维护条款后或在被以其他方式告知交易受本硬件维护条款约束后, 订购、接收、接受或使用服务或另行继续任何交易的, 即表示客户同意本硬件维护条款以及KLA 一般条款 (该等条款经在此提及而纳入本条款, 或可从 www.kla.com/terms 网址或向KLA 索取获得)。

1. 范围和定义

1.1 范围。 本硬件维护条款适用于KLA 已书面同意为其提供硬件维护服务的硬件和在该等硬件上安装的软件 (受KLA 预装软件许可条款约束)。安装在第三方产品上的计算机程序的维护服务, 受KLA 软件维护条款约束, 该等条款可从www.kla.com/terms 网址或向KLA 索取获得。如果KLA 在适用的标准服务单范围之外提供任何服务, 包括但不限于客户按照第4.5条 (其他错误) 要求的服务, 或因第4.6条 (限制和排除) 列明的作为或事件而要求的服务, 则应适用KLA 届时有效的的时间和材料服务条款 (可从 www.kla.com/terms 网址或向KLA 索取获得); 但是, KLA 并无义务在适用的标准服务单范围之外履行任何服务。KLA 在本硬件维护条款项下的义务, 仅限于实施约定的服务活动, 而不是达到若干技术的、经济的或其他结果。

1.2 定义。 除下述定义外, 适用KLA 一般条款中的定义:

"**硬件维护服务**" 指第4条 (硬件维护服务范围) 定义的服务。

"**硬件修改**" 指用于纠正问题的硬件修改版本或修改。

"**维护期**" 指自KLA 书面指明的日期起 (或, 如KLA 未指明日期, 则自KLA 首次向客户提供硬件维护服务之日起) 连续十二 (12) 个日历月的期间。

"**问题**" 指产品不符合有关文档。

"**修改**" 指硬件修改或软件修改, 但不指升级。

"**软件修改**" 指用于纠正问题的软件修改版本或修改。

"**标准服务单**" 指对KLA 在其网站www.kla.com/terms、或以其他方式、或应要求提供给客户的若干标准维护和支持服务方案的范围、技术细节、程序要求 and/或价格的书面描述。

"**升级**" 指为纠正问题之外的目的而对产品作出的提高或改动。

2. 资格

2.1 有资格的硬件。 除非(i) 硬件是KLA 不到五 (5) 年前供应、安装的; 且(ii) 在本条款项下的硬件维护开始前享有硬件销售条款项下的保证, 否则, 硬件无资格享有硬件维护服务。

2.2 检查和批准。 不符合第2.1条 (有资格的硬件) 的要求的硬件, 经KLA 书面批准后, 且仅在该等批准后三十 (30) 天内, 才有资格获得硬件维护服务。如KLA 检查后自行认定, 该等硬件的运行状态良好, 则KLA 应批准该硬件有资格获得硬件维护服务。

2.3 硬件搬迁。 经客户要求, KLA 将为客户搬迁硬件。该等请求应在要求搬迁日前至少三十 (30) 日由KLA 收到。搬迁硬件在拆卸后自动脱离本硬件维护条款的保障。除非KLA 已批准搬迁硬件的硬件维护服务资格, 否则, KLA 没有义务为搬迁硬件履行任何硬件维护服务。如果

eligibility of such Hardware for Hardware Maintenance Services. KLA shall approve the eligibility of the Hardware for Hardware Maintenance Services if KLA has (i) inspected the Hardware; and (ii) determined that it is in good operating condition and that sufficient KLA personnel is available to provide Hardware Maintenance Services for such Hardware in the new location. Relocated Hardware that has been approved by KLA as being eligible for Hardware Maintenance Services shall be automatically added again to coverage under these Hardware Maintenance Terms upon approval by KLA.

2.4 Time & Materials Services. Relocation and inspection services and services required to achieve a good operating condition that KLA agrees to perform upon Customer's request will be performed subject to KLA's then-current rates and Time & Materials Services Terms.

