

HARDWARE MAINTENANCE TERMS

Version Taiwan 2019.7.15

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

1. SCOPE AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

硬體維護條款

2019.7.15 台灣版本

本硬體維護條款適用由 KLA Corporation, 地址為 One Technology Drive, Milpitas, California 95035 (下稱「KLA」) 向任何買方 (下稱「客戶」) 提出之任何報價、訂單與訂單確認文件, 以及任何硬體維護服務之銷售。KLA 不以明示或暗示方式接收且以本文件拒絕客戶提出之其他或不同條款, 包括但不限於任何訂單、接收文件、確認文件中所含或引述, 或以商業習慣或於先前交易過程中確立之任何條款, 除非 KLA 以正式簽署之書面文件明確無疑義地表示同意此等條款。客戶於接獲本一般條款後, 或以其他方式接獲通知獲悉此等交易係依據本硬體維護條款而執行後而訂購、接收、同意或使用服務或以其他方式進行任何交易, 即表示同意此硬體維護條款與 KLA 之一般條款, 此一般條款係以參照方式納為本條款之一部分, 可附加為本條款附件或可自網站 www.kla.com/terms 查詢或可索取。

1. 範圍與定義

1.1 **範圍。** 本硬體維護條款適用於安裝之硬體與軟體 (受 KLA 預先安裝轉體授權條款約束), 且 KLA 已以書面方式同意為其提供硬體維護服務。為安裝於第三人產品上之電腦程式提供之維護服務應受 KLA 之軟體維護條款約束, 該條款可自網站 www.kla.com/terms 查詢或可索取。若 KLA 執行之服務不在適用之標準服務項目—包括但不限於客戶依據第 4.5 條「其他錯誤」要求之服務或因第 4.6 條「限制與排除」中所列之行動或事件所必須之服務—範圍內, 則應適用 KLA 當時有效之時間與材服務條款 (可自網站 www.kla.com/terms 查詢); 然 KLA 並無義務執行相關標準服務項目範圍以外之服務。本硬體維護條款規定 KLA 之義務僅限於執行雙方當事人均同意之服務活動, 並非為達成特定技術、經濟或其他成果。

1.2 **定義。** 除下列各項定義外, KLA 之一般條款中所載之定義亦應適用:

「**硬體維護服務**」係指第 4 條「硬體維護服務範圍」中定義之服務。

「**硬體修正**」係指硬體發生問題時為修正問題而為之修訂版或修改。

「**維護期間**」係指自 KLA 以書面載明之日期開始後之十二個日曆月期間, 若

KLA 並未載明, 則開始日期為 KLA 首次向客戶提供硬體維護服務當日。

「**問題**」係指產品未符合相關文件規定。

「**修正版**」係指硬體修正或軟體修正, 但非升級版。

「**軟體修正**」係指軟體發生問題時為修正問題而為之修訂版或修改。

「**標準服務項目**」係指 KLA 對特定類型標準維護與支援服務計畫之範圍、技術細節、程序規定與 / 或價格之書面說明, 相關資料均由 KLA 載於網站 www.kla.com/terms 供客戶查詢, 或以其他方式取得或可索取。

「**升級版**」係指並非為修正問題而進行之產品強化或修改。

2. ELIGIBILITY

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

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

2.3 **Relocation of Hardware.** At Customer's request, KLA will relocate Hardware for Customer. Such request must be received by KLA at least thirty (30) days prior to the requested relocation date. Hardware that is being relocated is automatically removed from coverage under these Hardware Maintenance Terms upon de-installation. KLA shall not be obligated to perform any Hardware Maintenance Services for relocated Hardware unless and until KLA has approved the eligibility of such Hardware for Hardware Maintenance Services. KLA shall approve the eligibility of the Hardware for Hardware Maintenance Services if KLA has (i) inspected the Hardware; and (ii) determined that it is in good operating condition and that sufficient KLA personnel is available to provide Hardware Maintenance Services for such Hardware in the new location. Relocated Hardware that has been approved by KLA as being eligible for Hardware Maintenance Services shall be automatically added again to coverage under these Hardware Maintenance Terms upon approval by KLA.

