

TEKTRONIX GENERAL TERMS AND CONDITIONS OF ORIGINAL EQUIPMENT MANUFACTURER SERVICE

The Tektronix General Terms and Conditions of Service set forth the rights, duties and obligations of Tektronix and the Customer with respect to standard services for Tektronix and Keithley products, Tek Care and Keithley Care services, the Tektronix Total Product Protection Plan, and the Gold Care Plan

1. DEFINITIONS

As used in these terms and conditions:

- a. **“Affiliate”** means any entity that directly or indirectly through one or more intermediaries Controls or is Controlled by such person or is under direct or indirect common Control with such person.
- b. **“Calibration”** means calibration verification or functional verification, as determined by Tektronix, during the period of service and includes Certification of Calibration Verification or Certification of Functional Verification. The interval of Calibration is determined by Tektronix based on the Tektronix recommended calibration cycle.
- c. **“Certification of Calibration Verification”** means a certificate attesting traceability to a national standards organization.
- d. **“Certification of Functional Verification”** means a non-traceable certificate of conformance.
- e. **“Control”** means, in respect of an entity, the ability to control, directly or indirectly, through ownership, by contract or otherwise, the composition of the board of directors or other governing body, the voting rights of the majority of voting securities, or the management of the affairs of that entity.
- f. **“Customer”** means the legal or natural person who has purchased Plan.
- g. **“Designated Service Center”** means a Tektronix site or such other location as Tektronix may designate.
- h. **“Equipment”** means the Customer equipment covered by the Service Agreement or Plan.
- i. **“Plan”** means either the Tektronix Total Protection Plan, the Gold Care Plan, or the Platinum Care Plan, as designated in the Service Agreement.
- j. **“Repair”** means remedial maintenance, including all parts and labor necessary to return the Equipment to the Specifications, subject to the exclusions (if any) identified in the Service Agreement or these Terms. Damage to sampling modules/heads caused by electro-static discharge or electrical over stress is not covered under repair coverage.
- k. **“Service Agreement”** means the Tektronix Service Agreement, quotation or acknowledgement applicable to the Equipment.
- l. **“Services”** means Repair and replacement services as described in the applicable Plan.
- m. **“Specifications”** means the Equipment performance specifications determined by Tektronix.
- n. **“Tektronix”** means Tektronix, Inc. or the Tektronix Affiliate that has contracted to provide the Plan.

2. TERM OF PLAN

The effective date and the term of the Agreement are shown on the quotation or acknowledgement, or in the applicable Plan terms and conditions. Except as otherwise provided below in Section 11 (Suspension of Service; Termination), the Agreement will expire at the end of the term unless both parties agree in writing to extend the Agreement or unless terminated early in accordance with these terms and conditions.

3. SERVICE AREA

Services will be managed within the United States. Some Services may be performed outside the United States except as prohibited by the Customer or applicable laws.

4. SERVICE TERMS

Tektronix will provide the Services in accordance with the applicable Service Agreement and these terms and conditions. These terms and conditions will govern Services to the extent these terms and conditions conflict with the Service Agreement. Tektronix will provide the Services at a Designated Service Center during normal business hours (excluding Tektronix holidays). Customer will bear the cost and risk of shipping all Equipment to the Designated Service Center. Tektronix will bear the cost and risk of the return shipment of Equipment to the Customer.

Customer will at all times allow Tektronix access to Equipment when Service is required. Customer will ensure that the Equipment user cooperates with Tektronix to the extent necessary to allow Service to be performed efficiently and without interruption. For on-site Service, Customer will allow Tektronix to use any Customer equipment or facilities that Tektronix reasonably deems necessary for the performance of the Service.