3. AUTHORIZED SUPPORT CONTACTS. Customer may appoint up to two (2) contact persons who shall participate in any training programs that KLA, at its sole discretion, may offer or require as part of the Hardware Maintenance Services, and who shall be Customer's support contacts for all requests for Hardware Maintenance Services and all communications between Customer and KLA regarding Hardware Maintenance Services ("Authorized Support Contacts"). Customer may request the designation of additional Authorized Support Contacts subject to payment by Customer of additional hardware maintenance fees at KLA's then-current rates

4. SCOPE OF HARDWARE MAINTENANCE SERVICES. During the Maintenance Period, KLA will provide the services that KLA, at its sole discretion, makes generally available to all of KLA's customers that are then receiving services under the same Standard Services Offering (collectively, "Hardware Maintenance Services").

4.1 Revisions. This Section 4.1 shall apply to Hardware Maintenance Services performed by KLA based on a Standard Services Offering that includes the provision of Revisions. Revisions will be made available to Customer in such form and — in case of Software Revisions — on such media as KLA in its discretion deems appropriate. KLA reserves the right not to create any Revisions and to market new versions of the Products as new products or Upgrades for additional consideration. Customer may use the Revisions only instead of, but not in addition to, the revised Products. Upon installation of a Software Revision, Customer shall (i) return all previous versions of the Hardware upon installation of a Hardware Revision; and (ii) delete all previous versions of the Software. Revisions are covered by these Hardware Maintenance Terms, but, without limiting Section 6.3 (Disclaimer), are not covered by the warranties applicable to the revised Products. Notwithstanding the foregoing, Customer's use of any Revisions shall be subject to the infringement indemnity provisions of KLA's General Terms and Customer's use of the Software Revisions shall additionally be subject to all license limitations and restrictions contained in the Pre-installed Software License Terms applicable to the revised Software. KLA Corporation owns, retains and reserves ownership, title, and all rights and interest, including, but not limited to, all Proprietary Rights in and to the Software Revisions, subject only to the limited rights that KLA expressly grants herein. Without limiting the generality of the foregoing, Customer acknowledges that nothing herein shall constitute a sale of any Software Revisions (or any Intellectual Property in and to the Software Revisions) including any copies and portions thereof.

4.2 Preventive and Remedial Maintenance. During the maintenance hours specified in the applicable Standard Services Offering, KLA shall perform the preventive and / or remedial maintenance described in such Standard Services Offering.

4.3 Refurbished Parts. KLA may use refurbished parts in order to perform remedial maintenance for Hardware.

4.4 Problem Reporting, Response and Resolution Times. Customer shall inform KLA of a Problem by contacting KLA as specified in the applicable Standard Services Offering. KLA shall provide remedial maintenance to Customer in accordance with the target response times and target resolution times identified in the applicable Standard Services Offering, if any. Notwithstanding the foregoing, any response and resolution times specified in the applicable Standard Services Offering shall constitute non-binding targets only.

4.5 Other Errors. If KLA believes that an error reported by Customer may not be due to a Problem or is otherwise outside the scope of the applicable Standard Services Offering, KLA will so notify the Customer, who may then either (i) instruct KLA to proceed with Hardware Maintenance Services regarding said error at Customer's possible expense, as further specified in this Section 4.5; or (ii) advise KLA that Customer does not wish the error pursued, in which case KLA may elect, at its sole discretion, not to pursue the error without liability therefor. If the Customer requests that KLA proceeds with Hardware Maintenance Services regarding an error and KLA subsequently determines that the error was not due to a Problem, KLA's then-current Time & Materials Services Terms shall apply to any error identification or correction efforts undertaken, and repair costs incurred, by KLA.

4.6 Limitations and Exclusions. KLA shall not be obligated to provide Hardware Maintenance Services if such Hardware Maintenance Services are required due to (i) Customer's mishandling, abuse, misuse, or use of the Product other than in accordance with KLA's operation instructions; (ii) use of the Products with hardware or software that was not expressly specified in writing by KLA as suited for use with the Products; (iii) changes to the Customer environment, in which the Products were provided; (iv) actions of persons other than

(i) KLA 已检查过硬件; (ii) 认定硬件运行状态良好, 而且有充分的KLA 人员为新场所的该等硬件提供硬件维护服务, 则KLA 应批准该等硬件的硬件维护服务资格。经KLA 批准后有资格享有硬件维护服务的搬迁硬件, 自批准后自动重新加入本硬件维护条款的保障之列。

