



# Application Systems (“AS”)

## Terms and Conditions

The terms and conditions detailed herein, together with the NI Standard Terms and Conditions of Sale available at [ni.com/legal](https://ni.com/legal) incorporated by reference in its entirety (“Agreement”), apply to your (“Customer,” “You,” and “Your”) purchase from NI of any of the Services for Application Systems (“Services”) or Service Programs for Application Systems (“Service Programs”) described in this document. Application Systems (“AS”) is an integrated system of hardware, software, and services that is packaged, promoted, and sold to address a specific set of customer needs. Application Systems have system-level specifications, support, and maintenance. Services described in this Agreement are offered solely to the AS listed in Attachment A. NI means the National Instruments Affiliate identified on the quote, order acknowledgement, or invoice, or in the absence of an identified National Instruments Affiliate, then National Instruments Corporation. THIS AGREEMENT SHALL ALSO APPLY TO ANY SEPARATE AS SYSTEMS AND SERVICES DESCRIPTION (“SSD”) OR SERVICE AGREEMENT APPLICABLE TO THE PURCHASE OF THE SERVICES BY REFERENCE MADE IN SUCH AGREEMENT. By placing an order with NI for Services or Service Programs, Customer agrees to be bound by the terms of this Agreement. In the event of a conflict of terms between this Agreement, any Service Agreement, an SSD, the terms of the SSD or Service Agreement will control in relation to the applicable Services only. In absence of an SSD or Service Agreement, these AS Services Terms and Conditions will control in relation to the applicable Services only. IF YOU DON’T AGREE WITH THESE TERMS, PLEASE NOTIFY NI IN WRITING WITHIN THIRTY (30) DAYS OF PURCHASE. THE SERVICE WILL THEN BE CANCELLED AND ANY FEES PREVIOUSLY PAID BY THE CUSTOMER TO NI FOR SUCH SERVICE WILL BE REFUNDED, EXCEPT IN THOSE CASES WHERE NI HAS ALREADY PERFORMED THE SERVICE(S).

### 1. Service Programs for AS

NI offers numerous Services in several Service Programs and Bundles. In order to use the Service Programs or Bundles for AS, Customer is required to contact NI or the Local NI Affiliate for the outline of the applicable process for requesting Service. Contact details are available at [ni.com/niglobal](https://ni.com/niglobal).

#### 1.1 Purchases and Orders

The initial term for the Services (“Initial Term”), the NI products included in the Application Systems (“AS”) that are subject to the Service (“Covered Product(s)” or “Product(s)”), location of Covered Products (“Covered Location(s)”), and the specific service entitlements will be identified on the NI quotation, order acknowledgement, invoice, SSD, or invoice receipt for the Service Program.

The start date of each Service Program and/or Bundles for AS is thirty (30) days from NI acknowledgment of Customer’s purchase order (PO) or reflected in the applicable SSD or other services agreement.

#### 1.2 Eligible Covered Products

The applicable SSD will list the specific Covered Products that are eligible for the Service Programs. Calibration Plans, if selected, are described in the SSD – Calibration Services.

### 2. Service Program Details

#### 2.1 Term of the Service Programs or Bundles for AS

NI will provide the agreed Services for all Covered Products at the Covered Locations for the agreed Initial Term. Services will vary depending on the agreed upon Service Program or Bundles for AS. Customer may purchase a Service Program for AS or Bundle for AS with an Initial Term of one (1), three (3), or five (5) years. NI may agree with Customer on a different Initial Term for the Service Programs for AS or Bundles for AS on a case-by-case basis.

## 2.2 Pricing

The price for each Service, Service Program for AS and/or Bundles for AS will be described in the respective NI quote, order acknowledgment, or invoice, as appropriate, and as provided in Section 2.1 above.

### 2.2.1 Price Impact for Change in Covered Location

Should Customer relocate any covered AS to a different location(s), it is Customer's responsibility to notify NI in writing of such change. If such change occurs, NI reserves the right to modify both available Services and pricing dependent on the new location(s).

