

是德销售条款

是德科技（中国）有限公司、是德科技（中国）有限公司上海分公司、是德科技（中国）有限公司成都分公司、是德科技（中国）有限公司深圳分公司、是德科技（中国）有限公司广州分公司与是德科技（中国）有限公司沈阳分公司（单独称为“是德”或统称为“是德”），进行销售的“是德”法律主体记载于所附之报价单或销售订单确认书，将依照下述销售条款（以下简称“条款”）进行产品、服务、专业服务的销售，以及软件的许可使用。“产品”是指依照条款销售的是德标准硬件或者许可使用的是德标准软件。“软件”是指一个或多个计算机程序以及相关的技术文件。“服务”是指对产品或软件更新和维护等提供的标准支持服务。“专业服务”是指咨询服务或培训。“技术规范”是指由是德发布的、在是德履行定单之日现行有效的产品技术信息。

是德的任何服务或专业服务的报价书或类似定单（“报价书”）、本销售条款、任何工作说明书（“SOW”）或可交付成果的说明、产品或软件随附的任何和所有是德最终用户许可协议（“EULA”）以及是德的保证条款在本销售条款中统称为“条款”。

1. 销售与交付

- a) 所有定单需经是德接受后方有效。是德接受客户的定单即代表明确接受本销售条款的限制并以本销售条款为前提条件。如果来自客户的任何通信或采购定单中的任何条款或条件是本销售条款的补充或者与本销售条款中包含的条款或条件不同，则是德反对并拒绝接受这些条款或条件。履行客户定单以及向客户开具发票不构成接受任何客户的条款和条件或用于修改本销售条款。定单适用的商业条款见报价书上的规定，或者按是德所同意的《国际贸易术语解释通则》（2010年）中的条款。
- b) 价格中不含应由客户缴纳的任何适用销售税、增值税或其它类似税项。各方应承担根据适用法律规定应由该方承担的税收和税项，如在销售条款或定单存续期间，相关税收政策或税率发生变化，应依照最新的税收政策及税率执行。
- c) 价格包括运费和装卸费，但报价书中另有规定的除外。一旦交货，硬件产品的所有权将即时转移给客户。
- d) 除非报价单另有约定外，产品发运前，客户可随时取消订单而无须承担任何费用。退货需经是德批退货，客户承担适用的费用。所有交货日期均为近似日期，而非保证日期，而且是德不承担任何延迟交货责任。是德保留分批发运的权利。
- e) 对于购买价中不含安装费的产品，一旦交货即视同验收完毕。对于购买价中含安装费的产品，在产品完成是德的安装、测试程序后，即告验收完毕。如果客户计划在交货三十（30）日后安装，或将安装日期推迟到交货三十（30）日后，在交货后第三十一（31）日将视同产品验收完毕。
- f) 支付条款见报价书或确认书；根据客户的财务状况或以往支付表现，可修改支付条款。一旦客户未能按时支付，或者违反是德的支付或任何其它条款，并且收到书面通知十（10）日内未作纠正，是德可以停止履约或暂停客户的许可。
- g) 客户应承担与收回逾期金额和/或是德执行本销售条款有关的所有费用，包括律师费。如果拖欠是德的任何付款到期未支付，将按每月百分之一（1%）（或适用