2.4 时间和材料服务。 搬迁和检查服务, 以及应客户要求而KLA 同意履行的、达到良好的运行状况所需的服务, 将按KLA 届时有效的费率和时间和材料服务条款履行。

3. 授权支持联系人。 客户可指定最多两 (2) 名联系人, 他们将参加KLA 自行决定作为硬件维护服务的一部分提供的或要求的任何培训项目, 并将担任一切硬件维护服务请求以及客户与KLA 间一切有关硬件维护服务通讯的客户支持联系人 ("授权支持联系人")。客户可在按KLA 届时有效的费率支付额外的硬件维护费后, 要求指定额外的授权支持联系人。

4. 硬件维护服务范围。 维护期间KLA 提供的服务, 以KLA 依其自行决定向当时获取同一标准服务单下服务的一切KLA 客户普遍提供的服务 (合称 "硬件维护服务") 为准。

4.1 修改。 本第4.1 条适用于KLA 按标准服务单履行的硬件维护服务, 包括修改的提供。修改将按KLA 自行认为适当的形式以及介质 (如为软件修改) 提供给客户。KLA 保留不制作任何修改, 以及将产品新版本作为新产品或升级进行营销、获取额外对价的权利。客户仅可将修改用于取代被修改产品, 而不得再行使用被修改产品。安装软件修改后, 客户应(i) 在安装硬件修改后退还硬件的所有先前版本; (ii) 删除软件的所有先前版本。修改受本硬件维护条款保障, 但是, 在不限制第6.3 条 (免责声明) 的条件下, 其不受适用于被修改产品的保证的保障。虽有前述规定, 客户对任何修改的使用, 应受KLA 一般条款中侵权赔偿条款的约束, 而且, 客户对软件修改的使用, 还应受适用于被修改软件的预装软件许可条款的一切许可限制和约束的制约。除KLA 在本条款项下明示授予的有限权利外, KLA Corporation 拥有、保留、保持软件修改的所有权、产权及一切权益, 包括但不限于软件修改的一切专有权利。在不限制前述一般性的同时, 客户认知, 本条款中的任何规定, 均不构成任何软件修改或其任何知识产权 (包括其任何拷贝或任何部分) 的销售。

4.2 预防性和补救性维护。 在有关标准服务单规定的维护时间内, KLA 应履行该等标准服务单描述的预防性和/或补救性维护。

4.3 翻新零件。 KLA 可将翻新零件用于履行硬件的补救性维护。

4.4 问题报告、回应和解决时间。 客户应按有关标准服务单的规定, 联系KLA, 将问题告知KLA。KLA 应按有关标准服务单规定的目标回应时间和目标解决时间 (如有) 向客户提供补救性维护。虽有前述规定, 有关标准服务单规定的任何回应和解决时间, 应仅属无约束力的目标。

4.5 其他错误。 如果KLA 认为, 客户报告的错误可能不是问题引起的, 或者不属于有关标准服务单的范围, 则KLA 将相应告知客户, 客户可(i) 指示KLA 对有关错误进行硬件维护服务, 客户可能需按本4.5 条的进一步规定支付费用; 或(ii) 告知KLA 其不想处理该错误, 这时, KLA 可依其自行决定, 选择不处理该错误而无需承担任何责任。如果客户要求KLA 对一项错误进行硬件维护服务, 而随后KLA 认定错误不是问题引起的, 则KLA 届时有效的时间和材料服务条款应适用于KLA 进行的任何错误识别或纠正工作以及KLA 发生的修理费用。

4.6 限制和排除。 因下列情形而需要硬件维护服务的, KLA 无义务提供该等服务: (i) 客户不当操作、滥用、不当使用或未按KLA 操作指示使用产品; (ii) 将产品与KLA 未书面明示规定适合与产品合用的硬件或软件合用; (iii) 产品提供时的客户环境发生变化; (iv) KLA 之外的人的行为; (v) KLA 之外的人安装、维护或修理产品, 但客户经KLA 以正式签署的书面文件授权进行的维护除外; (vi) KLA 一般条款定义的不可抗