## 2.3 Basic Service Program for AS

NI includes the following Services under the Basic Service Program for AS ("Basic Service Program"):

- i Access to Software Updates (as described in Section 3.3);
- ii Technical Support (as described in Section 3.4);
- iii Repair Services (as described in Section 3.6); and
- iv Advanced Replacement (as described in Section 3.7).

## 2.4 Full-Service Program for AS

The NI full-Service Program for AS ("Full-Service Program") includes Repair Services, Access to Software Updates, and Technical Support as listed in the Basic Service Program (Section 2.3) for AS, plus:

- i 24-Hour Replacement (as described in Section 3.8); and
- ii On-site Troubleshooting and Support (as described in Section 3.10).

## 2.5 Bundles for AS

NI may offer or agree with Customer to provide any service or combination of the services listed and described under Section 3, Services, as part of a Bundle for AS ("Bundle for AS").

## 3. Services

NI offers Services as described in this section or as specified in the applicable SSD or other services agreement. In order to use the purchased Services, Customer is required to contact NI or the Local NI Affiliate for the applicable process for requesting Services. Contact details are available at [ni.com/niglobal](https://ni.com/niglobal).

### 3.1 On-site or Remote Tester Bring-Up

NI offers this service on a per incident basis and as an option under the AS Custom Service Program. As defined in the applicable SSD, this service may include NI instructing Customer personnel, in person or remotely, on one or more of the following:

- i Unpacking and inspecting the Covered Product;
- ii Installing and powering up the Covered Product;
- iii Connecting the AS to a network;
- iv Verifying and activating software installed on the Covered Products; and
- v Connecting external Cabling to the Covered Products.

NI will schedule Services to be delivered during local, normal business hours, for up to eight (8) hours per day, five (5) business days a week ("8x5"). At NI's sole discretion, Services may be delivered in person or remotely.

### **3.2 Training for AS**

NI will deliver standard Operator Training for AS and Maintenance Training for AS at the agreed-to Customer location(s). The Customer location must meet normal training accommodations including but not limited to availability of power, projector or similar video device, and suitable training space.

NI offers the following two services as options under the Bundles for AS, and on a per incident basis.

#### **3.2.1 Operator Training**

NI will instruct Customer operators on:

- i How to start and shut down the Covered Product;
- ii How to use the Covered Product;
- iii How to use the Covered Product onboard system diagnostics; and
- iv Details on the NI support and escalation processes.

#### **3.2.2 Maintenance Training**

NI will instruct Customer maintenance personnel on:

- i How to install and bring up Covered Product;
- ii How to interpret Covered product onboard system diagnostic screens, messages, and reports;
- iii How to troubleshoot failed Covered Products;
- iv How to request repair/replace service for the Covered Product from NI; and
- v Details on the NI support and escalation processes.

### **3.3 Access to Software Updates**

The Customer will have access to all updates and bug fixes available for the NI Software included in the specific Covered Product as documented in the applicable SSD. NI includes this service under the Basic Service Program for AS (Section 2.3) and the Full-Service Program for AS (Section 2.4). Customer is responsible for downloading the latest updates to the NI AS Software from a secure online location that NI will provide after Customer purchases this service under an AS Service Program.

### **3.4 AS Technical Support**

NI will provide Customer with a specific telephone number, unique access code, email address and NI portal for direct access to trained AS support engineers. NI phone and email technical support will be provided during local, normal business hours, five (5) business days a week, and for up to eight (8) hours per day (“8x5”).

NI will assist the Customer with (i) troubleshooting issues, including those related to software updates; (ii) debugging efforts; and (iii) questions about product capabilities. NI includes this service under the Basic Service Program for AS (Section 2.3) the Full-Service Program for AS (Section 2.4), this service can also be included under a Bundle for AS (Section 2.5)

### **3.5 24x7 AS Phone Technical Support**

Phone and email technical support available as described in Section 3.4, 'AS Technical Support,' but to respond to urgent customer requests, service will be provided during twenty-four (24) hours a day each day of the complete year during the Term ("24x7"). NI may offer this service as an option under Bundle for AS (Section 2.5).