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

3. AUTHORIZED SUPPORT CONTACTS

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

4. SCOPE OF HARDWARE MAINTENANCE SERVICES

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

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

2. 資格

2.1 **符合資格硬體。**硬體必須符合下列條件方為符合接受硬體維護服務之硬體：(i) 五年內由 KLA 供應與安裝；以及 (ii) 本合約規定之硬體維護開始前有效之硬體銷售條款保證範圍之硬體。

2.2 **檢視與同意。**不符合第 2.1 條「符合資格硬體」規定之硬體若經 KLA 之書面同意即可接受硬體維護服務，但此等服務僅限於同意後三十日內有效。若 KLA 於檢驗後自行判斷決定該硬體為良好操作狀態，則 KLA 應同意讓該硬體接受硬體維護服務。

2.3 **硬體之遷移。**經客戶要求時，KLA 可為客戶遷移硬體。KLA 應於要求遷移日期至少三十日前便收到客戶之遷移要求。遷移中的硬體自解除安裝開始即自動排除於本硬體維護條款保障之範圍以外。除非 KLA 已同意該等硬體符合接受硬體維護服務之資格，否則 KLA 並無義務為遷移後之硬體提供硬體維護服務。若 KLA 已完成下列事項，即應同意該等硬體應符合接受硬體維護服務之資格：(i) 完成硬體檢驗；以及 (ii) 確定硬體為良好操作狀態，且 KLA 有足夠人員可就位於新地點之該硬體提供硬體維護服務。若遷移至新地點之硬體已由 KLA 同意符合接受硬體維護服務之資格，即應於 KLA 同意之際，自動納入本硬體維護條款之保障範圍。

2.4 **時間與材料服務。**KLA 同意經客戶要求而提供之遷移與檢驗服務與達成良好操作狀態所需之服務均依按 KLA 當時適用之費率收費，並遵守時間與材料服務條款。

3. 授權支援聯絡人

客戶得指派最多兩位聯絡人，參與 KLA 自行決定願意提供或屬硬體維護服務部分之任何訓練計畫，且應成為所有硬體維護服務要求之客戶支援聯絡人，並負責客戶與 KLA 間有關硬體維護服務之全部通訊（下稱「授權支援聯絡人」）。客戶得要求指派其他授權支援聯絡人，但應由客戶依當時之費率多付硬體維護費。

4. 硬體維護服務範圍

於維護期間，KLA 將提供依其自行決定向當時依據同樣標準服務項目接受服務之一般客戶提供之服務（以下合稱「硬體維護服務」）。

4.1 **修正版。**本條第 4.1 條應適用 KLA 依據包括提供修正之標準服務項目之執行之硬體維護服務。向客戶提供之修正形式與媒介（若為軟體修正時）均由 KLA 自行決定為適合者。KLA 保留權利不進行任何修正，亦保留權利可將產品之新版視為新產品或再經考量視為更新版而加以行銷。客戶僅得在取代修正產品之條件下使用修正版，不可同時使用。安裝硬體修正時，客戶應：(i) 於硬體修正安裝時歸還所有先前之硬體版本；以及 (ii) 刪除所有先前之軟體版本。修正版係受本硬體維護條款規定約束，但在不限制第 6.3 條「免責條款」之前提下，不適用修正產品適用之保證。儘管有上述規定，客戶使用任何修正版時均不得抵觸 KLA 一般條款之侵權賠償條款，且客戶使用軟體修正時另應遵守修正軟體適用之預先安裝授權條款之全部授權限制與規定。KLA Corporation 擁有、維持並保留軟體修正之所有權全部權益，包括但不限於其中全部之專有權利，除 KLA 於本合約中明示授予之有限權利外。在不限制以上條款一般性原則之前提下，客戶確認本合約任何內容均不構成銷售任何軟體修正（或軟體修正之任何智慧財產），包括軟體修正之任何複本或任一部分。

