

The Hardware Service Programs identified herein are provided under the separate signed Customer Master Services Agreement (the "CMSA") between National Instruments Corporation ("NI") and the customer ("You" or "Customer"), or in the absence of such CMSA, National Instruments Standard Terms and Conditions for Sale available at ni.com/legal will govern the delivery of Services hereunder and is incorporated by reference in its entirety herein. In the event of a conflict of terms between the CMSA (or Standard Terms and Conditions for Sale) and the terms of the Hardware Service Program, the terms of the Program will control in relation to the applicable Services only. IF YOU DON'T AGREE WITH THESE TERMS, PLEASE NOTIFY NI 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.

1. NI Hardware Service Programs.

NI is committed to providing the highest quality products in the industry for test, control, and embedded design applications, and assisting its customers in achieving the best results from the NI products. As part of this commitment, NI is offering hardware service programs for repair, calibration, and/or configuration of NI hardware products ("Hardware Service Programs" or "Program") to help its Customers protect their investment, fix their maintenance costs, and minimize costly downtime. In order to benefit from the entitlements of these Hardware Service Programs, Customer is required to follow the Process for Requesting Service as outlined in Appendix A.

1.1 Purchase and Order. The duration of the Hardware Service Program ("Duration"), the hardware product to be included in such Program ("Covered Product(s)"), and the service level (if applicable) will be identified on Customer's order acknowledgement, invoice, or receipt for the Hardware Service Program. Repair Service Programs may be purchased in durations of three (3) or five (5) years for new Programs (the selected duration includes the NI standard 1-year hardware warranty). Renewals for Repair Service Programs may be purchased in one (1), three (3), or five (5) year intervals. Calibration Service Programs may be purchased for three (3) or five (5) years for new Programs and Renewals. Both Repair and Calibration Service Programs purchased at the time of product purchase will be considered a new Program. Any such Program not included in the same order as the product will be considered a renewal. Systems Assurance Programs may be purchased for a three (3) year term for Standard System Assurance or five (5) year term for Premium System Assurance. System Assurance Programs must be purchased at the same time on the same order as the product purchase. Each Hardware Service Program begins on the date of invoice. See Appendix B for the service part numbers corresponding to each Program.

1.2 Eligible Covered Products. Only serialized hardware products are eligible for the NI Hardware Service Programs. Products like cables and connector blocks are not eligible; neither are Third-Party Products or NI hardware products for which a last time buy date has been announced. A Calibration Service Program is linked to hardware products by subassembly serial number. Calibration 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. System Assurance Programs are available only for the NI PXI, CompactRIO, and Compact FieldPoint.

2. Service Program Details.

2.1 **NI Repair Service Program.**

Under the NI Repair Service Program, NI will provide repair service for all Covered Products for the Duration of the Program. Repair Service includes repairing any material failures in the Covered Products to operate in conformance with the published specifications for such Product and which failure may be reproduced by NI under normal operating conditions ("Qualified Repairs"). The Repair Service Program includes the steps and items necessary to address Qualified Repairs of a Covered Product, such as: parts, labor and materials, upgrades, factory testing, and a Standard Repair Report. In addition, this Program includes technical service and support from NI Applications Engineers (AE) who provide hardware troubleshooting and technical support services during standard local business hours by telephone, instant online chat, and e-mail. Repair Service may include a replacement of a Covered Product, if NI determines that a replacement is the best option for the Customer.

2.2 NI Calibration Service Programs. In addition to the Repair Service Program identified above, NI Calibration Service Programs also include calibration of the Covered Product. Calibration reduces measurement errors, establishes consistency between measurements, increases production yields, and ensures accurate measurements. There are three

Calibration Service Programs available for purchase from NI: Traceable Calibration, Compliant Calibration, and ISO 17025 Accredited Calibration Service Programs.