### **3.6 Repair Service**

Repair Service includes repairing any material failures in the Covered Products to operate in conformance with the published specifications for such Products and which failure may be reproduced by NI under normal operating conditions ("Qualified Repairs"). Repair Service includes: problem diagnosis, and repair to original NI factory specifications, parts, labor, materials, factory test to confirm repaired hardware complies with original NI factory specifications, or replacement of Covered Products as necessary to make Qualified Repairs. Customer is responsible for removing instruments requiring repair service from the tester and shipping them to the designated NI Service Center. When NI provides this service, Section 5.7 will apply for applicable Product shipping, return, title, and risk of loss stipulations, and Section 5.8 will apply for Product replacements. During the Service, if NI makes a determination of "No Trouble Found" ("NTF"), NI will follow the procedure outlined under Section 6.4, 'Forego Troubleshooting for Repair Services.' Refer to Section 4.3, 'Turn Around Time' for that information. NI includes this service under the Basic Service Program for AS (Section 2.3), Full-Service Program for AS (Section 2.4), on a per incident basis, and may offer it under a Bundle for AS (Section 2.5).

### **3.7 Advanced Replacement**

Upon Customer notification of failure of a Covered Product, NI will ship a replacement Product to a Covered Location within the next business day. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements, Section 5.8 will apply. This service is available only for Customers under a Basic Service Program for AS (Section 2.3) or as an option under a Bundles for AS (Section 2.5).

### **3.8 24-Hour Replacement**

Upon Customer notification of failure of a Covered Product, NI will deliver a replacement Product to a Covered Location within 24 hours. Customer may request Product replacements 24 hours a day, each day of the complete year during the Term. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements, Section 5.8 will apply. This service is available only for Customers that have a current Full-Service Program for AS (Section 2.4) or as an option in a Bundles for AS (Section 2.5).

### **3.9 Advanced Replacement – Incident**

This service is available on a per incident basis and not under any Service Program. Upon Customer request and once the respective Purchase Order from Customer has been received and confirmed by NI, NI will ship the Customer a replacement Product. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements, Section 5.8 will apply.

### **3.10 On-Site or Remote Troubleshooting and Support**

NI personnel may visit the Customer-requested Covered Location(s) or call in remotely to perform diagnostics, troubleshooting, and debugging efforts for failure of Covered Products, and to perform corrective actions and/or Repair Services on Covered Products. The service will be provided by trained AS support engineers on regular business days during regular local business hours. This service is available under either a Full-Service Program for AS (Section 2.4), as an option under a Bundles for AS (Section 2.5), or on a per incident basis.

Under the Full-Service Program for AS Customer would have access to up to eight (8) hours of On-site or remote support per year per each AS, with a minimum of four (4) hours per visit or session starting from time of arrival or call in of the NI personnel to the Covered Location or online session. NI personnel will visit the Covered Location or call in within the time specified in the applicable SSD. If the Customer requires additional hours of on-site or remote support during the Term, NI will charge Customer the current NI standard hourly engineering fee.

Under the Bundles for AS NI can offer a limited number of hours, with a minimum of (8) hours unit per visit, of On-site or remote support per year per each AS. The number of visits per year available will be defined in the respective SSD. NI personnel will visit the Covered Location or call in within the time specified in the applicable SSD. If the Customer requires additional hours of on-site or remote support during the Term, NI will charge Customer the current NI standard hourly engineering fee.

### **3.11 Calibration Services**

NI Calibration Service includes calibration of each Covered Product in accordance with the recommended calibration interval. Customer may purchase any of the following NI-provided Calibration Services. Calibration services for Covered Products, which may be performed by NI or an NI-certified calibration Center (“NI CCC”), are available as defined in the following service descriptions.