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

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

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

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

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

5. PAYMENT

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

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

4.2 預防與補救維護。於適用標準服務項目中載明之維修時間，KLA 應執行該標準服務項目中說明之預防與 / 或維護服務。

4.3 翻新零件。KLA 執行硬體補救維護時得使用翻新零件。

4.4 問題通報、回應與解決時間。客戶應以適用標準服務項目中明列方式與 KLA 聯絡，將問題向其告知。若有載明時，KLA 應按適用標準服務項目中所載之目標回應時間與目標解決時間向客戶提供補救維護服務。儘管有以上規定，適用標準服務項目中載明之任何反應與解決時間均為不具約束力的參考目標。

4.5 其他錯誤。若 KLA 認為客戶通報之錯誤可能並非問題所引起或為適用標準服務項目範圍以外的狀況，則 KLA 應告知客戶，客戶即得採取下列措施之一：(i) 指示 KLA 繼續就該錯誤執行硬體維護服務，費用可能由客戶支付，如本條第 4.5 條另行說明者；或 (ii) 告知 KLA 客戶無意解決該錯誤，此時 KLA 得自行決定不去解決該錯誤，且就此無任何責任。若客戶要求 KLA 繼續就該錯誤執行硬體維護服務，且 KLA 之後確定該錯誤並非因錯誤所引起，則 KLA 當時有效之時間與材料服務條款即適用於 KLA 為辨識或修正錯誤而採取之措施，以及因而產生之維修費用。

4.6 限制與除外。若硬體維護服務是因為下列原因而成為必要時，KLA 並無義務提供該等硬體維護服務：(i) 客戶誤用、濫用或未依 KLA 之操作指示而使用產品；(ii) 把產品和並未由 KLA 以書面明載為適合與產品一同使用之硬體或軟體一併使用；(iii) 客戶安置產品之環境發生變動；(iv) KLA 以外人員之行為；(v) 由 KLA 以外之其他人執行產品安裝、維護或修復，除非由 KLA 以正式簽字之書面文件授權而由客戶執行維護；或 (vi) 於 KLA 之一般條款中定義之不可抗力。以下情況時 KLA 無提供硬體維護服務之義務：(a) 產品已由 KLA 以外人員進行修改，除非此等修改係由 KLA 以書面指示或同意且嚴格遵守該書面文件中規定之全部規格與指示；(b) KLA 按客戶之要求、規格或指示修改產品；(c) 第三人產品；或 (d) 硬體遷移且於該遷移硬體上預先安裝軟體後，其接受硬體維護服務的資格尚未經 KLA 按第 2.3 條「硬體之遷移」而同意。晶圓測試機硬體於測試地點中執行遷移，機械與軟體介面須變動才能正常操作時，不屬於第 4.6 條「限制與除外」中 (a) 與 (c) 段規定之非准許修改或遷移。除下列版本外，否則 KLA 並無義務執行硬體維護服務：(y) 產品之最新版；以及 (z) 產品新版發行後十二個月期間的產品前一版本；KLA 無義務就任何其他產品版本提供硬體維護服務。

5. 付款

5.1 付款。KLA 得於每季向客戶就執行硬體維護服務預先提出請款，費用按 KLA 當時適用之標準費率計算，客戶可索取費率資訊。客戶應於請款日三十日內付款，並遵守一般條款規定。

5.2 遷移之硬體。有關遷移硬體之付款義務，(i) 硬體解除安裝當日即自動暫停；以及 (ii) 硬體安裝日自動重新恢復。在不限制第 2.3 條「硬體之遷移」與第 4.6 條「限制與除外」(c) 段之條件下，為遷移之硬體與該硬體上預先安裝之軟體執行硬體維護服務可能必須按 KLA 當時適用費率多繳硬體維護費，例如因為硬體所在位置距離 KLA 服務中心的距離變遠。

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

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

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

6. LIMITED WARRANTY AND DISCLAIMER

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

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

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

7. TERM AND TERMINATION

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

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

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

5.3 調升規格水平. KLA 提供硬體維護服務之義務僅限於維持文件中明載之產品規格標準水平。若 KLA 經客戶要求而執行硬體維護服務，因而使 KLA 之規格水平證明獲得調升，則硬體維護費用可能會增加。