- **Option 1 – NI Traceable Calibration Service Program**
Under the NI Traceable Calibration Service Program, NI will provide one annual traceable calibration service for the Covered Product. Traceable Calibration is National Institute of Standards and Technology (NIST) traceable and includes measurement performance verification and adjustment when possible. It also provides full 'As Found' and 'As Left' measurement data. A "Certificate of Calibration" will be retrievable from ni.com/calibration by the Customer.
- **Option 2 – NI Compliant Calibration Service Program**
With the NI Compliant Calibration Service Program, NI will provide one annual Compliant Calibration Service for the Covered Product. Compliant Calibration is performed at a laboratory that is accredited to ISO/IEC 17025 and is compliant with ANSI/NC SL Z540-1-1994. This Service includes verification of measurement performance and adjustment when possible, as well as full 'As Found' and 'As Left' measurement data.
- **Option 3 – NI ISO 17025 Accredited Calibration Service Program**
With the NI ISO 17025 Accredited Calibration Service Program, NI will provide one annual ISO 17025 Accredited Calibration Service for the Covered Product. Accredited Calibration is performed at a laboratory that is accredited to ISO/IEC 17025, and the certificate includes full calculated measurement uncertainty and the logo of the local accrediting body. This service includes verification of measurement performance and adjustment when possible, as well as full 'As Found' and 'As Left' measurement data.

2.3 NI System Assurance Programs. Under the NI System Assurance Program, NI will assemble the Covered Products into the NI PXI, CompactRIO, or Compact FieldPoint system ("System") and test the System prior to sending the System to the Customer. With this Program, the System is delivered to the Customer fully assembled and with the selected drivers and software installed. In addition, the System Assurance Program includes the NI Traceable Calibration Service Program, which covers calibration (for products for which calibration is available) and repair services for the Covered Products that are in the System as detailed above.

3. More Information.

3.1 Upgrades. During Service, Covered Products may have engineering change orders (ECOs) applied which may result in a revision upgrade. Some ECOs are performed for critical performance reasons automatically as required by the NI engineering department. Non-critical performance ECOs may be applied at the discretion of the NI technician and are included in the price of the Service. Customer may not opt out of ECOs.

3.2 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. If after examining and testing a Covered Product, NI makes a determination of "No Trouble Found" ("NTF"), NI will contact the Customer to discuss additional options.

3.3 Turn Around Time. Turn Around Time (TAT) is measured from the time NI receives the product at the NI Service Center to the time NI ships the product back to Customer from the NI Service Center. Typical repair TAT is 5 - 15 working days. Working days do not include Saturdays, Sundays, or NI 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 dependent on additional factors, such as the product to be serviced and the service to be provided.

3.4 Repair Report. Each repair includes a simple report which includes information, such as:

- Customer name and address
- Name of Product returned including part number, product description, and serial number
- Service request number and repair order number
- Problem description as indicated by the Customer to the Return Material Authorization (RMA) Coordinator
- Identification of functional area of the product where repair was conducted
- Whether NI applied an/any ECO(s)

The Standard Repair Report does not include root cause analysis or a detailed list of what was wrong with the product. A Detailed Repair Report that does include more detailed information may be available for an additional fee, if requested at the time of the issuance of an RMA.

4. Customer Responsibilities

- 4.1 **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 (Appendix A).
- 4.2 **Data and Non-NI equipment.** Customer is responsible for the removal of all non-NI equipment (including accessories, attachments, modifications, and 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 service the Covered Product. Customer is responsible for making and keeping a separate backup copy of any 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.
- 4.3 **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.
- 4.4 **Cooperate with NI AE.** Customer agrees to cooperate with and follow the instructions given by the NI AE.
- 4.5 **Drivers and Updates.** Customer is responsible for maintaining the Covered Product(s) at NI recommended levels or configurations with Drivers and Updates as available at ni.com/drivers.
- 4.6 **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.
- 4.7 **Shipping.** Customer is responsible for securely packaging Covered Products and shipping them to the appropriate NI Service Center. Customer must ship the products to NI in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Customer is responsible for any in transit damage to the product it sends to NI due to insufficient packaging, and NI will not cover such damage under the Service Program. 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. NI will pay to ship the Covered Products back to Customer after service. As applicable, Customer is responsible for any customs and taxes incurred through the shipment of a product for service and will be the designated importer and exporter of record; and NI is responsible for delivering hardware to the freight forwarder.