#### **3.11.1 Laboratory Calibration**

Customer can select Traceable, Compliant, or Accredited module-level calibration service for each Covered Product as applicable. Calibration service is provided in-house at a regional NI Service Center or through an NI CCC. Customer may visit [ni.com/services/calibration\\_advanced.htm](https://ni.com/services/calibration_advanced.htm) to find a list of NI Service Centers and NI CCCs. Customer is responsible for removing instruments requiring laboratory calibration from the tester and shipping them to the designated NI Service Center or NI CCC. When NI provides this service, Section 5.7 will apply for applicable Product shipping, return, title, and risk of loss stipulations, and Section 5.8 will apply for Product replacements. Refer to Section 4.3, ‘Turn-Around Time,’ for that information. NI offers this service only on a per-incident basis.

#### **3.11.2 On-site Calibration for AS**

NI will coordinate the calibration of the Covered Product at the Customer-identified Covered Location. From the date NI receives Customer request for On-site Calibration for AS service, NI will require at least sixty (60) days’ lead time to prepare delivery of such service. The maximum number of AS units that can be serviced at the same visit, and the estimated downtime of each, will be determined by NI and the Customer based on the complexity of each AS system. An NI or NI Certified Calibration Center (CCC) technician will travel to the Customer site with the applicable standards and tools and will perform calibration of the entire system. System-level calibration of the AS is applicable only to certain types of electrical interfaces, as described in the respective SSD. For those PXI instruments requiring system-level calibration, NI or CCC will provide the equipment, including applicable NI calibration load board(s), necessary to perform the necessary system-level verification and performance check, as applicable. For those modules that require instrument-level calibration, NI or the CCC may calibrate each Customer’s module to traceable standards on-site, or, at NI discretion, replace each at time of the on-site visit with a calibrated module. NI personnel will return, or provide return instructions for Customer to return, instruments requiring calibration to the designated service center. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements, Section 5.8 will apply. NI offers this service as an option to any AS Service Program or Bundle for AS (Sections 2.3, 2.4, and 2.5), and on a per-incident basis.

#### **3.11.3 Module Calibration Replacement for AS**

From the date NI receives Customer request for Module Calibration Replacements for AS, NI will require at least sixty (60) days’ lead time to prepare delivery. NI will calibrate to traceable standards or to factory standards (if traceable calibration is not available), and ship to the requested Customer Covered Location a set of applicable PXI replacement modules for those Customer instruments that require instrument-level calibration. Trained Customer

personnel will remove those identified modules from the AS and replace them with calibrated modules. Customer is responsible for its properly trained personnel performing all necessary system-level calibration, system verification, and performance check, as applicable. System-level calibration of the AS is applicable only to certain types of electrical interfaces, as described in the respective SSD, and requires that Customer provide and use certain NI calibration load boards, calibration standards equipment, and other tools. Customer is responsible for removing the instruments requiring calibration from the tester and shipping them to the designated NI Service Center. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements, Section 5.8 will apply. NI offers this service as an option to any AS Service Program or Bundle for AS (Sections 2.3, 2.4, and 2.5), and on a per-incident basis.

### **3.12 On-site or Remote Scheduled Maintenance**

NI personnel will provide services at Customer-requested Covered Location or call in remotely. NI will determine specific preventive maintenance service procedures based on Customer Covered Products' needs; service may include NI personnel performing on-site or remote activities such as: visual inspections, checking fixtures, cleaning fans or suggesting to clean the fans, and checking and replacing switches, relays, and cables or suggesting to check and replace switches, relays and cables. NI offers this service as an option only under a Bundlesfor AS (Section 2.5).

### **3.13 Health Check**

NI personnel will provide services at Customer-requested Covered Location or call in remotely for functionality evaluation and recommendations for improved performance on Covered Products. NI offers this service as an option only under a Bundlefor AS (Section 2.5).