法律允许的最大利率，如果拖欠较少的话）的利率从到期日起计算利息，直至付清为止。

- h) 客户同意，除非在SOW中另有明文规定，否则客户将向是德报销是德发生的与任何专业服务有关的所有合理的自付差旅、住宿和其他相关费用。

2. 许可使用

- a) 除测试脚本和相关技术文件（统称为“测试脚本”）外，所有软件均根据该软件附带的适用 EULA 许可给客户。每份 EULA 的副本可在 www.keysight.com/view/eula 上获得，作为软件所带的技术文件或根据要求提供。如果软件技术文件不包含许可条款，则是德向客户授予全球范围内的、非排他性的、不可转让的、可撤销（如果未支付任何适用许可费）的有限许可，为其内部目的在一台机器或仪器上使用软件的一个备份，或如果适用，是德向客户授予在报价书中另行规定的许可。软件可能包含具有单独许可条款的第三方软件，这些许可条款可能适用并优先于超出此处授予许可的客户使用范围。
- b) 通过电子方式交付软件时，如果发生以下情况，则应视为已发生软件交付：（i）是德通知客户并向客户提供可从中下载软件的网站访问权；以及（ii）是德向客户提供下载、安装和/或激活软件所需的任何和所有许可密钥。当由是德安装软件时，交付和验收将按照第 1（e）款进行。
- c) 除非得到是德书面授权或法律允许，客户不得对软件进行逆设计、反编译或反汇编，不得修改或翻译软件，也不得将软件复制到任何公共网络或分布式网络上。
- d) 尽管本销售条款中有任何相反规定，但所有软件、服务和专业服务可交付成果均为许可而非出售，并且与这些产品相关的术语如“销售”和“购买”的使用应理解为对这些产品进行许可。
- e) 对于测试脚本以及不构成软件的所有服务和专业服务可交付成果，是德向客户授予一项有限的、非排他性

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的、不可转让的、永久性的全球许可，仅为客户的内部业务目的复制和使用此类产品。

- f) 至于是德与客户之间，是德是并且将继续是任何产品、服务和专业服务或与任何产品、服务和专业服务相关的所有知识产权的独家所有者。

3. 保证条款

- a) 产品保证条款与产品一同提供，或者见产品报价书，也可以索取或自网站 www.keysight.com.cn/go/warranty_terms 上下载。每件产品均提供全球范围内的保证，其中包括对购买地所在国规定的标准保证条款。

- b) 是德保证：是德的硬件产品在材料、工艺方面不存在缺陷，同时产品符合技术规范的要求。是德还保证：是德自有的标准软件符合技术规范。

- c) 如果是德在质保期内收到关于缺陷或不合格的通知，是德可自主决定修理或更换相关产品。客户将承担相关产品退还是德的运费。是德承担经修理或经更换产品的运费。除非另有双方书面协议，根据本条款及法律允许最大限度内进行产品返回前，客户应全权负责准备妥当海关相关文件，并根据适用的法律法规完成海关手续。

- d) 本条款中所做出的保证为全部保证内容，除此之外再没有任何其它明示的或暗示的、口头或书面的保证。是德特此否认就产品的适销性、特定目的适合性或非侵权性作过任何暗示保证。

4. 知识产品索赔

- a) 如果客户被诉知识产权侵权，是德将进行抗辩或寻求解决，但客户应以书面形式及时通知是德，并安排或协助抗辩/解决。

- b) 在对 4(a)项中所述侵权索赔进行抗辩/解决期间，是德将支付侵权索赔抗辩费用、解决金额以及法院判决的损害赔偿额。如果可能发生此类索赔，是德可自主决定修改/更换产品，或者购买任何必要的许可使用权。如果是德断定无法采取上述任何替代方案，是德将在收到客户退货后及时返还购货款项。

对于由下述情形引起的侵权索赔，是德不承担任何责任：是德遵照或使用了客户的设计、技术规范、指南或技术信息；客户或第三方对产品作了改动；产品使用超出了技术规范或相关应用说明所规定的范围；或者使用的产品中带有非是德供应的产品项。

5. 责任和补偿的限制条款

- a) 无论在何种情况下，是德、其分包商或供应商均不对特别的、偶然的、间接的或附带的损害（包括停工成本、数据丢失、恢复费用或利润损失）承担责任，不管此类索赔的依据是什么（合同、侵权行为、保证，或其它任何法律理论），也不管是否就此类损害发生的可能性作过提醒。在不限制前述规定的

