



Hardware and Systems Services

Terms and Conditions

The terms and conditions detailed herein together with the NI Standard Terms and Conditions of Sale available at ni.com/legal incorporated by reference in its entirety (“Agreement”), apply to your (“Customer,” “You,” and “Your”) purchase from NI of any of the Service Programs for Hardware and Systems (“Service Programs”) or Services (“Services”) described in this document. 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 SIGNED HARDWARE SERVICES AGREEMENT (“HSA”) OR SERVICE AGREEMENT APPLICABLE TO THE PURCHASE OF THE SERVICES BY REFERENCE MADE IN SUCH AGREEMENT. By placing an order with NI, 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, the HSA, the terms of the HSA or Service Agreement will control in relation to the applicable Services only. In absence of an HSA or Service Agreement, the Hardware and Systems 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 Hardware and Systems

NI offers service programs for certain services or a combination of services such as repair, calibration, and/or configuration of NI hardware products and systems (“Service Programs for Hardware,” “Service Programs for Systems,” or “Service Programs”). In order to use the Service Programs, 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.

1.1 Purchases and Orders

The duration of the Service Programs (“Duration”), the hardware product and/or system, and Customer locations of same, to be included in such Service Program (“Covered Product(s)” or “Product(s)”), and the service level (if applicable) will be identified on the order acknowledgement, invoice, HSA, or receipt for the Service Program.

Each Service Program begins on the date of the original NI invoice. See Attachment A for the service part numbers corresponding to each Program.

1.2 Eligible Covered Products

Only serialized hardware products are eligible for the Service Programs. Other products like cables and connector blocks are not eligible. A Hardware Repair or Calibration Service is linked to hardware products by subassembly serial number. Calibration Options for Service Programs are not available on products for which the specific level of calibration service is not available. Calibration Service availability is defined at ni.com/calibration. Service Programs for Systems are available for NI platforms as defined in ni.com/advisor (“Systems”).

2. Service Program Details

2.1 Service Programs for Hardware

NI will provide the agreed Services for all Covered Products for the agreed Term. Services will vary depending on the agreed Program. Customer may purchase Service Programs for Hardware in Durations of three (3) years (for new Programs the standard one year hardware warranty period is included, refer to Section 6.2). NI may agree with Customer on a different Duration for the Programs on a case by case basis. Purchase of New Service Programs should be made by the Customer at the same time the hardware is purchased.

2.1.1 Standard Service Program for NI Hardware

NI includes the following Services:

- i Repair Services (as described in Section 3.1); and
- ii Calibration Services (options described in Section 3.4).

2.1.2 Premium Service Program for Hardware

NI includes the Services offered on the Standard Service Program for Hardware plus:

- i Advanced Replacement (as described in Section 3.2).

2.1.3 PremiumPlus Service Program for Hardware

Under an HSA or Service Agreement for the PremiumPlus Service Program, Customer may contract with NI to provide any combination of the services outlined under Section 3, Services.

2.2 Service Programs for Systems

NI will provide the agreed Services for all Covered Products for the agreed Term. Services Options will vary depending on the agreed Program. Customer may purchase Service Programs for Systems in Durations of three (3) years (for New Programs the standard one-year Systems warranty period is included, refer to Section 6.2). NI may agree with Customer on a different Duration for the Programs on a case by case basis. Purchase of New Service Programs should be made by the Customer at the same time the System is purchased.

2.2.1 Standard Service Program for NI Systems

NI includes the following Services:

- i System Assembly and Software Installation Services (as described in Section 3.4);
- ii Repair Services for Hardware (as described in Section 3.1); and
- lii Calibration Services (options described in Section 3.4).

2.2.2 Premium Service Program for Systems

NI includes the Services offered on the Standard Service Program for Systems plus:

- i Advanced Replacement (as described in Section 3.2); and
- li System RMA (Return Materials Authorization) (as described in Section 3.6).

2.2.3 PremiumPlus Service Program for Systems

Under an HSA or Service Agreement for the PremiumPlus Service Program, Customer may contract with NI to provide any combination of the services outlined under Section 3, Services.

3. Services

NI offers Services as described in this section. In order to use the Services, Customer is required to contact NI or the Local NI Affiliate for the outline of the applicable process for requesting Services. Contact details are available at ni.com/niglobal.

