

SystemLink Enterprise Support and Maintenance Terms

Support and Maintenance activities shall be provided to Licensee or its designated subcontractor(s) in order to support the deployment and use of the Software ("**Scope**") in accordance with the tier structure below.

1. DEFINITIONS

- 1.1. "**Additional Customization Requests**" means additional Licensee requests to provide Customizations that are beyond the Scope;
- 1.2. "**Application Engineers**" means Software experts responsible to help the Licensee Super Users implement and make maximum use of the Software capabilities;
- 1.3. "**Customer**" means the entity that enters into a contract with NI to license and use the Product.
- 1.4. "**Customization**" means necessary implementation and/or adaptation of the Product to the Licensee's work environment (by plug ins, interfaces, web services);
- 1.5. "**Feature Requests**" means specific Licensee requests to enhance the Product with capabilities that are not provided in NI generic Software;
- 1.6. "**IT Infrastructure**" means all storage, compute, networking, and databases used to host the Product solution and associated Customizations and data.
- 1.7. "**IT Support Engineers**" means engineers responsible for Product installation, Deployment, Upgrades, Updates, trouble-shooting and Product Error corrections or fixes;
- 1.8. "**Licensee Super User**" means the individuals responsible on behalf of Licensee who are knowledgeable in the usage of the Products in their respective department (i.e. IT, Test, Equipment, Manufacturing, Foundries, etc.), who shall be the individuals on behalf of Licensee responsible for the Tier 1 Support;
- 1.9. "**Licensee System Owner**" means Licensee's point of contact for the purpose of executing the Scope;
- 1.10. "**Licensee**" means the Customer;
- 1.11. "**Product**" means the SystemLink Enterprise Software defined in a contract signed between NI and the Customer.
- 1.12. "**Product Enhancements Requests**" Licensee requests to enhance capabilities and add new features to the licensor's core Product.
- 1.13. "**Product Errors**" means a Product's failure to substantially perform to the Specifications. These Product Errors will be categorized in three (3) levels according to the Support Levels below.
- 1.14. "**Professional Services**" means configuration, customization, integration, training, or other professional services (and additional NI services), which do not form part of the agreed implementation plan as described in a deployment statement of work and which are not necessary to perform the Scope. The Professional Services available by NI will be detailed in each statement of work;
- 1.15. "**Support Center**" means the NI Support system that is used to provide technical support and serve as a means of communication and reference;
- 1.16. "**Training**" means the process of preparing Licensee Super Users to use the Product. The Training shall include materials to be provided to Licensee's training department at the Site; a PowerPoint Training presentation and a "train the trainer" process provided by NI to the Licensee System Owner(s) and Licensee Super Users. The Training services available by NI will be detailed in each statement of work;
- 1.17. "**Upgrade**" means an activity of installing a new version which includes new capabilities of the Product and accumulation of code fixes;
- 1.18. "**Version**" refers to a specific edition of a product as indicated by its number, normally in the format

of YYYY-MM (e.g., 2023-12), where YYYY-MM designates the year and month of the release; The term 'product version' in this document refers to products with a version number.

- 1.19. **"Workaround"** means an interim solution to a Product Error that solves the problem until permanent solution is provided in the next Update.

2. **SUPPORT TIERS**

NI shall provide support and maintenance based on the following "Tiers":

2.1. **Tier 1 Support.**

To be provided by the trained Licensee Licensed Super Users. If needed and based on the severity of the Product Error (as specified below), the Licensee Super Users may contact Tier 2 through the means of communications described below and during such working hours depending on elected level of support.

2.2. **Tier 2 Support.**

To be provided by NI IT Support Engineers and Application Engineers during working hours as prescribed by the level of support selected (e.g. Silver, Gold). Based on the severity of the Product Error (as specified below), the NI IT Support Engineer and/or Application Engineer may contact the Support Center, thus getting Tier 3 Support for consulting and escalation.

2.3. **Tier 3 Support.**

2.3.1. To be provided by NI, through NI's Support Center. The Support Center will handle Service Requests in accordance with severity.

2.3.2. Tier 3 Support shall be provided by NI through the means of communications described below and during working hours.

2.3.3. The Support Center will handle Product Error and Customization tickets only.

2.4. **Tier 4 Support.**

To be provided by NI R&D/Expert team. Tier 4 Support will handle Product Errors depending on the escalation path. Tier 3 will escalate to Tier 4 upon judgement to do so.

3. **SUPPORT LEVEL**

3.1. **General Support** (Basic Support included in License Fees).

3.1.1. The General Support to be provided by NI, includes the following:

3.1.1.1. The requester will log in to the NI support system (www.ni.com) and create a ticket.

3.1.1.2. Telephone assistance or, as required, e-mail assistance, or communication via NI support system, with the diagnosis and resolution of Product Error. (Telephone and email communications for office hours only)

3.1.2. If Customer has purchased Dedicated Support Group ("DSG") services from NI, Customer may use DSG to assist with the resolution of Customizations, Product issues, and Product Errors.