KLA; (v) installation, maintenance, or repair of Products by someone other than KLA, except maintenance performed by Customer if an to the extent authorized by KLA in a duly signed writing; or (vi) Force Majeure conditions as defined in KLA's General Terms. KLA shall not be obligated to provide Hardware Maintenance Services for (a) Products that have been modified by someone other than KLA, unless such modifications were directed or approved by KLA in writing and made in strict conformance with all specifications and instructions provided in such writing; (b) Products that KLA modified in accordance with Customer's request, specifications, or instructions; (c) Third Party Products; or (d) Hardware whose eligibility for Hardware Maintenance Services has not been approved by KLA in accordance with Section 2.3 (Relocation of Hardware) after a relocation and the Software pre-installed on such relocated Hardware. The relocation of wafer prober Hardware within a test facility and mechanical and software interface changes, as required for normal operations, do not constitute an unapproved modification or relocation under Sections 4.6 (a) and (d) (Limitations and Exclusions). KLA shall not be obligated to provide Hardware Maintenance Services, except for (y) the most recent version of a Product and (z) prior versions of a Product for a period of twelve (12) months following the issuance of the next version of the Product; KLA shall have no obligation to provide Hardware Maintenance Services for any other version of a Product.

5. PAYMENT

5.1 Payment. KLA may invoice Customer quarterly in advance for the performance of Hardware Maintenance Services, at KLA's current standard rates, which are available on request and Customer shall make payment within thirty (30) days of the invoice date and in accordance with the General Terms.

5.2 Relocated Hardware. Payment obligations with respect to relocated Hardware are (i) automatically suspended on the day Hardware is de-installed, and (ii) automatically reinstated on the day following re-installation of the Hardware. Without limiting Section 2.3 (Relocation of Hardware) and Section 4.6(d) (Limitations and Exclusions), the performance of Hardware Maintenance Services for relocated Hardware and the Software pre-installed on such Hardware may be subject to increased hardware maintenance fees at KLA's then-current rates, e.g., due to a greater distance of the Hardware location from KLA's service center.

5.3 Increased Level of Specifications. KLA is only required to perform the Hardware Maintenance Services necessary to maintain the standard level of specifications of the Products as specified in the Documentation. If KLA, upon Customer's request, performs Hardware Maintenance Services that result in the certification of an increased level of specifications by KLA, the hardware maintenance fee may increase.

5.4 Upgrades. Upon installation of new versions of the Products that add new features or functionality, the maintenance fee may increase.

5.5 Discounts. KLA's discount schedule as applicable on the first day of the Maintenance Period shall apply to the Hardware Maintenance Services performed hereunder. If any of the factors that determine Customer's discount change, such discount will change effective at the beginning of the calendar months following the change. If Customer terminates Hardware Maintenance Services for any or no reason before the end of a Maintenance Period (i) any multi-year discount applicable to that Maintenance Period shall be forfeited retroactively and Customer shall pay up the resulting difference; and (ii) any multi-system discount will be recalculated based on KLA's then current discounts.

6. LIMITED WARRANTY AND DISCLAIMER

6.1 Limited Warranty. KLA will perform Hardware Maintenance Services substantially in accordance with the applicable Standard Services Offering.

6.2 Exclusive Remedy. If the Hardware Maintenance Services fail to conform to the limited warranty set forth in Section 6.1 (Limited Warranty), Customer may terminate Hardware Maintenance Services in accordance with Section 7.3 (Termination for Cause) if KLA fails to cure a non-conformance within thirty (30) days after receiving Customer's detailed request to cure the non-conformance. Termination shall not affect (i) Customer's obligations to pay for Hardware Maintenance Services already performed before KLA receives Customer's request to cure; or (ii) any other obligations of Customer under these Hardware Maintenance Terms. THE REMEDIES EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION 6.2 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST KLA WITH RESPECT TO A NON-CONFORMANCE OF HARDWARE MAINTENANCE SERVICES OR REVISIONS.