5. COVERAGE ELIGIBILITY

Except for Equipment within the initial warranty period or already covered by a separate Tektronix Agreement, Equipment is only eligible for coverage after the Equipment have been inspected and accepted by an authorized Tektronix service representative. Customer is responsible for identifying any performance deficiencies prior to or at the time of purchasing Service coverage. Any Equipment with performance deficiencies may be brought up to Specifications at then-current Tektronix per call rates upon Customer request. If newly covered Equipment is subsequently determined by Tektronix not to meet Specifications due to a pre-existing, unidentified deficiency, Customer must request that Tektronix bring the Equipment up to Specifications at then-current Tektronix per call rates or Tektronix will remove the Equipment from the Service Agreement with no further obligation for such Equipment. Customer will not transfer any Equipment covered by a Service Agreement to a different Customer site or other location without the prior written consent of Tektronix (such consent not to be unreasonably withheld).

6. SERVICE CHARGES

The “Service Charges” are the fees stated in the Service Agreement and will apply only to the Equipment specified in the Service Agreement. Service Charges will be increased to include Equipment added to a Service Agreement from time to time at the then-current rates. Where no Service Agreement applies, or if Service Charges are not specified in the Service Agreement, Tektronix will charge its standard fees. Service Charges are exclusive of taxes. Unless otherwise specified in the Service Agreement, Service Charges will be invoiced in advance. When the Services are sold through a Tektronix authorized reseller, the Service Charges are designated by and payable to the reseller.

7. PURCHASE ORDERS

Customer’s submission of a purchase order or acceptance of Service in response to or in anticipation of a Service Agreement will be deemed acceptance of these terms and conditions to the exclusion of any additional or different terms or conditions on Customer’s purchase order or other Customer documentation, even if such purchase order or documentation states otherwise.

8. TAXES

Any and all state, provincial and local sales, use, excise, privilege and similar taxes imposed on Tektronix or which Tektronix has a duty to collect in connection with the Services, supply, shipping or use of any Equipment will appear as separate items on the Tektronix invoice. If Customer is exempt from any such charges, it is Customer’s responsibility to provide Tektronix with evidence of such exemption at the time Customer requests Service.

9. INVOICES AND PAYMENT

Customer will pay all amounts invoiced by Tektronix within thirty (30) days after the date of the invoice in the same currency as Customer's purchase order (U.S. or Canadian dollar). Tektronix will not adjust Service Charges if Customer fails to utilize any Services under the Service Agreement.

10. REPLACEMENT PARTS, MODULES AND PRODUCTS

Parts, modules and replacement products used by Tektronix for Services may be new or reconditioned to like-new performance. Customer will not be entitled to reject Equipment on the basis of the inclusion of reconditioned materials. All parts, modules and products replaced by Tektronix will become the property of Tektronix.

11. SUSPENSION OF SERVICE; TERMINATION

Tektronix may suspend the Services or terminate the Service Agreement and any applicable Plan by written notice to Customer if Customer fails to pay any amount when due. Either party may terminate the Service Agreement and any applicable Plan if the other party breaches a material provision of these terms and conditions and such breach continues for a period of thirty (30) days after the breaching party's receipt of written notice from the other party describing the breach in reasonable detail.

12. INDEMNITY

- a. Tektronix agrees to indemnify, defend and hold harmless Customer, its Affiliates and their employees, officers, directors and agents from all third-party claims, demands, liabilities and expenses to the extent arising out of or resulting from (a) the negligent or wrongful acts or omissions of the Tektronix or its employees in the performance of the Services, including claims resulting from personal injury, death or property damage, caused by Tektronix or its employees while on Customer's premises, or (b) Tektronix' material breach of any of its obligations under this Agreement.
- b. Customer agrees to indemnify, defend and hold harmless Tektronix, its Affiliates and their employees, officers, directors and agents from all third-party claims, demands, liabilities and expenses to the extent arising out of or resulting from (a) the negligent or wrongful acts or omissions of Customer or its employees in connection with the Services, including claims resulting from personal injury, death or property damage caused by Customer or its employees while on Tektronix premises, or (b) Customer's material breach of any of its obligations under this Agreement.
- c. For purposes of this Section, references to third-party claims include claims by a party's employees.