3.2. **Silver Support** (optional support for additional payment).

Silver Support is offsite support for the IT Infrastructure for the supported Product. This basic support scheme is provided as part of the license fees payable by Licensee. Under this level of support, NI shall:

3.2.1. Make Support Center available to Licensee through NI support system according to the resolution matrix below. Response and actions will follow the working hours (7 AM to 7 PM in local time);

3.2.2. Create user accounts for the NI support system based on information furnished by the Licensee. The Licensee will periodically update user account information to the NI support

system administrator to maintain the accounts;

3.2.3. Assist with troubleshooting and resolving IT Infrastructure errors

3.2.4. Escalations for Product Errors and NI-developed Customizations where those issues have already been raised with NI General Support or DSG.

3.2.5. Provide any available work-around;

3.2.6. Provide active Product Error fixes;

3.2.7. Provide modifications to supported Products through updates for the supported Products only;

3.2.8. Conduct up to one audit per year;

3.2.9. Provide telephone and e-mail communication when necessary.

3.3. **Gold Support (optional support for additional payment)**

Gold Support is 24x7 support for supported Products. Gold Support expands Silver Support by the following:

3.3.1. Increased commitment for Response Time;

3.3.2. Increased commitment for quick fixes;

3.3.3. The Licensee may request NI to provide the Gold Support at any time. The fees for the Gold Support shall be defined in separate Quote(s).

4. UPGRADES, UPDATES AND SUNSET POLICY

4.1. Generally, NI makes updates (and/or new Versions) available as frequently as a monthly basis.

4.2. NI software Versions are available for continued development and support in accordance with the Sunset Policy attached hereto as Appendix 1 to these SystemLink Enterprise Support and Maintenance Terms (**Appendix 1: Sunset Policy**).

5. LICENSEE RESPONSIBILITIES

5.1. For best response and resolution time, Licensee shall make available to NI a remote connection to Licensee sites for the purpose of Product Error resolution. If remote access is denied or otherwise not available to NI, the time intervals for response and resolution will be expanded to adjust for the time during which access is not available. In case of dispatching engineer due to lack of remote link, Licensee will bear the cost according to the NI Price List for Professional Services.

5.2. During the ongoing maintenance of the project, Licensee will commit to having full time Licensee system owner(s) (PE) and such number of Licensee Super-Users as specified in a written agreement between the parties. These personnel will be trained and certified by NI and will be of such professional qualification as required for them to be providing Support Level of Tier 1 in the escalation process before the problem is escalated to NI Tier 2.

6. RESOLUTION MATRIX

Since NI is licensing to Licensee Products that are of IT Infrastructure nature that support the production capabilities of Licensees, the support response and resolution times are dependent upon the following aspects of the Product Errors:

6.1. Product Errors Classification Methodology:

6.1.1. Product Errors affecting real-time timely production;

6.1.2. Product Errors affecting offline production;

6.1.3. Other application Product Errors or issues:

6.1.3.1. Product Errors that affect certain business scenarios and have no workaround

(e.g.error messages when trying to perform certain functions);

6.1.3.2. Product Errors that have a workaround;

6.1.3.3. Product Errors regarding usability, screen layout, field names or other UI components;

6.1.3.4. Suggestions for changes and improvements.

6.2. Four level severity classification will be used as follows:

6.2.1. **Severity 1**

Production application complete shut-down or major malfunction resulting in a product inoperative condition. Majority of users are unable to perform their functions. The specific functionality is mission-critical to the business and the situation is considered an emergency.

6.2.2. **Severity 2**

Critical loss of application functionality or performance resulting in a high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround or no workaround exists. The program is usable but severely limited. Examples of such failures can be but are not limited to:

- Software problem which causes the inability to use the Product completely;
- Inability to run full test flow.

6.2.3. **Severity 3**

Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions. Minor feature/product failure, a convenient workaround exists/minor performance degradation/not impacting production.

6.2.4. **Severity 4**

Minor loss of application functionality, product feature requests, how-to questions. The issue consists of “how-to” questions including issues related to one or multiple modules and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

***Note regarding slowness in performance:** Slowdowns in most cases are not related to Product Errors but to the overall IT environment or to the architecture that was provided for the NI solution. Thus, Slowdowns will not be classified as Product Errors prior to a thorough Licensee IT investigation.

6.3. Response and Resolution Times:

The following matrix details the specific response and resolution times for the level of support service offered:

Problem	Description	Silver Support	Gold Support (optional)
Severity 1	Response Time	4 hours to acknowledge request, during “working timeframe”	2 hours to acknowledge request, during “working time frame”
	Working time frame	12x5	24x7
	Time of unsolved problem to dispatch NI Personnel	Support by Tier 2 IT Support Engineer within 1 business day from Response Time.	Support by Tier 2 IT Support Engineer within 4 hours from ResponseTime.