### **3.14 Program Management Review**

NI will plan and facilitate an annual meeting with Customer for a Program Management Review to discuss steps NI has taken to ensure it is fulfilling its Services commitments to Customer. Discussion topics include but are not limited to (i) life cycle status (any current or anticipated obsolescence notifications) for Customer Covered Products; (ii) identify and discuss the potential impacts of such obsolescence on Customer Covered Products; and (iii) review NI's proposed solution(s) to address such issues, for example, implementing a technology refresh to address potential impacts. NI offers this service as an option only under a Bundle for AS(Section 2.5).

### **3.15 Contractual Product Change Notification ("CPCN")**

NI will provide to Customer notifications on a wide range of changes on Covered Products. Changes that will typically trigger a CPCN include (i) changes to form, fit, or function; (ii) revision changes, regardless of impact to form, fit or function; and (iii) any changes to specifications or software functionality. NI offers this service as an option only under a Bundle for AS(Section 2.5).

### **3.16 Standard Product Notifications (SPN)**

NI typically sends standard notifications, at no charge, to inform NI customers who have registered their NI products of (i) service reminders and (ii) last time buy announcements ("Standard Product Notifications"). Standard Product Notifications inform Customer of major issues thus allowing Customer to plan for service and give advanced notice of a product's transition from the NI Mature phase to the NI Maintenance phase of the product life cycle.

## **4. More Information**

### **4.1 Upgrades and Engineering Change Orders (ECOs)**

During Repair Service, NI may apply ECOs to Covered Product, as necessary. Some ECOs are required by NI and are performed automatically for critical performance reasons. Non-critical performance ECOs may be applied at NI discretion. Any revision upgrades and ECOs that NI performs during the process of repairing the Covered Product are included in the price of the Service. Customer may not opt out of any ECO upgrade that NI deems necessary.

## **4.2 Non-Repairable or Non-Defective Hardware**

If the Covered Product is under a Service Program for AS as described Section 2, but cannot be repaired, NI will contact Customer and offer a functionally equivalent replacement product for faulty module(s). If a product is not covered under a Service Program for AS (i.e. Customer purchased incident-based repair), and it cannot be repaired or calibrated, NI will return the product to Customer. If, after examining and testing a Covered Product, NI makes a determination of “No Trouble Found” (“NTF”), NI may charge an additional NTF fee if customer does not participate in troubleshooting efforts for NTF product, as described in Section 6.4.

## **4.3 Turn-Around Time**

Turn-Around Time (TAT) is the time it takes NI to complete the requested service, as described in each service offering, not including shipping time in general with the exception of 24-hour Replacement Service (Section 3.8). For Repair Service and Laboratory Calibration Service, NI calculates TAT from the business day that NI receives the product at the NI Service Center to the business day that NI ships the product back to Customer from the NI Service Center. Typical NI service TAT for repair is 10 to 15 business days. Typical NI service TAT for Laboratory Calibration of PXI Instrumentation is 18 business days. However, such typical TAT is only an estimate and does not qualify as representation or commitment by NI. Business days do not include Saturdays, Sundays, or NI-observed holidays in the regions where the service is performed. TAT does not include delays beyond NI’s control or delays due to a customer’s action or inaction. Actual TAT may vary depending on additional factors, such as the product to be serviced, the service to be provided, and the region where the service will be performed.

## **4.4 Sample Code**

Any sample code provided under this Agreement is subject to the terms and conditions of the NI Sample Code License, available at [ni.com/samplecodelicense](https://ni.com/samplecodelicense).

## **5. Customer Responsibilities**

### **5.1 Requesting Services**

In order to facilitate the provision by NI of the Services under this Agreement, Customer must follow the steps outlined in the Process for Requesting Services, to be provided after purchase of Services by your local NI branch office/Affiliate or the NI branch/Affiliate processing Customer order for Services.