13. WARRANTY

Tektronix warrants that the Services will be performed in a workmanlike manner and that all parts installed in the performance of Services will be free from defects in materials and workmanship for a period of three (3) months from the date of Service. If any Service or any new or reconditioned part installed in the course of Services proves defective within the three (3) month warranty period, Tektronix will correct the defective work and replace the defective part without charge for labor. Customer must notify Tektronix of the defect before the expiration of the three (3) month warranty period and make suitable arrangements for the re-performance of Service. Further details of the Tektronix standard service warranty are available at www.Tek.com or from Tektronix local service representatives.

THIS WARRANTY IS GIVEN BY TEKTRONIX WITH RESPECT TO ITS SERVICES IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. TEKTRONIX, ITS AFFILIATES AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THEIR EQUIVALENTS IN ANY JURISDICTION. TEKTRONIX' RESPONSIBILITY TO REPLACE DEFECTIVE PARTS AND CORRECT ITS WORK IS THE SOLE AND EXCLUSIVE REMEDY

PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY.

14. EXCLUSIONS

Tektronix will not be obliged under these terms and conditions to:

- a. service any Equipment that has been damaged, abused, overused or misused as defined by Tektronix and through no fault of Tektronix;
- b. service any Equipment that has received unauthorized modification, repair or service that impairs performance or impedes normal service;
- c. paint or refinish any Equipment for cosmetic purposes;
- d. provide any application software support or any service involving application hardware; or
- e. repair or replace any accessories, unless otherwise provided in the Service Agreement.

Such services may be provided by Tektronix at Customer's request and charged to Customer at the then-current rates for parts and per call service.

15. FORCE MAJEURE

Tektronix will not be liable or responsible to Customer, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Tektronix.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL TEKTRONIX, ITS REPRESENTATIVES, AFFILIATES OR VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, LOSS OF USE, LOST TIME, LOST DATA RESULTING FROM THE DAMAGE OR FAILURE OF A SERVICED PRODUCT OR FROM DELAYS IN SERVICING A PRODUCT, THE INABILITY TO RENDER SERVICE ON A PRODUCT OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, OR ANY OTHER REASON WHATSOEVER, EVEN IF SUCH DAMAGES WERE FORESEEABLE BY TEKTRONIX OR TEKTRONIX WAS ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. THIS LIMITATION ON DAMAGES WILL NOT APPLY TO ANY GROSSLY NEGLIGENT OR FRAUDULENT ACT OR OMISSION.

IN NO EVENT WILL TEKTRONIX' LIABILITY FOR ALL CLAIMS ARISING OUT OF THE PROVISION OF SERVICES UNDER THESE TERMS AND CONDITIONS EXCEED THE VALUE OF THE SERVICE CHARGES PAID BY CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE MONTHS.

17. NOTICES

All notices required or authorized by these terms and conditions will be given in writing and will be deemed effective upon receipt. Notices to Customer will be sent to the address shown in Customer's purchase order. Service notices to Tektronix must be sent to the office of Tektronix designated as responsible for the service. Legal notices to Tektronix must be sent to the Tektronix corporate headquarters (currently located in Beaverton, Oregon).

18. AMENDMENT

An amendment or waiver of any term of this Agreement will not be effective unless agreed in writing and signed by an authorized representative of each party. No distributor, reseller or channel partner can amend this Agreement, and any such attempts are null, void and without any effect. This Agreement will not be deemed modified or amended through any course of trade, course of performance or similar concept.

19. ASSIGNMENT; TRANSFER

Customer may not assign, transfer, subcontract or delegate its rights or obligations under these terms and conditions or the Service Agreement without the prior written consent of Tektronix. Any attempt by Customer to assign, subcontract or delegate any rights or obligations without written consent will be null and void and will grant Tektronix the right to terminate the Service Agreement and any applicable Plan.

20. WAIVER

The failure of either party to enforce at any time any provision of these terms and conditions will not be construed as a waiver of such provision or the right to subsequently enforce each and every provision. No waiver by either party, either express or implied, of any other breach of any of these terms and conditions will be construed as a waiver of any other breach of such term or condition.

21. GOVERNING LAW

The rights and obligations of the parties under the Service Agreement and any applicable Plan will be governed by and construed in accordance with the laws of the State of Oregon, USA, without application of the United Nations Convention on Contracts for the International Sale of Goods.