3.1 Repair Service for Hardware

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: parts, labor, materials, factory testing, and replacement of Products as necessary to make Qualified Repairs. Repair Service for Hardware includes a Standard Repair Report (as described in Section 3.1.1) or Customer may select the option of a Detailed Repair Report (as described in Section 3.1.2). During the Service, if NI makes a determination of “No Trouble Found” (“NTF”), NI will follow the procedure outlined under Section 4.2. Refer to Section 4.3 for Turn Around Time (TAT) information.

3.1.1 Standard Repair Report

With each completed Covered Product repaired, NI includes a report that documents the following information, if available:

- i Customer name and address;
- ii Name of Product returned including part number, product description, and serial number;
- iii Service request number and service order number;
- iv Problem description as indicated by the Customer to the NI Return Material Authorization (RMA) Coordinator;
- v Identification of functional area of the product where repair was conducted;
- vi Whether NI applied an/any ECO(s); and
- vii Repaired/replaced components and assemblies based on NI’s RMA repair technician determination.

The Standard Repair Report does not include root cause analysis or a detailed description of what NI found wrong with the product. For any replacement, NI will not issue a Standard Repair Report.

3.1.2 Detailed Repair Report

If Customer requests at time of repair service order, NI can provide, for an additional fee, a Detailed Repair Report (DRR). Products submitted for repair that require a DRR undergo additional hand inspection, instrument tests, and more detailed testing by an NI Technician. The DRR includes information about what specific hardware components failed and possible cause of failure in addition to the information provided in standard report as described in Section 3.1.

The Detailed Repair Report does not include root cause analysis or a detailed description of what NI found wrong with the product, and is not available after repair service is completed. For any replacement, NI will not issue a Detailed Repair Report.

3.2 Advanced Replacement

Upon Customer notification of failure of a Covered Product, NI will ship a replacement Product within the next business day. This Service is available only for Premium and PremiumPlus Programs as described in Sections 2.1.2, 2.1.3, 2.2.2 and 2.2.3. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements and spares, Section 5.8 will apply.

3.3 Same Model Repair or Replace

For the term of the Service Agreement, NI will (i) manage the availability of test capability, spares, and components; and (ii) maintain intellectual property and trained technicians as needed, to ensure that NI can provide Repair Services (as defined in Section 3.1) for Covered Products and Systems or replace them with the same model. This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein, or on a case-by-case basis to be agreed on by the Customer and NI. For applicable Product shipping, return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements and spares, Section 5.8 will apply.

3.4 Calibration Services

NI Calibration Service includes calibration of each Covered Product in accordance with the recommended calibration interval found in product specifications online at ni.com/manuals. Depending on the Covered Product location, this Service may be provided at an NI Calibration Service Center, or through an NI Certified Calibration Center. Customers can find the current list of NI Calibration Service Centers and NI Certified Calibration Centers at ni.com/servicecenters. Customer may purchase any of the following NI-provided Calibration Services:

3.4.1 Option 1 – Traceable Calibration Service

Traceable Calibration service is traceable to the International System of Units (“SI) and includes verification of measurement performance and adjustment when possible, as well as full measurement data. NI provides a “Certificate of Calibration” with ‘As Found’ and ‘As Left’ measurement data for test points, and a list of all standards used in the calibration. Customer may retrieve the “Certificate of Calibration” from ni.com/calibration, when calibration is provided by an NI Calibration Service Center. Refer to Section 4.3 for TAT information.

3.4.2 Option 2 – Expedited Traceable Calibration Service

NI will provide the Expedited Traceable Calibration Service as described in Section 3.4.1. Once NI receives Product in-house, NI will (i) process Expedited Traceable Calibration Service orders in three (3) business days (as compared to the usual five to ten (5 to 10) (depending on product being Serviced); and (ii) return the calibrated equipment to Customer via an express shipping method (in countries where such express shipping service is available). If Customer purchases Traceable Calibration Services under an NI Premium or PremiumPlus Service Program, Customer will automatically receive this Expedited service without requesting it. NI offers this expedited service only for Traceable Calibration Service.

3.4.3 Option 3 – Compliant Calibration Service

Compliant Calibration is performed at a laboratory that is accredited to ISO/IEC 17025 and is compliant with ANSI/NCSL Z540-1-1994. This Service is traceable to International System of Units (Système international d'unités or ‘SI’) and includes verification of measurement performance and adjustment when possible, as well as full measurement data. Customer may retrieve the “Certificate of Calibration” from ni.com/calibration, when the Calibration is provided by an NI Calibration Service Center. Refer to Section 4.3 for TAT information.