6.3 Disclaimer. EXCEPT AS SPECIFIED IN SECTION 6.1 (LIMITED WARRANTY), KLA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY HARDWARE MAINTENANCE SERVICES OR REVISIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 6.1 (LIMITED WARRANTY), UNLESS KLA RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN THIRTY (30) DAYS AFTER ITS

力情形。有下述情形的，KLA 没有义务提供硬件维护服务：(a) 产品被 KLA 之外的人修改，除非该等修改经 KLA 书面指示或批准，并严格按照该等书面文件中的一切规格和指示执行；(b) KLA 按客户请求、规格或指示修改的产品；或(c) 第三方产品；或(d) 其硬件维护服务资格在搬迁后未获 KLA 按第 2.3 条（硬件搬迁）批准的硬件，以及预装在该等搬迁硬件上的软件。正常操作所需的、测试设施内晶圆针测机硬件搬迁，以及机械和软件接口更换，不构成第 4.6 (a) 和 (c) 条（限制和排除）项下的未经批准的修改或搬迁。除(y) 为产品的最新版本，和(z) 在产品下一版本发行之 后十二(12)个月内为产品先前版本之外，KLA 无义务提供硬件维护服务；KLA 无义务为产品的任何其他版本提供硬件维护服务。

5. 支付

5.1 支付. KLA 可按其现行有效的标准费率（可向 KLA 求索获得），按季度提前就硬件维护服务的履行向客户出具发票，客户应在发票日后三十（30）日内按一般条款规定支付。

5.2 搬迁硬件. 对搬迁硬件的支付义务，(i) 于硬件拆卸日自动终止，(ii) 于硬件重装日自动恢复。在不限制第 2.3 条（搬迁硬件）和第 4.6(c) 条（限制和排除）的条件下，对搬迁硬件和该等硬件上的预装软件履行硬件维护服务，可能按 KLA 届时有效的费率，收取更高的硬件维护费（如，由于硬件所在地离 KLA 服务中心的距离加大）。

5.3 规格水平的提高. KLA 仅被要求按维持文档规定的产品标准规格水平所需，履行硬件维护服务。如经客户要求，KLA 履行的硬件维护服务导致规格水平经 KLA 证明已被提高，则可能提高硬件维护费。

5.4 升级. 如安装了增加了新特色或新功能的产品新版本，则可能提高维护费。

5.5 折扣. 于维护期首日适用的 KLA 折扣表，应适用于在本条款项下履行的硬件维护服务。如果客户折扣的任一决定因素发生变动，则折扣的变动将在该变动后的下一日历月初生效。如果客户在维护期结束前因任何原因或无原因而终止硬件维护服务，则(i) 适用于该维护期的任一多年折扣将被收回，并具有回溯力，客户应支付因之引起的差额；(ii) 任何多系统折扣将按 KLA 届时有效的折扣重新计算。

6. 有限保证和免责声明

6.1 有限保证. KLA 将基本遵守有关标准服务单履行硬件维护服务。

6.2 排他性救济. 如果硬件维护服务未符合第 6.1 条（有限保证）规定的有限保证，且 KLA 未在收到客户要求补救该履行不符的详尽请求后三十（30）日内补救该不符，则客户可按第 7.3 条（因故终止）终止硬件维护服务。终止不得影响：(i) 客户对在 KLA 收到客户补救请求之前已履行的硬件维护服务的付款义务；(ii) 客户在本硬件维护条款项下的任何其他义务。本 6.2 条明示规定的或提及的救济，是客户的唯一的、排他性的救济，代替客户就硬件维护服务不符或修改不符而对 KLA 享有的一切其他权利或救济。

6.3 免责声明. 除第 6.1 条（有限保证）另有规定外，KLA 对任何硬件维护服务或修改不作任何明示陈述或保证。在适用法律最大允许范围内，KLA 不作任何默示保证和陈述，包括但不限于任何适销性、特定用途适用性以及无侵权的默示保证和陈述，而且，除非 KLA 在不符发生后三十（30）日内收到客户的书面纠正请求，否则，客户不得根据第 6.1 条（有限保证）提出任何保证要求。

OCCURRENCE.

7. TERM AND TERMINATION

7.1 Term and Renewals. KLA will provide Hardware Maintenance Services during the Maintenance Period, which shall not be automatically renewed. If Customer wishes to obtain Hardware Maintenance Services beyond the initial Maintenance Period or for additional Products, Customer has to submit a new order.