22. ORDERS UNDER U.S. GOVERNMENT CONTRACTS

If the Service Agreement is being placed pursuant to a U.S. government contract, whether by the U.S. government as the end user, a prime contractor or higher tiered subcontractor to the U.S. government, Customer acknowledges that this order is for commercial services only. Tektronix agrees to comply with each of the subcontractor flow down requirements cited in Federal Acquisition Regulation 52.244-6, Subcontracts for Commercial Items (Jan 2017), where the inclusion of the clause is mandated by FAR 52.244-6(c)(1) and to the extent the applicable thresholds are met by the Service Agreement.

23. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. SURVIVAL

The provisions of this Agreement that by their nature continue, including, but not limited to warranty and limitation of liability, will survive any expiration, cancelation or termination of this Agreement.

25. HEADINGS

The headings in these terms and conditions are for reference only and do not define, modify, expand or limit any of the terms or provisions.

26. ORDER OF PRECEDENCE

In the event of a conflict between this Agreement and the standard Tektronix warranty for the Equipment, the more favorable repair benefit to the Customer will prevail.

27. ENTIRE AGREEMENT

These terms and conditions, any Plan terms and conditions when applicable, the Service Agreement, and any Tektronix quotation or acknowledgement (collectively, "Agreement") comprise the entire agreement between the parties with regard to the Services. Customer has not relied on any statement or representation of Tektronix or any person on behalf of Tektronix other than the representations, warranties and agreements expressly contained in this Agreement. All negotiations and prior agreements relating to the Agreement, and any terms or conditions included within Customer's purchase orders, are superseded by this Agreement.

TEKTRONIX TOTAL PRODUCT PROTECTION PLAN TERMS AND CONDITIONS

The Tektronix Total Protection Plan Terms and Conditions (“Terms”) are inclusive of the Tektronix General Terms and Conditions of Service. The Terms set forth the rights, duties and obligations of Tektronix and the Customer with respect to the Tektronix Total Protection Plan. If any Terms are conflicting between the Tektronix Total Protection Plan Terms and Conditions and the Tektronix General Terms and Conditions of Service, the Tektronix Total Protection Plan Terms and Conditions will take precedence.

THIS IS NOT A CONTRACT OF INSURANCE

1. How to Obtain Service. To obtain Service:

- a. Customer may visit www.tek.com/repair and click “Submit Request” to pre-book a Service request or contact the nearest Designated Service Center.
- b. If Customer is located in the USA, Customer can also call Tektronix at 1-800-833-9200 and press “2”. A representative will arrange for Service and provide a Return Material Authorization (“RMA”), along with other directions for shipping the Equipment.
- c. Customer is responsible for all aspects of shipping the Equipment to Tektronix. Tektronix is not responsible for any costs, loss or damage occurring during shipping.

2. Service Overview.

- a. Upon receipt of a covered Equipment, Tektronix will attempt to replicate the fault to assess Repair. At the sole and absolute discretion of Tektronix, the Equipment will be Repaired or replaced using authorized Tektronix parts and in accordance with Specifications. This Plan covers labor and Repair or replacement of parts.
- b. If the Repair of Equipment is not economically or commercially feasible or Equipment is no longer in production, Tektronix may decide, in its sole and absolute discretion, to replace Customer’s Equipment with another of like Specifications.
- c. At Customer’s option, repairs determined to be outside the scope of this Plan will be separately quoted, or the Equipment(s) will be returned to Customer, at Customer’s cost.

3. Term.

- a. Initial coverage under this Plan will be calculated from Customer’s original purchase date of the applicable Equipment(s).

4. What is Covered. This Plan covers the following Services for Equipment included in the Plan:

- a. Expedited return shipping to the Customer.
- b. Case management by a single point of contact for status inquiries, resolution tracking and issue escalation.
- c. Repair or replacement, as determined by Tektronix in its sole and absolute discretion, caused by reasonable wear, tear or damage associated with the Equipment’s expected and intended use, including damage or failure to connectors, screens, knobs, keypads, adaptors, buttons and plastics (other than cosmetic or paint blemishes), as well as damage caused by mechanical shock such as accidentally dropping Equipment.
- d. Replacement of damaged styluses, battery door covers, screen protectors, hand straps or clips included with the Equipment.
- e. Damage caused by electrostatic discharge (“ESD”) or electrical over stress (“EOS”) not to exceed 3 repairs per Equipment per year.