	Resolution time frame	Until solved or workaround provided. Permanent fix will be available in next update after resolution.	Work non- stop until solved or workaround provided. May provide hotfix if necessary
Severity 2	Response Time	2 business days to acknowledge request, during "working time frame"	1 business day to acknowledge request, during "working time frame"
	Working time frame	12x5	8x5
	Resolution time frame	Workaround found or next Update	Workaround found or next Update
Severity 3	Time to start working on the problem ("Response Time")	10 business days to acknowledge request	5 business days to acknowledge request
	Working time frame	12x5	8x5
	Resolution time frame	Next product upgrade	Next product upgrade
Severity 4	Time to start working on the problem ("Response Time")	Normal Business Routine	Normal Business Routine
	Working time frame	12x5	8x5
	Resolution time frame	Next product upgrade	Next product upgrade

7. SPECIFIC COMMITMENTS TO LICENSEE, ADDITIONAL CUSTOMIZATION AND ENHANCEMENTS REQUESTS

- 7.1. Product is delivered as a generic software version with scheduled Upgrades.
- 7.2. Product Enhancement requests by Licensee will be addressed by a dedicated software development team that will be a chargeable item as mutually agreed upon by the parties. The scope of Product enhancements will be limited to the capacity of paid feature team.
- 7.3. Licensee specific Customization requests, such as and not limited to new parsers, proxy or changes to existing ones, will be delivered through paid professional services engagements. All work needed to keep these Customizations functional in future software releases will be delivered as a paid professional services engagement subject to a mutually agreed-upon agreement.

8. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS

Licensee may not utilize engineering services provided by NI 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. If NI understanding is incorrect, please notify NI immediately because a specific authorization may be required from the U.S. Commerce Department before the transaction may proceed further.

Appendix 1 - Sunset Policy

1. GENERAL

1.1 Purpose

The purpose of this document is to set guidelines for the NI software "Sunset" policy, and to communicate when NI software versions are available for continued development and support. This policy is aimed to provide some guideline to customers for upgrading to new Product Versions and thus benefit from new capabilities and the latest code fixes.

1.2 Scope

The scope of this policy are all software versions, that are implemented at Customer data center or supply chain.

1.3 Terminology

"Product" – Refers to an individual offering, a system subset of a suite of hardware or software components that form part of a packaged or customized solution.

"Version" – Refers to a specific edition of a Product as indicated by its number, normally in the format of YYYY-MM (e.g., 2023-12), where YYYY-MM designates the year and month of the release.

"Continuous Delivery Release" or "CDR" – Refers to a release which typically includes new features and product fixes. CDRs are identified by a specific Version (corresponding to the year and month that the release was made available). Bug fixes and security updates will be provided in future CDR Versions. Subsequent CDRs may contain new features. CDRs will not be patched.

"End of Development Date" – The final date at which NI will cease to provide software changes and feature enhancements for a specific software Version.

"End-of-Support Date" – The final date at which NI will cease to provide support for a Product Version, including technical support, on-site support, helpdesk support, training, case resolution and code fixing (bugs).

"End of Extended Support Date" – The final date at which NI will cease to provide any support for a Product Version including support for critical and urgent code-fixes.

2. SOFTWARE RELEASE OVERVIEW

2.1. Software Release Frequency

NI publishes a new CDR approximately once a month. Each release is for a Product Version YYYY-MM.

3. SOFTWARE SUNSET GUIDELINES

3.1. New Development Guidelines

New features are released in each CDR and such new features will not be added to previously released CDR Versions.

Product issues such as bugs and security vulnerabilities will be addressed in future CDR Versions. Current and previous CDR Versions will not be patched.

3.2. Support Lifetime

A Product Version will be supported for 1 year.

Customers will be offered to upgrade to the current CDR Version, by receiving the latest Version, including bugfixes and most advanced capabilities.

3.3. Extended Support

Extended support is a very special case that needs to be requested by a customer and special approval by NI senior management (VP) level provided.

It will be provided for critical cases with severe business impact only for an installed Product Version that is older than 18 months for an agreed time between the customer and NI (maximum 36 months) since the installed Version was officially released.

This activity is not included in NI standard support, Silver support, and/or Gold support, and will be quoted by NI. NI will start working on the applicable fix only after receiving an official PO from Customer.

Critical bugs of installed Version older than 36 months will not be supported, and the customer will be requested to upgrade to the current CDR Version for further support.

4. CUSTOMIZATION & INTEGRATION SUNSET GUIDELINES

- 4.1. New Customization and integration projects are handled according to Professional Services policy, i.e. will be developed based on development Version (N+x).
- 4.2. Change Requests to existing customization projects, related to business changes/supply chain changes, may be implemented based on customer's installed Version, provided that the customer's installed Version is supported according to the Sunset guidelines.

5. COMMUNICATION SPECIFIC SUNSET GUIDELINES

These guidelines will apply to all released Versions with no special need for special communication for each Version that will near its End-of-Support. In exceptional cases that require special attention and preparation by customers, a specific communication will be made at least 6 months prior to the End of Service date.