



# Support 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](https://ni.com/legal) incorporated by reference in its entirety herein (“Agreement”), apply to your (“Customer”, “You”, and “Your”) purchase from NI of any of the service programs or support 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, National Instruments Corporation (a Delaware Corporation with headquarters at 11500 North Mopac Expressway, Austin, Texas 78759, USA). 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 and any support agreement (“Support Agreement”), the terms of the Support Agreement will control in relation to the applicable services only. In absence of a Support Agreement, the term of this Agreement will control in relation to the applicable services only. IF YOU DO NOT 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.

### 1. Service Programs for Support

NI offers service programs for support that include technical support, updates, and/or training for NI products (“Services Program(s) for Support” or “Service(s) Program(s)”). 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/](https://ni.com/niglobal/).

#### 1.1 Purchases and Orders

The duration of the Service Program for Support (“Duration”), the Products covered by such Program (“Covered Products”), and the service level (if applicable) will be identified on the order acknowledgement, invoice, Support Agreement or receipt for the Service Program for Support. Each Service Program begins on the date of invoice.

### 2. Service Program Details

NI will provide the agreed services for all Covered Products for the agreed Duration. Customer may purchase Service Programs for Support in a Duration of one (1) year or multiple years as required by Customer. To access the benefits described in Section 2.1, Customer must register at [ni.com/register](https://ni.com/register). Once registered, Customer can view Covered Products at [ni.com/myproducts](https://ni.com/myproducts).

#### 2.1 Standard Service Program (SSP) for Software

2.1.1 SSP is included with the purchase of the Software License (i) for the first year of a perpetual license and (ii) for the term of a term license and provides the following benefits:

2.1.1.1 Phone and/or Email Support provided by NI Support Engineers during local business hours. Customer can manage the service request online.

2.1.1.2 Customer will have access to Software Updates at the time of release at no additional cost.

2.1.1.3 Customer will have access to online communities, discussion forums, and Knowledge Bases.

2.1.1.4 The Online Training Content is self-passed and may contain video training modules, interactive quizzes, exercises, and solutions. Online training content is available at [ni.com](https://ni.com) and requires a user profile for access. Availability may vary by product and region.

- 2.1.1.5 Access to older versions of NI software to download. Your license to use the software is subject to the terms of the software license agreement that accompanies the version of the software for which you have a valid license.
- 2.1.2 THE SERVICE PROGRAM FOR SSP WILL RENEW AUTOMATICALLY FOR ADDITIONAL TERMS EQUIVALENT TO THE INITIAL PERIOD (UNLESS A DIFFERENT PERIOD IS SELECTED BY THE CUSTOMER) UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT NOT TO RENEW THE PROGRAM AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE TERMINATION OF THE INITIAL TERM OR ANY RENEWAL TERM.
- 2.1.3 The price for SSP will be described in the respective quote, order acknowledgement, and invoice. Customer acknowledges that this price may change from time to time at NI's discretion. In such event, NI will inform Customer in writing at least SIXTY (60) days prior to the termination of the Initial Term, or the Renewal Term, including the new price available for the SSP for the agreed term. If Customer does not agree to the new price, Customer may provide notice of intent not to renew the SSP as per Section 2.1.2.
- 2.1.4 NI will provide an invoice for the renewal price on a yearly basis as described in the appropriate quote. Also, Customer may, at any time, request pricing information by calling NI's local offices.
- 2.1.5 Payment terms for SSP are subject to agreed payment terms with NI. In the event that no payment or partial payment is received, NI may suspend deliveries, services, and any contracts then in place.

## 2.2 PremiumPlus Service Program for Support

With Premium Plus Service Program for Support, Customer will have the option to customize the program for his/her specific needs, having access to pick any or all of the following optional support services:

- i Direct Escalation Voicemail, as described in Section 3.1 of this Agreement
- ii Private Online Community Page, as described in Section 3.2 of this Agreement
- iii On-site Initial Assessment by NI Support Engineer, as described in Section 3.3 of this Agreement
- iv Systems Documentation, as described in Section 3.4 of this Agreement
- v Support Request Activity Reporting, as described in Section 3.5 of this Agreement
- vi Incident-based Consulting Services (On-site and/or Remote), as described in Section 3.6 of this Agreement
- vii Escalation Management and Oversight, as described in Section 3.7 of this Agreement
- viii Replication of Customer System at NI, as described in Section 3.8 of this Agreement

Services Offered under the PremiumPlus Program are not subject to Automatic Renewal.

## 3. Individual Support Services Description

NI offers support services as described in this section. Customer is required to contact NI or the local NI Affiliate to request the following services. Contact details are available at [ni.com/niglobal/](http://ni.com/niglobal/).

The duration of the support service, the products covered, and the service level (if applicable) will be identified in the order acknowledgement, invoice, Support Agreement, or receipt for the individual support service.

Each support service begins on the date of invoice.