7.2 Termination for Convenience. Either party may terminate Hardware Maintenance Services or exclude individual Products from the scope of Hardware Maintenance Services with ninety (90) days' written notice to the other party.

7.3 Termination for Cause. Either party may terminate Hardware Maintenance Services by written notice, effective immediately, if the other party fails to cure any material breach of these Hardware Maintenance Terms within thirty (30) days after receiving a written notice from the non-breaching party detailing the alleged material breach.

7.4 Automatic Termination. Hardware Maintenance Services shall be automatically terminated with respect to Software, and Hardware that contains Software, for which the license has expired or was terminated for any reason.

7.5 Consequences. Unless KLA validly terminates Hardware Maintenance Services for cause due to Customer's material breach of these Hardware Maintenance Terms, Customer shall be entitled to receive a proportionate refund of any prepaid fees applicable to the terminated portion of the Maintenance Period. If Customer validly terminates Hardware Maintenance Services for cause because of KLA's material breach of these Hardware Maintenance Terms, Customer shall also be entitled to receive a proportionate refund of any fees applicable to the thirty (30) days immediately preceding the termination. Other-wise, Customer shall not be entitled to receive any refunds. If KLA terminates Hardware Maintenance Services due to Customer's material breach, Customer shall return to KLA all Software Revisions, KLA's Confidential Information and other tangibles and intangibles received in connection with Hardware Maintenance Services, without retaining any copies thereof and all licenses granted to Customer under these Hardware Maintenance Terms for Revisions shall be automatically revoked.

7.6 Survival. KLA's General Terms and Sections 5 (Payment), 6 (Limited Warranty and Disclaimer), and this Section 7 of these Hardware Maintenance Terms shall survive any termination of Hardware Maintenance Services. Customer's licenses to Software Revisions shall survive only so long as Customer continues to fully comply with all provisions of these Hardware Maintenance Terms (including KLA's General Terms).

8. PREVAILING LANGUAGE

The English language version of these Hardware Maintenance Terms shall be controlling and legally binding in all respects and shall prevail in case of any inconsistencies.

7. 期限和终止

7.1 期限和续展. KLA 将在维护期内提供硬件维护服务，维护期不得自动续展。如果客户希望在初始维护期之后或为额外的产品取得硬件维护服务，则客户必须提交新的订单。

7.2 随意终止.任何一方均可经提前九十（90）天书面通知对方，而终止硬件维护服务或者将个别产品排除在硬件维护服务范围之外。

7.3 因故终止.如果一方未在收到守约方发出的指称实质违反本硬件维护条款的书面通知后三十（30）日内纠正该等实质违约，则另一方经书面通知该方而终止硬件维护服务，终止立即生效。

7.4 自动终止.对于许可已到期或许可因任何原因而被终止的软件以及包含该等软件的硬件，其硬件维护服务将自动终止。

7.5 后果.除非KLA 因客户对本硬件维护条款的实质违约而因故有效终止硬件维护服务，否则，客户有权就被终止的维护期部分获得相应比例的任何预付款退款。如果客户因KLA 对本硬件维护条款的实质违约而因故有效终止硬件维护服务，则客户还应有权获得终止前三十（30）天任何适用收费的相应比例的退款。其他情形下，客户无权获得任何退款。如果KLA 因客户的实质违约而终止硬件维护服务，则客户应向KLA 退还一切软件修改、KLA 保密信息，以及客户收到的与硬件维护服务有关的其他有形或无形物，且不得保留任何拷贝，而且，在本硬件维护条款下就修改授予客户的一切许可，均自动撤销。

7.6 继续有效.KLA 一般条款，以及本硬件维护条款的第5条（支付）、第6条（有限保证和免责声明）、本第7条，在任何终止后继续有效。客户对修改的许可权利，仅在客户继续全面遵守本硬件维护条款的（包括KLA 一般条款）所有规定时，才继续有效。

8. 作准文本

本硬件维护条款的英文文本，在所有方面均为作准文本，具有法律约束力。文本间有任何不符时，以英文本为准。