5. Additional Terms

- 5.1 **Limited Warranty.** Each NI hardware product is warranted against defects in material and workmanship for one (1) year from the date of invoice. NI shall, at its option, either repair or replace the Covered Product that proves to be defective, if NI receives written notice of such defects during the applicable term. NI makes no promise or guarantee that each and every faulty hardware product sent to NI will be repairable. NI may, at its sole discretion, offer a replacement for the customer's faulty product rather than a repair. All repairs and replacements carry a warranty of ninety (90) days or the remaining term on the existing Service Program, whichever is longer. If applicable, the 90-day warranty term begins the day the repaired item is shipped from the NI Service Center. If the product warranty expires sooner than 90 days, the repair remains under warranty for the full 90 days. This limited warranty is void if failure of the product has resulted from accident, abuse, neglect, misuse, unauthorized modification, improper environment, misapplication, use of an improper hardware or software key, or unauthorized maintenance or repair (including faulty installation, repair, maintenance, or calibration). Hazards such as lightning, flood, exceeding voltage specifications, or acts of nature are not covered under warranty.
- 5.2 **Out of Scope Services.** Coverage under these Service Programs does not include:

- Repair or maintenance of the Covered Products required for reasons of accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than NI), unauthorized modification, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God.
- Recovery or replacement of any Customer data, software, or passwords stored on the Covered Products.
- Repair, maintenance, or calibration on the System level. Unless otherwise agreed to in writing, NI services products on the module or board level.
- Repair or maintenance of Third Party Products.
- Next on Bench Service, Advanced Replacement Service or any other NI services not detailed herein. These additional services are available for purchase from NI for an additional fee.

5.3 Forego Troubleshooting. For Repair Services, Customer has the right to forego troubleshooting with an AE and return the hardware product to NI based on the reported behavior of the end user. If Customer chooses to forego troubleshooting with an AE, there may be a factory testing fee.

5.4 Third-Party Products. NI DOES NOT WARRANT THIRD PARTY PRODUCTS. Third Party Products that NI resells may not be testable or repairable by NI. It may be necessary to return these products to the original equipment manufacturer (OEM) for service. Repairs for Third-Party Products by the OEM have a long TAT, often as long as 90 days. Therefore, the purchase of a replacement is the primary suggested method for failure resolution of Third Party Products. "Third Party Product(s)" as used herein means any third-party hardware or software that does not carry an NI brand or the brand of an NI affiliate.

5.5 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, unless otherwise agreed to in writing.

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

5.7 Cancellation. Customer may cancel a Service Program at any time for any reason, including, but not limited to, the Covered Products being sold, lost, stolen, or destroyed. Amounts previously paid to NI in accordance with a Service Program are not refundable. Cancel by sending written notice to:

National Instruments Corporation
Attn: Hardware Services Program Manager
11500 A North Mopac Expressway.
Austin, Texas 78759-3504

5.8 Replacement Parts. NI may use either new or refurbished replacement parts to repair the Covered Products; or NI may elect to exchange the Covered Product with a new or refurbished functionally equivalent product. NI may have manufactured replacement equipment from new, refurbished, or serviceable used parts. Replacement products, parts, and modules shall become the Customer's property; the replaced products, parts, and modules shall be returned to and become the property of NI. Customer may decline a replacement product and may request that their specific product (identified by serial number) be repaired and returned to them, subject to NI's ability to perform the repair,

5.9 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.

5.10 Recycling. As part of NI's commitment to making the world a better place, NI has initiated the NI Take Back Program, where 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.

5.11 Miscellaneous. This Program, including 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 Program.

**APPENDIX A
PROCESS FOR REQUESTING SERVICE**

Methods of Contacting NI for Service:

- A. Online at www.ni.com/services.
- B. NI's Service Request Manager at <https://sine.ni.com/srm/app/login/p/tab/getassistance>.
- C. Phone: Call (866) ASK-MYNI [(866) 275-6964] in the U.S. Outside the U.S., please contact your local NI branch. Telephone support for the U.S. is available during standard business hours from 8 a.m. to 6 p.m. CST, (excluding local NI holidays) to NI AEs for troubleshooting assistance related to the Covered Product. For other locations, the phone number and availability will vary dependant on the region.