3.4.4 Option 4 – ISO 17025 Accredited Calibration Service

ISO 17025 Accredited Calibration Service is traceable to the SI and includes verification of measurement performance and adjustment when possible, as well as full measurement data. In addition, this service includes full-calculated measurement uncertainty for each accredited test point and a ‘Certificate of Calibration’ that includes the reference to the accrediting body. Accrediting body information and the Scopes of Accreditation may vary by region. As allowed by the American Association for Laboratory Accreditation (A2LA) R205 (Specific Requirements: Calibration Laboratory Accreditation Program) Section 6.4.5 (Compliance Statements), NI Service Laboratories do not consider uncertainties when making statements to compliance of a specification. When available, NI will perform Accredited Calibration services with guard banding congruent with ILAC-G8:09/2019 section 4.2.1 Binary Statement for Simple Acceptance Rule & ILAC-G8:09/2019 4.2.3 Non-binary Statement with Guard Band. Refer to Section 4.3 for Turn Around Time TAT information.

3.4.5 Option 5 – On Site Calibration

NI will provide to the Customer Traceable, Compliant, and ISO 17025 Calibration Services on site at Customer's requested location. NI will generate a schedule and price based on provided number of units, models, and customer location. All on site calibration work will be performed in one visit unless otherwise agreed upon. Price and schedule are subject to change with any variances and finalized schedule will be provided after receipt of purchase order. Refer to Section 4.4 for On-site Delivery information.

3.5 System Assembly and Software Installation Services

NI will assemble the Covered Products into the Customer-selected NI hardware platform (for example, PXI, CompactRIO, CompactDAQ, or Compact FieldPoint) and install the Customer-selected operating system (OS), software drivers for selected hardware, and application development software as reflected in ni.com/advisor. All software is licensed pursuant to the software license agreements provided with the software; in the absence of any such license agreement, the National Instruments Software License Agreement available at ni.com/legal at the time of purchase will apply. NI also performs a functional test of each module as installed in the System prior to sending it to the Customer. This Service is available only through one of the Program for Systems as described in Section 2.2., or on a case by case basis to be agreed on by the Customer and NI.

3.6 System RMA

NI will accept receipt of the fully NI-assembled system for repair or calibration services. For repair services, NI will test each individual NI product in the system as received. Under System RMA, NI will waive No Trouble Found (NTF) fees for any product it finds to be undamaged and/or working per specifications. In order for Customer to receive the fastest service possible, NI highly recommends that Customer contacts NI Technical Support and troubleshoot the system with an Application Engineer to identify failed product(s) prior to requesting an RMA and shipping the system to NI.

3.7 Managed Sparing Service

NI will provide spare replacement Covered Products from a regional inventory ("Spare(s)") to help Customer mitigate downtime due to scheduled product service or unexpected product failures. After Customer notifies NI that it needs a Spare, and prior to NI receiving from Customer the Covered Product that requires Service, NI ships the Spare from the regional inventory to Customer's designated location. In addition to Advanced Replacement Service described in Section 3.2 herein; Customer will have additional options to utilize the spares as agreed with NI. This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein. Refer to Section 5.7 for applicable Product shipping, Product return, title, and risk of loss stipulations. For Product replacements and spares, Section 5.8 will apply.

3.8 Reserved Product Inventory Service

For the term of the Service Agreement, NI will provide inventory storage services for the agreed Customer-purchased quantities of Covered Products and Systems. NI will store Products and Systems in a dedicated inventory at an agreed location, following NI procedures to keep them in a good working condition. NI will be responsible for all fees and logistics associated with storage, including warehousing fees, insurance, and taxes. The reserved Products and Systems may be new or refurbished. This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein, or on a case-by-case basis to be agreed on by the Customer and NI. For applicable shipment, Product return, title, and risk of loss stipulations, Section 5.7 will apply. For Product replacements and spares, Section 5.8 will apply.