### **5.2 Non-NI equipment and Data**

Customer is responsible for the removal of all non-NI equipment (including accessories, attachments, and modifications), programs, software, data, and passwords from the Covered Product prior to sending it to NI and prior to NI Personnel providing on-site service. NI is not responsible for non-NI equipment that must be removed from the Covered Products in order to diagnose, repair, or service the Covered Product. Customer is responsible for making and keeping a separate backup copy of any program, application, software, and data. NI is not responsible for lost or corrupted data, damaged or lost media, or the Customer’s confidential, proprietary, or personal information.

### **5.3 Authority to Grant Access**

Customer is responsible for providing permission to NI, or obtaining permission from a third-party, if applicable, for NI to access the Covered Product, and all hardware and software components included in it, for the purpose of providing service.

### **5.4 Cooperate with NI in the Provision of the Service**

Customer agrees to cooperate with and follow the instructions given by any NI personnel for the provision of the Service.

## **5.5 Access to Drivers and Updates**

Customer is responsible for maintaining any driver and software compatibility with Covered Products, by accessing an NI provided ftp site (refer to Section 3.3).

## **5.6 Technical Data**

Customer represents and warrants that the Services do not require the disclosure by Customer to NI of any sensitive or export controlled technology or technical data identified on any U.S. export control list and or other applicable export control lists, including but not limited to the U.S. International Traffic in Arms Regulations, U.S. Export Administration Regulations, and so forth. Customer is responsible for notifying NI and receiving confirmation in writing by NI to agree to receive such data prior to sending it. NI DOES NOT ACCEPT SENSITIVE OR EXPORT CONTROLLED INFORMATION WITHOUT PRIOR CONFIRMATION IN WRITING BY NI. CUSTOMER SHALL INDEMNIFY AND HOLD NI HARMLESS FOR ALL CLAIMS, DEMANDS, DAMAGES, COSTS, FINES, PENALTIES, ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING FROM CUSTOMER'S FAILURE TO COMPLY WITH THIS CLAUSE.

## **5.7 Shipping Related to NI Provided Services**

Customer is responsible for securely packaging Covered Product(s) and shipping them to the appropriate NI Service Center for Service using the shipper and method of its choosing. Customer must ship the products to NI in their original or equivalent packaging and insure the shipment or accept the risk of loss or damage during shipment. Customer bears all costs related to shipment of Covered Product(s) to NI. After Service, NI will pay to ship the Covered Products back to Customer. Customer is responsible for any in-transit damage to the product it sends to NI, and Customer also bears risk of loss when NI sends the product back to Customer. It is the Customer's responsibility to resolve issues with the shipper in the event that damage to the product was due to the shipper's handling of the product. If applicable, Customer is responsible for any customs and taxes incurred through the shipment of a product for service, including any formalities and customer filing.

## **5.8 Replacements**

Replacements received by the Customer from NI are in exchange for the Covered Product, and the following shall apply unless exceptions noted. The replacement product may be new or refurbished, but functionally equivalent to the failed or damaged Product. The replacement Product will have a different serial number, and potentially be a different revision. In the case of a different revision, NI will always ship a newer revision.

### **5.8.1 Serial Numbers and Ownership**

Customer is responsible for updating the new serial number in Customer's systems to reflect that Customer is now the owner of the Replacement and NI is the owner of the replaced Product. NI will update its systems to reflect the same.

### **5.8.2 Return of Malfunctioning or Damaged Product to NI**

Customer must return to NI the replaced Covered Product within five (5) business days of receipt of the replacement Product.

If NI does not receive the replaced Covered Product within fifteen (15) days of Customer receipt of the Replaced Product, NI will charge Customer the full list price of the Spare or Replaced Product.

### **5.8.3 Title and Risk of Loss Changes**

Title and risk of loss of the replacement Product shall pass to Customer upon shipment. Title of the returned Covered Product shall pass to NI upon shipment.