- f. Preventative maintenance. Note: Preventative maintenance does not include Calibration unless a Calibration is a necessary part of a Repair covered by this Plan.
- g. Repaired Equipment will have a functional test performed before being cleaned, packaged and returned to the Customer.

5. What is Not Covered.

- a. Any Equipment with a serial number that has been altered, missing or is otherwise unverifiable.
- b. Any Equipment outside the country it was originally purchased in, except as expressly authorized in writing by Tektronix. The European Union will be regarded as one country for this purpose.
- c. Damage caused by fire, theft, flood, chronic abuse, vandalism, chronic negligence, acts of God, acts of terrorism or war, civil unrest, earthquake, explosion or other damage that is customarily addressed under an insurance policy.
- d. Damage from causes that are inconsistent with the Equipment’s design or intended use.
- e. Damage caused by repairs made by anyone other than Tektronix or its authorized service providers.
- f. Repair and replacement after expiration of this Plan.
- g. Software reinstallation, unless the Repair requires a factory reset or software install to the latest factory version, and this is not excluded within the terms of this Plan.
- h. Probes, kits, or standard accessories that may accompany the instrument.
- i. Components, parts or accessories that can no longer be acquired on a commercially-reasonable basis, as determined by Tektronix.
- j. Calibrations, unless required as part of a covered Repair.
- k. Damage caused by any type of shipping activity.
- l. Damage caused by environmental or other factors beyond the Equipment’s Specifications, including, but not limited to, improper storage, moisture, wind, dust, shock, pressure, reconfigurations not authorized by Tektronix, temperature or over-voltage ratings.
- m. Any damage or failure not reported to Tektronix prior to the expiration of this Plan.
- n. Loss of use of the Equipment caused by any delay in rendering Service, or any damages related to any loss of use of the Equipment.

6. Cancellation & Refund. THIS PLAN CANNOT BE CANCELED BY CUSTOMER. ALL AMOUNTS PAID ARE NONREFUNDABLE.

Tektronix reserves the right to cancel this Plan at any time and without prior written notice for the following reasons:

- i. Fraud or negligent misrepresentation by Customer;
- ii. Customer’s chronic negligence or abuse of a covered Equipment; or
- iii. Repairs made to the Equipment by anyone other than Tektronix or one of its authorized service providers.

7. Renewal. Neither party is obligated to renew this Plan. Prices, terms, conditions and limitations may change upon renewal. Customer agrees that Customer may be called or otherwise contacted regarding renewal.

8. Customer Promises and Assurances. Customer is responsible for the following:

- a. All calibrations, repairs or services not covered by this Plan.
- b. Providing technical descriptions of any failures to aid in diagnostics and troubleshooting.

- c. Providing timely responses to any reasonable requests from Tektronix related to this Plan.
- d. Implementing and following processes and safeguards necessary to store, preserve, restore and protect Customer's data.

Tektronix is under no obligation to backup or restore any Customer data, and will not be liable for any degradation, loss or corruption of any data.

TEKTRONIX GOLD CARE PLAN TERMS AND CONDITIONS

The Tektronix Gold Care Plan Terms and Conditions (“Terms”) are inclusive of the Tektronix General Terms and Conditions. The Terms set forth the rights, duties and obligations of Tektronix and the Customer with respect to the Tektronix Gold Care Plan. If any Terms are conflicting between the Tektronix Gold Care Plan and the Tektronix General Terms and Conditions, the Tektronix Gold Care Plan Terms and Conditions will take precedence.

Plan descriptions and datasheets are available on the Tektronix website at <https://www.tek.com/choose-service-plan>.

GOLD CARE PLAN

DEFINITIONS

“**Loaned Equipment**” means products loaned to Customer for use while the Customer’s Equipment are undergoing Repair and maintenance under the Plan.