3.9 Program Management Review

NI agrees to meet once annually with Customer for a Program Management Review to discuss steps NI has taken to ensure it is fulfilling its Services commitments to Customer, including but not limited to (i) discuss life cycle status (any current or anticipated obsolescence notifications) for Customer Products or Systems; (ii) identify and discuss the potential impacts of such obsolescence on Customer Products or Systems; and (iii) review NI's proposed solution(s), e.g. implementing a technology refresh to address potential impacts. This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein, or on a case by case basis to be agreed on by the Customer and NI.

3.10 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.

3.11 Contractual Product Change Notifications (CPCN)

For the term of the Service Agreement, NI will provide to Customer notifications on a wider range of changes on Covered Products and Systems than provided with NI Standard Product Notifications. Changes that trigger a Product Change Notification include changes to form, fit, or function; revision changes, regardless of impact to form, fit or function; and any changes to specifications or software functionality ("Contractual Product Change Notifications"). This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein, or on a case by case basis to be agreed on by the Customer and NI.

3.12 Custom Training

Under an HSA or Service Agreement, NI can develop and deliver custom training to Customer on NI Products or Systems. This Service Option includes several deliverables that may be purchased individually or together. This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein.

3.12.1 Option 1 – Custom Training Material

NI will develop training material according to Customer specifications. This material may include items like a training manual, online training (i.e. e-training) modules, and exercises. Customer may also optionally choose to have NI include NI hardware and software for simulation or modeling (subject to additional fee). Custom training material may be adapted from standard material or can be entirely new. These deliverables will be provided based on a mutually-agreed-upon scope and delivery dates that shall be described in a separate HSA or Service Agreement. All intellectual property related to the Training Materials developed for the Custom Training, which may or may not derive from the Standard Training Materials, belong to NI. Customer has the right to use such Training Materials for its internal use only and no further license is provided to Customer unless otherwise agreed to by NI in writing.

3.12.2 Option 2 – Training Delivery

NI will deliver standard or custom training at the mutually- agreed-upon schedule and location(s). The agreed-upon location(s) may be an NI facility, an NI-Certified Training Center, a Customer facility, or an independent site identified by Customer in advance. These locations must meet minimum NI facilities requirements including availability of power, working area, and teaching material.

3.12.3 Option 3 – Instructor Training

NI will train select Customer personnel to deliver training courses based on standard or custom training material. This training includes material to build Customer instructor skills in course facilitation, presentation, and teaching. NI will certify the personnel who complete this course as NI Certified Professional Instructors (CPIs), which authorizes them to teach NI training courses.

3.13 Engineering Support Services

Under an HSA or Statement of Work (SOW), and available only for PremiumPlus Programs as described in Sections 2.1.3 and 2.2.3 herein, NI can provide one or more of the following engineering consulting services.

3.13.1 Bring-Up Assistance

NI personnel can assist with unpacking of the delivered Covered Product, and provide verification of functionality and troubleshooting services.

3.13.2 On-Site Support

NI personnel can provide services at Customer-requested on-site location(s) for basic diagnostics, and troubleshooting and identification of failures on Covered Products.

3.13.3 Extended Technical Support

NI personnel can provide phone and email support during extended business hours.

3.13.4 Health Check

NI personnel can provide services at Customer-requested location(s) for functionality evaluation and recommendations for improved performance on Covered products.

3.13.5 Preventive Maintenance

NI personnel can visit Customer-requested location(s) for on-site cleaning, replacement of consumable parts, and mechanical adjustments.

3.14 NI Single Point of Contact (SPOC)

NI will provide to Customer a specific telephone number and email address that Customer will use when (i) requesting service for Covered Products and Systems under this agreement; (ii) requesting the addition of new services; (iii) renewing the service agreement; and (iv) other similar matters. NI will assign personnel who are familiar with Customer's agreement, Products and Systems, and Services entitlements to respond to Customer requests submitted via these provided contact methods. This Service Option is available only for the PremiumPlus Programs described in Sections 2.1.3 and 2.2.3 herein.

3.15 Upgrade Service for Hardware

Upgrade Service includes any modification on a Covered Product to change its functionality as described in the service description provided attached to the Quote, including but not limited to, replacements, additions, or modifications of parts and Products, as described in Section 3.15.2, ("Qualified Upgrades"). Upgrade Service will only be applicable to functional parts or Products and may include parts, Products, labor, material, and applicable testing. Before the Upgrade Service is provided and at Customer's option, any broken or non-functional part or Product will need to be repaired, if under Warranty (as described in Section 9 of the NI Standard Terms and Conditions of Sale available at ni.com/legal), if out of Warranty, standard Repair Service (as described in Section 3.1 of this Agreement), may be required before the Upgrade Service is provided.