## 5.9 Restrictions for Engineering Services

Customer may not utilize engineering services for the performance of “defense services” as defined by International Traffic In Arms Regulations 22 CFR 120.9. NI will only perform services based on its understanding and condition that the goods or services (i) are not for the use in the production or development of any item produced, purchased, or ordered by any entity with a footnote 1 designation in the license requirement column of Supplement No. 4 to Part 744, U.S. Export Administration Regulations and (ii) such a company is not a party to the transaction.

## 6. Additional Terms

### 6.1 Warranty for Services

NI warrants that the Services will be performed in a good and workmanlike manner. Unless agreed otherwise by NI in writing, NI makes no other express or implied warranties with respect to the Services, including but not limited to (a) any warranty concerning the results to be obtained from the Services or the results of any recommendation NI may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation NI may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to NI in writing within 90 days of completion of the Services. If NI receives notice of a defect or non-conformance during the above-mentioned period, NI will, at its discretion:

- i Repair or replace the affected Hardware (Covered Product);
- ii Re-perform the affected Services; or
- iii Refund the fees paid for the affected Hardware (Covered Product) or Services.

Repaired or replaced Hardware (Covered Product) will be warranted for the remainder of the original warranty, Services Program Term if applicable, or ninety (90) days, whichever is longer. This warranty is void if failure of the Service has resulted from accident, abuse, neglect, misuse, misapplication, modification, improper calibration by the Customer, use of an improper hardware or software key, or unauthorized maintenance or repair. Damages resulting from hazards such as lightning, flood, exceeding voltage specifications, or acts of nature are not covered under Warranty for Services.

### 6.2 Warranty for Products

The NI limited warranty for standard products is set forth in the applicable NI Standard Terms and Conditions of Sale at [ni.com/legal/termsofsale/](https://ni.com/legal/termsofsale/).

### 6.3 Out of Scope Services

Coverage under these Service Programs does not include:

- i Repair or maintenance of the Covered Products required for reasons of accident, abuse, neglect, misapplication or misuse (including faulty installation, repair, or maintenance by anyone other than NI), unauthorized modification, unauthorized maintenance or repair, improper calibration by the customer, or use of an improper hardware or software key; improper environment (including lack of proper temperature or humidity; dirty; or dusty); and or damages resulting from unusual physical or electrical stress or interference, failure or fluctuation of electrical power including those exceeding the voltage specifications for Covered Products, or resulting from other hazards such as lightning, static electricity, fire, or acts of God;
- ii Recovery or replacement of any Customer data, software, or passwords stored on the Covered Products;
- iii Repair or maintenance of third-party products not sold by NI; or
- iv Provision of Services on a systems level, unless specified otherwise.

#### **6.4 Forego Troubleshooting for Repair Services**

NI recommends that the Customer participate in the troubleshooting process with an NI technical support representative. Customer, at its discretion, may forego the troubleshooting with an NI technical Support representative. In such case, the Customer will return the hardware product to NI based on the reported behavior of the end user. If Customer chooses to forego troubleshooting with NI technical support, NI reserves the right to charge a factory testing fee. In addition, and according to Section 4.2 herein, NI may charge an additional no trouble found (NTF) fee if customer does not participate in troubleshooting efforts for NTF product.

#### **6.5 Reseller Products**

In the event Customer purchases a Covered Product from a reseller, integrates it with a system, and/or sells it to an end-user, the Service Program still begins on the date specified as the start date in the original applicable SSD or other agreement, unless otherwise agreed to in writing by NI.

#### **6.6 Transfer Requests**

Subject to the limitations set forth herein, Customer may transfer a Services Program for AS as defined herein to another person or company provided that Customer notifies NI in writing. NI reserves the right to deny any request for transfer of a Services Program for AS.

#### **6.7 Termination**

Either Party may terminate this Agreement for convenience by providing at least thirty (30) days prior written notice to the other Party, provided however:

- i If NI terminates the Agreement, (i) Customer shall have no further obligation of payments to NI after date of termination; and NI shall refund those amounts previously paid for those services not rendered before the date of termination, (ii) NI shall have no further obligation to perform any Services under the Agreement; and
- ii If Customer terminates the Agreement, (i) NI shall have no further obligation to perform any Services under the Agreement as of date of termination; and (ii) amounts previously paid to NI in accordance with the Agreement shall not be refundable.