“**Loaner**” means products used as Loaned Equipment.

“**Loan Period**” means the date Customer receives the Loaned Equipment from Tektronix until receipt of the repaired Equipment from Tektronix.

1. **Customer Use and Return of Loaned Equipment.**
 - a. Customer may use Loaned Equipment only at the location(s) specified in the Service Agreement.
 - b. Customer must return Loaned Equipment at the end of the Loan Period, or earlier upon request from Tektronix, to the address specified by Tektronix.
 - c. All Loaned Equipment must be returned in the same condition as received by Customer, less ordinary wear and tear.
 - d. If Customer fails to return any Loaned Equipment within 5 business days after the end of the Loan Period or when Tektronix requests an earlier return, Tektronix may charge Customer current market rental for each day the Loaned Equipment are late.
 - e. If Customer fails to return the Loaned Equipment within twenty one (21) calendar days after the end of the Loan Period or when Tektronix requests an earlier return, Customer will pay to Tektronix the full current manufacturer’s suggested retail price for the applicable Loaned Equipment, or the comparable price for similar equipment if the Equipment is no longer on the market. Tektronix will invoice Customer for such amounts and Customer will pay the full balance to Tektronix within thirty (30) days after the invoice date.
2. **Availability.** Loaners are subject to availability. If a Loaner is not available when requested, Tektronix will make reasonable efforts to obtain and provide a Loaned Equipment to Customer. The Loaned Equipment may not be the same model number and configuration as the covered Equipment.
3. **Software License.** Customer may:
 - a. Use the software on a Loaned Equipment with which it was shipped or, if loaned separately, with any other Tektronix-supplied equipment owned or controlled by Customer, consistent with any licenses that may be included with software packaging delivered to Customer; and
 - b. Make a single copy of the software for backup purposes during the Loan Period, provided that such copy includes a reproduction of any copyright notice appearing in or on the copy furnished by Tektronix, and provided further such copy is destroyed when the Loan Period expires.
4. **Prohibitions.** Customer may not:
 - a. Modify or alter the software in any manner;
 - b. Transfer the software to other equipment without the prior written consent of Tektronix;
 - c. Reverse compile or disassemble the software for any purpose;
 - d. Retain the original or backup copy beyond the Loan Period; or
 - e. Copy the documentation accompanying the software.
5. **Title.** All right, title and interest in and to the Loaned Equipment will remain with Tektronix or third parties from whom Tektronix has obtained such rights. Customer will not cause or permit any lien or encumbrance to be placed on the Loaned Equipment, nor will Customer cause or permit any modifications to the Loaned Equipment.
6. **Warranty and Disclaimer.** THE LOANED PRODUCTS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TEKTRONIX AND ITS VENDORS DISCLAIM SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER TEKTRONIX IS MADE AWARE OF THE INTENDED PURPOSE.
7. **ESD and EOS Damage Coverage.**
 - a. Loaned Equipment will not be provided for Customer’s Equipment failures caused by ESD and EOS in excess of 3 events per year.
 - b. Repairs for failures caused by ESD and EOS in excess of 3 events per year will be charged at the then-current standard repair price minus applicable discounts.
8. **Service Maintenance.** Tektronix will service and maintain Loaned Equipment at no cost to Customer except costs attributable to Customer’s negligence or abuse. Customer will permit Tektronix reasonable access to the Loaned Equipment for the purpose of providing such service and maintenance and will notify the nearest Tektronix field office whenever such service or maintenance is necessary.
9. **Export Restrictions:** The Loaned Equipment may be subject to export licensing and other restrictions under U.S. law and regulations and may not be removed from the location(s) specified in the Service Agreement unless Customer first obtains the written consent of Tektronix and any necessary governmental export license, authorization or approval.
10. **Risk of Loss and Damage**

Customer will bear the risk of loss and damage to the Loaned Equipment during the Loan Period and return shipment.
11. **Termination**

Customer's obligations under the Plan with respect to Loaned Equipment will survive any termination of the Loan Period for any reason whatsoever.