前提下，在适用法律允许的最大范围内，与客户购买 Ixia 品牌产品、服务或专业服务有关的是德最大累计责任不超过 (i) 客户为定单支付的金额和 (ii) 100,000 美元。本条责任限制适用于本销售条款所定的任何补偿，即使其责任限制未能符合双方交易的主要目的。

- b) 5(a)项下规定的限制条款不适用于第 4 条下的侵权索赔，也不适用于人身伤害、死亡赔偿。

- c) 本销售条款中规定的补偿构成客户唯一的、全部的补偿。

6. 杂项规定

- a) 是德将依照其保密声明（见网站 www.keysight.com/go/privacy）存储、使用客户的个人数据。是德不会售卖、租出或租用客户的个人数据。

- b) 服务条款发布在网站 www.keysight.com.cn/go/service_terms 上；此外，也可以索取。有时，列示在报价书上。

- c) 双方同意遵守适用的法律法规。一旦客户触犯适用的法律法规，是德可中止履约。

- d) 客户明示同意负责从所有适当的政府部门取得在产品、技术或技术资料出口，再出口或转移之前的任何及所有必要的出口授权，并且遵守任何有关此类转让或交易所有适用法律法规。客户不得出售或转让产品、技术或技术资料予任何由美国政府指定或限制的主体，或是包含在任何美国政府持有的人员名单限制，包括但不限于(i) 特别指定国家(Specially Designated Nationals)及禁止销售对象名单(Blocked Persons List)中所列的公司或个人，(ii) 外国制裁逃税者名单(Foreign Sanctions Evaders List)，(iii) 部门制裁指定名单(Sectoral Sanctions Identification List)，(iv) 实体名单(Entity List)，(v) 拒绝销售的当事人名单(Denied Persons List)，(vi) 未经核实的名单(Unverified List)（统称为“美国限制列表”）。有关这些和其他适用名单的进一步信息可从以下网址获得：www.treasury.gov 或 www.bis.doc.gov。如果客户不遵从本款的规定，是德可全权决定，暂停履行或取消全部或部分的订单，并且，如果这些活动涉及以任何方式，任何美国限制列表的实体，是德可全权决定拒绝执行任何的产品售后服务（包括但不限于在保修期内的任何维修或更换）。是德可自行决定要求客户在是德向客户交付任何产品或物品之前提供最终用户证书和/或出口许可证。

- e) 在任何超出一方合理控制且非一方过失或疏忽的情况下，包括但不限于天灾（如火灾，水灾，风灾，地震，飓风或其他自然灾害）、公敌行为（如内战，叛乱，革命或恐怖主义活动）、政府因主权或缔约能力制定的法规、法案或限制、流行病、检疫限制、罢工、停工、中断或公共设施失序、共同运货人的作为或不作，任何一方将免于履行其在本销售条款项下的义务并不承担责任。

- f) 美国政府使用、发布或披露产品时，应遵守

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DFARS227.7202-3 (《商用计算机软件的权利》)、
DFARS252.227-7015 (《商用品的技术数据》), 以
及 FAR52.227-19 (《商用计算机软件的保留权利》)
等的规定。