#### **6.8 Replacement Parts**

NI may use either new or refurbished replacement parts or products to repair or replace the Covered Products. NI may exchange the Covered Product with equipment that is functionally equivalent. Replacement equipment may have been manufactured from new, refurbished, or serviceable used parts. Replacement parts, modules, and units shall become the Customer's property; the replaced products, parts, modules, and units shall be returned to and become the property of NI.

#### **6.9 Geographic Limitations and Relocation**

Service Programs for AS offerings may vary globally according to the laws and regulations of the country in which the AS is sold. Service options, including service levels, service provision hours, technical support hours, onsite response times, and Services turn-around time (TAT, Section 4.3) will vary by geography and certain options may not be available for purchase in Customer's location. NI's obligation to supply the Services to relocated Covered Products is subject to local service availability and may be subject to additional fees.

#### **6.10 Recycling**

As part of NI's commitment to making the world a better place, NI works to meet worldwide take-back requirements for its products through the NI Take Back Program, through which NI recycles, free of charge, the NI products that Customer no longer uses. Customers may choose to have NI recycle their old or non-functional NI hardware as part of the NI Take Back Program. This program helps to ensure that appropriate processes are

followed for disposition and/or recycling of the product's materials. For more information, Customer can visit [ni.com/recycle](https://ni.com/recycle) or email [recycling@ni.com](mailto:recycling@ni.com).

### **6.11 Security**

For any Services to be performed on Customer's site, Customer agrees to (i) provide NI with or arrange reasonable access to applicable documents, tools, equipment, facilities and systems of Customer for NI to provide Services hereunder; (ii) provide a safe work environment for NI personnel; (iii) promptly inform NI of any safety hazards of which Customer becomes aware that may impact NI personnel providing Services hereunder; and (iv) notify NI of any onsite policies that may be applicable to NI while performing such Services. NI will communicate to Customer its ability to comply with such policies as well as the potential impact on the scope and price of the Services involved. Customer further agrees to exercise utmost care and diligence and develop an effective security program to maintain the site in good and safe conditions at all times, in order to prevent any injuries to or deaths of NI personnel who work at the site of Customer and to prevent damages and losses to all products delivered by NI that are stored at the site of Customer arising from or as a result of any theft, arson, vandalism, or any other malicious activities of any third party.

### **6.12 Miscellaneous**

This Agreement, including the SSD or any Service Agreement and any appendices and terms referenced or incorporated herein, constitutes the entire agreement as to the subject matter herein and supersedes all prior or contemporaneous communications or understandings, whether oral or written, between the parties. If any part, term, or provision of this Program is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Program shall not be affected. In such event, the parties agree to make a good faith attempt to formulate with one another a lawful and enforceable provision to replace the offending provision that, to the extent practicable, accomplishes the intent and objectives of the offending provision. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.

### **6.13 Right to Change**

NI reserves the right to change the terms of this Agreement without any notification to the Customer, and Customer is bound to accept such changes, when effective. When becoming aware of any change of this Agreement Customer has the right to raise its concerns to NI in writing within 10 (ten) business days from the date of such actual or presumed awareness. If no notices are received it will be deemed that Customer has accepted all such changes without any reservation. However, all Services purchased by the Customer before such changes will be governed by the terms of the Agreement effective at the time of purchase.

**Attachment A. Applications Systems (“AS”)**

<b>Applications Systems</b>
Semiconductor Test Systems (“STS”)
Electronic Control Unit Test System (“ECUTS”)
Electronic Test for X (“ETX Inverter”)
Battery Test System (“BTS”)
Data Record System AD (“ADAS Record”)
Inverter Test System (“ITS”)
Power STS
Power Electronics (“PE”)