Process for Requesting Service:

1. Step One: Contact NI and Assist with Troubleshooting

Service is initiated by Customer contacting NI through one of the options outlined above. Customer will:

- Provide the serial number for the Covered Product(s) as proof of coverage, location, and other information as requested by the AE.
- When requested by the AE, identify error messages received and when they occur; product behavior that may indicate an error; what activities preceded the error message; and/or what steps have already been taken to attempt to solve the problem.

If the Covered Product is no longer covered under the applicable Services Program, the applicable warranty term, or the issue is outside the scope of this Service, then repair of the issue may still be available, but at an additional fee. If Customer is requesting calibration under a Calibration Services Program or a Systems Assurance Program, Customer may skip troubleshooting with an AE, and go directly to the RMA coordinator.

2. Step Two: Obtain a Return Material Authorization

If Troubleshooting fails to determine the problem, the AE will direct Customer to the Return Material Authorization (RMA) Coordinator, who will then verify the Covered Product is currently covered under the Service Program, identify the service requested by the Customer, issue the RMA number, and provide specific instructions for the Customer to return the product for service. **Customer must obtain an RMA number from NI before returning any products to NI for service.**

3. Step Three: Return Covered Product to NI

Before returning the Covered Products to NI for service, Customer should:

1. Make and keep a separate backup copy of any application software and data;
2. Disable any security passwords;
3. Remove any confidential information;
4. Remove any non-NI equipment from the Covered Product;
5. Separate the Covered Product from any non-Covered module, system or solution;
6. Securely package Covered Products in their original or equivalent packaging;
7. Label the package accordingly including the RMA number; and
8. Ship to the designated NI Service Center, including prepaying shipping charges and insuring the shipment.

4. Step 4: NI Repairs and/or Services the Covered Product

Once the Covered Product is received by NI, NI will take the steps as outlined below to service such Product. The actual steps and order may vary dependent on a variety of factors, such as which Covered Product is being serviced, what services are being provided, the repairs required, if factory testing is required, calibration level purchased, and/or information needed from the Customer.

NI will:

1. Enter the information regarding the Covered Product into the NI systems, referencing the RMA number;
2. Perform factory test, if required or requested by Customer;
3. Troubleshoot and/or determine if the Covered Product is Non-Repairable or Non-Defective;
4. Make repairs as necessary;

5. Contact the Customer for additional information, if required, or notify Customer if the Product is Non-Repairable or Non-Defective;
6. Apply any applicable engineering change orders (ECOs) to Covered Products;
7. Provide calibration for Covered Products, if purchased, available and/or applicable;
8. Securely package the Covered Product in its original or equivalent packaging; and
9. Return the Covered Product to the Customer, along with the standard Repair Report.

To check on the status of the service request, Customer can visit NI's Service Request Manager at <https://sine.ni.com/srm/app/login/p/tab/getassistance>.

APPENDIX B

NI SERVICE PART NUMBERS

Repair Service Program

NI Part Number	Description	Duration
960028-03	3 Year Repair Program for NI Hardware (New or Renewal)	3 years
960028-05	5 Year Repair Program for NI Hardware (New or Renewal)	5 years
960028-01	1 Year Repair Program for NI Hardware (Renewal Only)	1 year

Calibration Service Program

NI Part Number	Description	Duration
960670-03	3 Year Traceable Calibration Service Program (New or Renewal)	3 years
960672-03	3 Year Compliant Calibration Service Program (New or Renewal)	3 years
960673-03	3 Year Accredited Calibration Service Program (New or Renewal)	3 years
960670-05	5 Year Traceable Calibration Service Program (New or Renewal)	5 years
960672-05	5 Year Compliant Calibration Service Program (New or Renewal)	5 years
960673-05	5 Year Accredited Calibration Service Program (New or Renewal)	5 years

Systems Assurance Program

NI Part Number	Description	Duration
960903-02	NI Standard System Assurance Program for PXI	3 years
960903-03	NI Standard System Assurance Program for Compact FieldPoint	3 years
960903-04	NI Standard System Assurance Program for CompactRIO	3 years
960903-05	NI Premium System Assurance Program for PXI	5 years
960903-06	NI Premium System Assurance Program for Compact FieldPoint	5 years
960903-07	NI Premium System Assurance Program for CompactRIO	5 years