- g) 同销售条款相关的争议应受中华人民共和国的法律管辖。各方之争议无法协商解决时, 任何一方得向中国国际经济贸易仲裁委员会提出仲裁, 仲裁地: 北京。仲裁将依据当时有效的中国国际经济贸易仲裁委员会仲裁规例进行, 而该裁决为最终裁决对双方均有约束力。
- h) 一旦销售条款中的某一项或其中的某一部分被认定为非法或无法执行, 其它内容仍将保持充分的效力。
- i) 《联合国国际货物销售合同公约》不适用于本销售条款。
- j) 产品仅用于专业和工业用途, 不适合消费使用或家庭使用, 并且客户声明并保证不会为此类用途购买产品。消费使用或家庭使用或在产品规范之外使用, 将使销售条款第 2 (a)、(b) 和 (e)、4 (a) 和 (b) 和 5 (b) 款无效并使第3 款中列出或纳入的保证条款作废。产品并非专门设计、生产用于, 也并未计划作为部件、构件或组件销售给核设施的规划、施工、维护或运营部门。对于由于此类使用而带来的任何损害, 是德概不承担责任。
- k) 本销售条款及所有适用的补充条款构成是德与客户双方就交易达成的全部协议内容, 并取代双方之前的所有沟通、陈述或协议 (不论是口头的, 还是书面的)。
- l) 一旦是德或其所准许的后续受让人/转让人发生合并、重组、转让、资产/生产线出售、分拆、控制权或所有权交易/变动, 是德可以转让其在本销售条款下享有/承担的权利/义务。未经是德事先书面同意, 客户不得转让或让与这些条款。
- m) 是德提供的与任何路线图演示文稿有关的所有信息仅供参考, 对是德不具有约束力, 不构成本销售条款的一部分; 此类信息反映了是德目前的计划, 并且是德可随时更改, 恕不另行通知。

KEYSIGHT TERMS OF SALE

These Terms of Sale ("Terms") govern the sale of Products, Service, Professional Services and the license of Software by Keysight Technologies (China) Co., Ltd, Keysight Technologies (China) Co., Ltd. Shanghai Branch, Keysight Technologies (China) Co., Ltd. Chengdu Branch, Keysight Technologies (China) Co., Ltd. Shenzhen Branch, Keysight Technologies (China) Co., Ltd. Guangzhou Branch and Keysight Technologies (China) Co., Ltd. Shenyang Branch (referred to individually or collectively as "Keysight") and, where designated, means the Keysight legal entity or branch which is stated in the attached quotation or order acknowledgment documentation. "Product" means any standard hardware sold or standard Software licensed under these Terms. "Software" means one or more computer programs and related documentation. "Service" means any standard support service to support Products, or Software updates and maintenance. "Professional Services" means consulting services or training. "Specifications" means technical information about Products published by Keysight and in effect on the date Keysight ships the order.

The quote or similar order form ("Quote"), these Terms, any Statement of Work or description of deliverables ("SOW") from Keysight for any Service or Professional Services, any and all Keysight end user license agreements ("EULA") accompanying Products or Software, and Keysight's warranty are collectively referred to herein as the "Terms."

1. SALE AND DELIVERY

- a) All orders are subject to acceptance by Keysight. Keysight's acceptance of Customer's order is expressly limited to, and conditioned on, these Terms. Keysight objects to and rejects any terms or conditions in any communication or purchase order from Customer that are in addition to or different from those contained in these Terms. The fulfillment of Customer's order and the invoicing of Customer will not constitute acceptance of any of Customer's terms and conditions or serve to modify these Terms. Orders are governed by the applicable trade term specified on the Quote or agreed to by Keysight as defined in Incoterms 2010.
- b) Prices exclude any applicable sales, value added or similar tax payable by Customer. Each party shall bear and be responsible for any and all tax which shall be borne by such party according to the applicable law and regulations under these Terms and subject to any change or update to the applicable laws and regulations.
- c) Unless otherwise indicated on the Quote, prices include shipping and handling charges. Title to hardware Products will pass to Customer upon delivery.
- d) Unless otherwise indicated on the Quote, Customer may cancel orders prior to shipment at no charge. Product returns are subject to Keysight approval and applicable charges. All delivery dates are approximate and not guaranteed, and Keysight will have no liability for late delivery. Keysight reserves the right to make partial shipments.
- e) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Keysight's installation and test procedures. If Customer schedules or delays installation by Keysight more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31st) day after delivery.
- f) Payment terms are stated in the Quote or acknowledgment documentation, and are subject to change if Customer's financial condition or payment record merits such change. Keysight may discontinue performance or suspend Customer's license if Customer fails to pay any sum due, or fails to perform under this or any other Keysight agreement if, after ten (10) days written notice, the failure has not been cured.
- g) Customer will be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts and/or Keysight's enforcement of these Terms. If any payment owed to Keysight is not paid when due, it will bear interest from the due date until paid at a rate of one percent (1%) per month (or the maximum rate permitted by applicable law, if less).
- h) Customer agrees that, except as otherwise expressly stated in an SOW, Customer will reimburse Keysight for all reasonable out-of-pocket travel, lodging, and other related expenses incurred by Keysight in connection with any Professional Services.