### **3.1 Direct Escalation Voicemail**

NI will provide, for a certain period of time and for a certain previously defined number of Customer engineers, a toll-free number and unique code for direct voicemail access to NI Support Engineers. This number can be used for escalating critical issues or requesting system and architecture recommendations.

Direct Escalation Voicemail service includes:

- i Toll-free number and unique code for priority phone response; and
- ii Extended local support office hours from: 7:00 a.m. to 7:00 p.m. Central time Monday-Friday (excluding local holidays) *(United States, Canada, and Latin America only). Excludes local NI-observed holidays.*

### **3.2 Private Online Community Page**

NI will create and maintain an online, exclusive (private and restricted access), self-archiving Customer-specific NI Web Community Site on [forums.ni.com](https://forums.ni.com) as the NI-Customer support forum. Access to the site is by invitation only; NI will provide access, for a certain period of time, to a certain previously defined number of Customer engineers assigned to work with NI Support Engineers. Customer can use this NI Community Site to report technical issues, to share system or project information with, and to request other assistance from NI Support Engineers. NI and Customer will use this site to collaborate on troubleshooting, escalation, and resolution of technical issues with NI tools and technologies. In addition, NI Support Engineers will communicate with specific Customer engineer(s) regarding recommendations and best practices and post other relevant communications between NI and Customer to the NI Web Community Site, including any notes from Customer meetings and conference calls.

### **3.3 On-site Initial Assessment by NI Support Engineer**

At the onset of the Support Agreement, an NI Support Engineer will travel on-site to Customer's location(s) for up to five (5) business days (travel expenses included) to (i) perform an initial review and analysis of Customer's implementation of NI tools and technologies, (ii) gather insight and context on system(s) or application(s); (iii) provide any initial recommendations on system(s) or application(s), and (iv) answer technical questions related to NI tools and technologies.

### **3.4 System Documentation**

The NI Support Engineer will work with the Customer engineer on a quarterly (3 months) cadence, for a certain period of time, to document and update a list of current Customer NI systems and their configurations of hardware and software.

### **3.5 Support Request Activity Reporting**

The NI Support Engineer will provide a weekly report of Customer's open Service Requests for the Customer's Location(s). The NI Support Engineer will share and discuss this report's content weekly with Customer engineers to define impact and priority of open Service Requests on Customer's project(s). The NI Support Engineer will adjust priority, severity, and status of open Service Requests and ensure issues are properly escalated based on discussion with Customer engineers.

### **3.6 Incident-based Technical Consulting Services (On-Site and/or Remote)**

NI provides to Customer the total number of business days defined in the Support Agreement for incident-based support and/or consulting time with NI Support Engineer for a certain period of time. NI Engineer may provide this support and/or consulting time remotely from an NI location or on-site at Customer's Location(s).

NI offers Customer flexibility on how to use or apply the Incident-based Consulting Services. These services can include troubleshooting and/or consulting time that NI allocates under a Support Agreement. Consulting time can include any combination of the following services: (i) Design Assistance; (ii) Code Review; and/or (iii) Upgrade Assistance as defined in the NI Technical Consulting Terms and Conditions located at

ni.com/pdf/legal/us/Technical\_Consulting\_Services\_TsCs.pdf. Refer also to Section 9, Out of Scope Services of the referenced terms.

3.6.1 For Incident-based On-site Support Services, Customer shall request Incident-based On-site Support Services at a customer-designated Covered Location (“Incident-based On-site Services”) at least twenty-one (21) days in advance of the first date of requested Incident-based On-site Service in order to avoid additional travel expense charges. If Covered Location is not a Customer-owned/managed facility, Customer agrees to schedule at least one (1) of its employees to accompany NI personnel.

3.6.2 For Incident-based Remote Support Services, Customer shall request Incident-based Remote Services, which NI will provide via online tool and/or teleconference from an NI facility (“Incident-based Remote Services”), at least five (5) business days in advance of the first date of requested Incident-based Remote Services.

### **3.7 Escalation Management and Oversight**

The NI Support Engineer will work with Customer engineer to document open Customer escalations and define their severity and impact on Customer project(s) to define prioritization of time and application of Support Services.

### **3.8 Replication of Customer’s System at NI**

The NI Engineer will duplicate one (1) of Customer’s NI system(s) at an NI location and, as required, NI shall use such system(s) to replicate technical support issues and/or proactively test proposed changes and potential updates to Customer’s system.

## **4. Customer Responsibilities**

### **4.1 Updates and Bug Fixes**

Customer should maintain the Software at NI-recommended levels, including obtaining updates and bug fixes at [ni.com/myproducts](https://ni.com/myproducts) in order to receive the best value from the Service Program. Service Programs and Support Services are available only for versions of the Software that are in the current, mainstream, or extended support stage of the software life cycle. To review the NI software life cycles, visit [ni.com/life-cycle/software.htm](https://ni.com/life-cycle/software.htm).

### **4.2 Data**

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, INCLUDING CUSTOMER’S CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION.