3.15.1 On-Site Upgrade Service for Hardware

When an Upgrade Service is performed at a Customer location, title, and risk of loss of any parts and Products shall pass to the Customer upon shipment from NI, its warehouses, its affiliated companies and/or NI Service Centers.

3.15.2 Necessary Parts or Products Replacements

During the Upgrade Service, NI has the right to replace parts or Products with functional equivalents in order to complete the service. This includes replacing Product part number or serial number. The Customer is responsible for updating serial numbers in its systems as described in Section (5.8.1).

3.15.3 Warranty under the Upgrade Service

With each completed upgrade, at NI's sole discretion, the Customer may have access to the limited warranty from invoice date (as described in Section 9 and subject to Section 6 of the NI Standard Terms and Conditions of Sale available at ni.com/legal), for all Products included in the Upgrade Service.

4. More Information

4.1 Upgrades and Engineering Change Orders (ECOs)

During 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, but cannot be repaired, NI will contact Customer and offer a functionally equivalent replacement product for faulty module(s). If a product is not under a Service Program as described in Section 2, 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, not including shipping time. 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 is 10 to 15 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 On-site Calibration Delivery

Typical availability for on-site start is 60 days from time of PO. NI will perform calibration on equipment that has been removed from racks, chassis, etc. NI will not remove items unless previously discussed and agreed with the Customer. Any changes to this Services may cause delays and additional charges. NI may increase the on-site fee if the Customer does not provide the boards in a timely fashion. NI will provide an equipment status update to the Customer at the end of each on-site working day and at the end of the Services. If there are failures during the onsite, NI will provide instructions on who to contact and on how to set up the respective RMA (with standard SLA). NI will provide any temperature requirements for the requested models; if the Customer does not have a temperature-controlled space then NI will notify the Customer that verification can be performed but if

adjustment is required, the unit must be returned to NI to complete service. NI will assume acknowledgement of Services completion unless otherwise notified by the Customer. NI will send electronic calibration certificates to the Customer after the on-site has completed for the units that are covered by a PO. NI, at its sole discretion, may provide calibration for additional items provided there has been approval /or payment received for the additional services. During the on-site Services delivery, NI will prioritize the quoted items over items not included in original scope. If additional units have been added during the on-site, certificates will only be provided after a PO is received to cover the additions.

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 obtained from your local NI branch office/Affiliate or applicable HSA. NI provides contact information for each of its branch offices at ni.com/niglobal.

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. 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 obtaining permission 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 Drivers and Updates

Customer is responsible for maintaining any driver and software compatibility with Covered Products. NI supported Drivers and Updates are available at ni.com/updates.

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

At NI's sole discretion, NI may send the packaging to the Customer, but 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 or as designated by NI. Customer must ship the products to NI in their original, 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 Service Center. Customer is responsible for any in-transit damage to the product it sends to NI Service Center, and when NI sends back to Customer, NI will pay shipment fees but Customer bears risk of loss. 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 any shipment of a Covered Product for Service, including any formalities and customer filing; Customer will be the designated importer and exporter of record; and NI is only responsible for delivering hardware to the freight forwarder in any cases.

5.8 Replacements and Spares

Replacements and Spares received by the Customer from NI are in exchange for the Covered Product. For Spares; Advanced Replacement; Same Model Repair or Replace; and Reserved Product Inventory Services the following shall apply unless exceptions noted. The replacement or Spare Product may be new or refurbished, but functionally equivalent to the damaged Product, except for Same Model Repair and Replace Service where the replacement Product will be the same model. 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 or Spare 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 or Spare.

If NI does not receive the replaced Covered Product within thirty (30) days of Customer receipt of the Spare or Replaced Product, NI will charge Customer the full list price of the Spare or Replaced Product.

For the Managed Sparing Service, Customer must provide reasonable cooperation in order for NI to properly manage the quantities of each Covered Product in the Sparing inventory. If, in NI's reasonable opinion, Customer does not provide such cooperation, NI reserves the right to suspend or terminate the Managed Sparing Service with 30 days' written notice. In such case any amount previously paid to NI will not be refundable.

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, 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, in its discretion:

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

Repaired or replaced Hardware will be warranted for the remainder of the original warranty period 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.