5.4 升級版。若安裝的產品新版中已增加新特色或功能，則維護費用可能會增加。

5.5 折扣。KLA 於維護期間首日適用之折扣表應適用依本合約執行之硬體維護服務。若確定客戶適用折扣的因素發生任何變動，則折扣變動將於變動次月首日開始生效。若客戶有因或無因而於維護期間結束前終止硬體維護服務，則 (i) 該維護期間適用之多年折扣即應喪失，且具回溯效力，且客戶應支付因而產生之差額；以及 (ii) 任何跨系統折扣均將按 KLA 當時適用之費率重新計算。

6. 有限保證與免責聲明

6.1 有限保證。KLA 大致上將按適用之標準服務項目執行硬體維護服務。

6.2 唯一之救濟。若硬體維護服務未遵守第 6.1 條「有限保證」規定之有限保證，且 KLA 未於接獲客戶要求補正違規事項之詳細請求後三十日之內補正此等違規情事，則客戶得依據第 7.3 條「有因終止」終止硬體維護服務。終止不得影響：(i) 客戶就 KLA 接獲客戶要求補正之請求前即已執行之硬體維護服務而應付款之義務；或 (ii) 客戶依據本硬體維護條款應盡之其他義務。本條第 6.2 條中明白載明或參照之救濟為客戶唯一之救濟，應取代客戶得就 KAL 違反硬體維護服務或修正規定而以其為對象提出之任何其他權利或救濟。

6.3 免責聲明。除於第 6.1 條「有限保證」中明列者外，KLA 並未就與硬體維護服務或修正相關之任何事項作成明確之聲明或保證。在適用法律規定之最大範圍內，KLA 拒絕承認所有暗示之保證與聲明，包括但不限於任何對可銷性、特殊用途之可適性與未侵權之任何保證。客戶依第 6.1 條「有限保證」並無主張保證之權利，除非 KLA 接到客戶要求其於違規事件發生後三十日內補正違規情事之書面請求。

7. 合約期間與終止

7.1 合約期間與續約。KLA 於維護期間將提供硬體維護服務，維護期間不會自動續約。若客戶欲於首期維護期間結束後繼續取得服務，或欲就其他產品取得服務，則應提出新訂單。

7.2 任意終止。任一當事人均得以向對方提出九十日之書面通知後終止硬體維護服務或將個別產品自硬體維護服務範圍中排除。

7.3 有因終止。若任一當事人收到未違約當事人詳細說明其遭指控之重大違約事項之書面通知後三十日內仍未糾正對本硬體維護條款之重大違約情事，則對方即得以書面通知立即終止硬體維護服務。

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

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

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

8. PREVAILING LANGUAGE

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

7.4 自動終止。當軟體與包含軟體之硬體之授權屆期或因任何原因終止時，硬體維護服務即自動終止。

7.5 終止後之處理。除非 KLA 因為客戶嚴重違反本硬體維護條款而得有因終止硬體維護服務，否則客戶應有權獲得退還維修期間終止部分之預付款。若客戶因為 KLA 嚴重違反本硬體維護條款而得有因終止硬體維護服務，則客戶亦應有權獲得終止前三十天之比例退款；否則客戶不得要求任何退款。若 KLA 因為客戶嚴重違約而終止硬體維護服務，則客戶應向 KLA 退還與硬體維護服務相關而接受之全部軟體修正、KLA 之保密資料與其他有形與無形物，不得保留上述項目之任何複本，且根據本硬體維護條款有關修正而授予之全部授權均應自動廢止。

7.6 效力存續。KLA 之一般條款與本硬體維護條款之第 5 條「付款」與第 7 條「有限保證與免責聲明」於本合約終止後均應繼續維持有效。只要客戶繼續完全遵守本硬體維護條款 (含 KLA 之一般條款) 之全部規定，客戶就修正版取得之授權即可繼續維持有效。

8. 適用語言

本硬體維護條款應完全以英文版為準，且具法律約束力，任何版本未合之處均應以英文為準。