2. LICENSES

- a) With the exception of test scripts and related documentation (collectively, "Test Scripts"), all Software is licensed to Customer pursuant to the applicable EULA included with that Software. Copies of each EULA are available at <https://www.keysight.com/view/eula>, as documentation provided with the Software, or upon request. If the Software documentation does not include license terms, Keysight grants Customer a worldwide, non-exclusive, non-transferable, revocable (if any applicable royalties are not paid), limited license to use one copy of the Software on one machine or instrument for internal purposes or, if applicable, Keysight grants Customer the license as otherwise stated on the Quote. Software may contain third party software with separate license terms that may apply and take precedence to the extent Customer's use exceeds the license granted herein.

KEYSIGHT TERMS OF SALE

- b) When Software is delivered electronically, such delivery will be deemed to have occurred when (i) Keysight has notified Customer of, and has given Customer access to, a website from where the Software can be downloaded, and (ii) Keysight has given Customer any and all license key(s) needed to download, install, and/or activate the Software. When Software is installed by Keysight, delivery and acceptance will be in accordance with Section 1(e).
- c) Except as authorized by Keysight in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.
- d) Notwithstanding anything to the contrary in these Terms, all Software, Service and Professional Services deliverables are licensed and not sold, and the use of terms such as "sale" and "purchase" in connection with those items will be understood as a reference to licensing of those items.
- e) For Test Scripts and for all Service and Professional Services deliverables that do not constitute Software, Keysight grants to Customer a limited, non-exclusive, non-transferable, perpetual, worldwide license to copy and use such items only for Customer's internal business purposes.
- f) As between Keysight and Customer, Keysight is and shall remain the exclusive owner of all intellectual property rights in or related to any of the Products, Service and Professional Services.

3. WARRANTY

- a) Product warranty terms are provided with the Product, on Quotes, upon request or at http://www.keysight.com.cn/go/warranty_termsenglish. Each Product receives a global warranty which includes the standard warranty for the country of purchase.
- b) Keysight warrants the Keysight hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Keysight warrants that Keysight owned standard Software substantially conforms to Specifications.
- c) If Keysight receives notice of a defect or non-conformance during the warranty period, Keysight will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Keysight. Keysight will pay expenses for shipment of the repaired or replacement Product. Unless otherwise agreed by the parties in writing, Customer shall be solely responsible for customs documentation to be properly prepared and customs procedures to be completely fulfilled in accordance with the applicable legislation before proceeding with Product returns to the extent they are allowed and specified in these Terms.
- d) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. KEYSIGHT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. INTELLECTUAL PROPERTY CLAIMS

- a) Keysight will defend or settle any claim against Customer that a Product infringes an intellectual property right, provided Customer promptly notifies Keysight in writing and provides control of the defense or settlement, and assistance, to Keysight.
- b) In defending or settling an infringement claim under Section 4(a), Keysight will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Keysight may, at its option, modify or replace the Product or procure any necessary license. If Keysight determines that none of these alternatives is reasonably available, Keysight will refund Customer's purchase price upon return of the Product.
- c) Keysight has no obligation for any claim of infringement arising from: Keysight's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Keysight.

5. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will Keysight, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. Without limiting the foregoing, to the maximum extent permitted by applicable law, Keysight's maximum aggregate liability in connection with Customer's purchase of Ixia branded Products, Service or Professional Services will not exceed the greater of (i) the amount paid by Customer for the order and (ii) \$100,000. This exclusion shall apply even if any remedy set forth in these Terms fails its essential purpose.
- b) The limitations set forth in Section 5(a) above will not apply to infringement claims under Section 4, or to damages for bodily injury or death.
- c) The remedies in these Terms are Customer's sole and exclusive remedies.

6. GENERAL

- a) Keysight will store and use Customer's personal data in accordance with Keysight's Privacy Statement, available at www.keysight.com/go/privacy. Keysight will not sell, rent or lease Customer's personal data to others.
- b) Terms for Service are available at http://www.keysight.com.cn/go/service_termsenglish, upon request, or as otherwise indicated on the Quote.
- c) The parties agree to comply with applicable laws and regulations. Keysight may suspend performance if Customer is in violation of applicable laws or regulations.

KEYSIGHT TERMS OF SALE

- d) Customer expressly agrees that it assumes full responsibility for obtaining any and all required export authorizations from all applicable government authorities prior to exporting, re-exporting or transferring Products, technology or technical data and for complying with all applicable laws and regulations relating to any such transfer or transaction. Customer shall not sell or transfer Products, technology or technical data to any entity designated or identified by the U.S. Government as a restricted person or included on any U.S. Government-maintained restricted person list, including, but not limited to, (i) the Specially Designated Nationals and Blocked Persons List, (ii) the Foreign Sanctions Evaders List, (iii) the Sectoral Sanctions Identification List, (iv) the Entity List, (v) the Denied Persons List, and (vi) the Unverified List (collectively, "US Restricted Lists"). Further information on these and other applicable lists can be found at www.treasury.gov or www.bis.doc.gov. Keysight may, in its sole discretion, suspend performance or cancel all or part of the order if Customer is designated on US Restricted Lists or does not comply with the provisions of this section and may, in its sole discretion, refuse to perform any post-sale services with respect to the Product (including, but not limited to, any repair or replacement under warranty) if such activities would involve in any way, an entity on any US Restricted Lists. Keysight may, in its sole discretion, require Customer to provide an end user certificate and/or an export license prior to Keysight's delivery of any Product or item to Customer.
- e) A party is excused from and not liable for performance of its obligations under these Terms for any occurrence beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God (such as fires, floods, storms, earthquakes, hurricanes or other natural disasters), acts of the public enemy (such as civil war, rebellion, revolution or terrorist activities), regulations, acts or restraints of a government in either its sovereign or contractual capacity, epidemics, quarantine restrictions, strikes, lockouts, interruption or failure of utilities, or acts or omissions of common carriers.
- f) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).
- g) Disputes arising in connection with these Terms will be governed by the laws of the People's Republic of China. Any dispute not settled through negotiation or conciliation, shall be submitted to China International Economic and Trade Arbitration Commission in Beijing for arbitration. The arbitration shall be conducted under The Commission's arbitration rules in effect at the time being of applying for arbitration. The award of the Commission is final and binding upon both parties.
- h) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- i) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- j) Products are intended for professional and industrial use only, and are not suitable for consumer or household use. Consumer or household use, or use outside of the Specification for the Product, will nullify Sections 2(a), (b) and (e), 4(a) and (b) and 5(b) of these Terms and void the warranty terms set out, or incorporated in, Section 3. Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Keysight shall not be liable for any damages resulting from such use.
- k) These Terms and any supplemental terms applicable to the order constitute the entire agreement between Keysight and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder.
- l) Keysight may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of Keysight, or its permitted successive assignees or transferees. Customer may not transfer or assign these Terms without Keysight's prior written consent.
- m) All information provided by Keysight in connection with any roadmap presentation is for informational purposes only, is not binding upon Keysight, and does not constitute part of these Terms; such information reflects Keysight's present plans and is subject to change by Keysight at any time and without notice.