### **4.3 Security of On-Site Support Services**

For any Services to be performed on-site at customer-designated Covered Location, Customer agrees to (i) provide NI with or arrange reasonable access to applicable documents, tools, equipment, facilities, and systems of Customer or its designate for NI to provide Services hereunder; (ii) provide a safe work environment for NI personnel; (iii) promptly inform NI of any safety hazards of which Customer becomes aware that may impact NI personnel providing Services hereunder; and (iv) and notify NI of any on-site policies that may be applicable to NI personnel 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. In case such policies are found not acceptable to NI after mutual consultation between NI and Customer, and therefore NI’s entrance to a Customer Location for purpose of performing Services on-site is rejected, then NI shall not be liable for the delay of performance. Customer further agrees to exercise the utmost care and diligence and develop an effective security program to maintain the site in good and safe conditions at all times in order to prevent any injuries to or deaths of NI personnel who work at the site of Customer and to prevent damages and losses to all products delivered by NI that are stored at the site of Customer arising from or as a result of any theft, arson, vandalism,

or any other malicious activities of any third party. If Covered Location is not a Customer-owned/managed facility, Customer agrees to provide at least one (1) of its employees to accompany NI personnel to that location.

#### **4.4 Customer Provided Materials**

With respect to any materials, documentation, and software that Customer provides to NI for the purpose of providing services to Customer (“Customer Provided Materials”), Customer represents that: (i) Customer has the right to provide the Customer Provided Materials to NI for such purpose; (ii) the Customer-Provided Materials do not contain or generate any computer “viruses,” “time bombs,” “worms,” “trap doors,” or other programs, software, information, instructions, code, or commands designed or likely to cause damage to, or enable or facilitate unauthorized access to, software, data, or files; and (iii) unless otherwise first agreed to in writing by NI, the Customer Provided Materials do not contain or generate any programs, software, or code that is subject to a license that requires, or purports to require, as a condition of use, modification, or distribution, that (a) the code that is or could become subject to the license, be disclosed or distributed in source code form, or (b) others have the right to modify or create derivative works of the code that is or could become subject to the license.

#### **4.5 Cooperate with NI Support Engineers**

Customer agrees to cooperate with and follow the instructions given by the NI Engineers.

#### **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 US export control list or other applicable export control lists, including but not limited to the US International Traffic in Arms Regulations and US Export Administration Regulations. If Customer will require the disclosure to NI of any such sensitive or export-controlled technology or technical data, Customer must notify NI and receive confirmation in writing by NI that NI agrees to receive such data prior to Customer sending it. NI WILL 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. Additional Terms**

#### **5.1 Out-of-Scope Services**

Coverage under a Service Program or individual support service does not include any of the following:

- i Service for any third-party software
- ii Service for any third-party development platforms or environments
- iii Recovery or replacement of any Customer data, software, or passwords stored on the Covered Software

#### **5.2 License**

Any deliverable, or any code provided to Customer by NI Engineers is subject to the terms and conditions of the NI Sample Code License at [ni.com/samplecodelicense](https://ni.com/samplecodelicense). This does not include updates or prior versions provided under the SSP.

#### **5.3 Third-Party Products**

“Third-Party Product(s)” as used herein means any third-party software that is not licensed under the NI software license agreement. Third-Party Products that NI resells may not be supported by NI. It may be necessary to address any issues with Third-Party Products directly with the publisher.

#### **5.4 Reseller Products**

Unless otherwise agreed to in a signed writing by NI, the Service Program begins on the date of the original invoice from NI (or shipment from NI—whichever is later), regardless of whether you have purchased the Service Program directly from NI or through a reseller.

## **5.5 Transfer Requests**

Except as set forth in this Agreement or any signed agreement between the Parties, Customer may transfer a Service Program to another user provided that Customer notifies NI in advance of such transfer. Please note that when Customer transfers a Service, only the entitlement to service transfers; the service data and history associated with the Customer user profile does not transfer. To transfer a Service Program, Customer will need to send an email to [customer.updates@ni.com](mailto:customer.updates@ni.com). The transfer of a Service Program can occur a maximum of two (2) times during the Duration. Service Programs purchased with a VLP or EP are not transferrable without NI's prior written permission, which NI may withhold in its sole discretion.

## **5.6 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. If our understanding is incorrect, please notify us immediately because a specific authorization may be required from the U.S. Commerce Department before the transaction may proceed further.

## **5.7 Geographic Limitations and Relocation**

Service offerings and Support Programs may vary globally according to the laws and regulations of the country in which the service is sold. In addition, service options, including service levels, technical support hours, and response times vary by geography, and certain options may not be available for purchase at Customer's location. The obligation of NI to supply the services is subject to local service availability and may be subject to additional fees.

## **5.8 Miscellaneous**

This Agreement, including any Support Agreement, 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 Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement 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.

## **5.9 Changes to this Agreement**

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 ten (10) 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 reservation. However, all services purchased by the Customer before such changes take effect will be governed by the terms of the Agreement effective at the time of purchase.