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), acts of terrorism, vandalism, theft, 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 storage, including but not limited to conditions as temperature, dust, pressure or humidity); 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 acts of God or acts of nature, including but not limited to lightning, static electric, fire and floods, that is customarily addressed under an insurance policy. Notwithstanding the foregoing, NI may provide a one (1) time repair for those customer's Covered Products under a valid Standard or Premium Service Program, that suffer damages due to electrostatic discharge or electrical over stress or any other circumstance, that NI may consider at its sole discretion;
- ii Recovery or replacement of any Customer data, software, or passwords stored on the Covered Products;
- iii Repair, maintenance, or calibration on the System level. Unless otherwise agreed to in writing, NI services products on the module or board level; or
- iv Repair or maintenance of Third-Party Products not sold by NI.

6.4 Forego Troubleshooting for Repair Services

NI recommends that the Customer participate in the troubleshooting process with an NI Technical Support representative. Customer may forego the troubleshooting with an NI technical Support representative at his discretion. 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 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 of the original invoice from NI to either Customer or reseller, unless otherwise agreed to in writing by NI.

6.6 Transfer Requests

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

6.7 Termination

Either Party may terminate this Agreement for convenience by providing at least ten (10) 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 or NI shall refund those amounts previously paid for those services not rendered until 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; 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 Program offerings may vary globally according to the laws and regulations of the country in which the hardware is sold. Service options, including service levels, technical support hours, and onsite response times 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 or email recycling@ni.com.

6.11 Security

For any Services to be performed on Customer's site, Customer agrees to provide NI with or arrange reasonable access to applicable documents, tools, equipment, facilities and systems of Customer for NI to provide Services, provide a safe work environment for NI personnel, promptly inform NI of any safety hazards of which Customer becomes aware that may impact NI personnel, and 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, deaths to NI personnel who work at the site of Customer and to prevent damages and losses to all product 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 HSA 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. Part Numbers for NI Service Programs

A.1 Repair Service Programs

A.1.1 Part Numbers for Service Program for Hardware with Options

NI Part Number	Description	Duration
960680-100	Standard Service Program for Hardware (New or Renewal)	3 years
960680-101	Standard Service Program for Hardware with Traceable Calibration (New or Renewal)	
960680-102	Standard Service Program for Hardware with Compliant Calibration (New or Renewal)	
960680-103	Standard Service Program for Hardware with Accredited Calibration (New or Renewal)	
960680-200	Premium Service Program for Hardware (New or Renewal)	
960680-201	Premium Service Program for Hardware with Expedited Traceable Calibration (New or Renewal)	
960680-202	Premium Service Program for Hardware with Compliant Calibration (New or Renewal)	
960680-203	Premium Service Program for Hardware with Accredited Calibration (New or Renewal)	

A.1.2 Part Numbers for Service Program for Systems with Options

NI Part Number	Description	Duration
SRV-XXXX*	Service Program for System	3 years
960680-300	Standard Service Program for Systems (New or Renewal) Standard	
960680-301	Service Program for Systems with Traceable Calibration (New or Renewal)	
960680-302	Standard Service Program for Systems with Compliant Calibration (New or Renewal)	
960680-303	Standard Service Program for Systems with Accredited Calibration (New or Renewal)	
960680-400	Premium Service Program for Systems (New or Renewal) Premium Service Program for Systems with Expedited Traceable Calibration	
960680-401	(New or Renewal)	
960680-402	Premium Service Program for Systems with Compliant Calibration (New or Renewal)	
960680-403	Premium Service Program for Systems with Accredited Calibration (New or Renewal)	
960903-303	Standard Service Program for PXI Systems	
960903-313	Standard Service Program for CompactDAQ Systems	
960903-323	Standard Service Program for CompactRIO Systems	
960903-333	Standard Service Program for Compact FieldPoint Systems	
960903-343	Standard Service Program for PXI/SCXI Combo Systems	
960903-403	Premium Service Program for PXI Systems	
960903-413	Premium Service Program for CompactDAQ Systems	
960903-423	Premium Service Program for CompactRIO Systems	

*The part number for the Service Program for System will be generated by the configuration of different modules selected by the Customer.

For Services Part Number visit ni.com/services.

A.2 Part Number for On-site Calibration

NI Part Number	Description	Duration
930017-02	Onsite Calibration	N/A