

## Training Terms and Conditions

These Training Terms and Conditions (these "**Terms**") are the only terms which govern training, education, or skills courses (collectively, "Services") by Mitutoyo America Corporation ("Provider") to the customer of Provider as listed on the purchase or sales order regardless of form ("Customer"). Provider will only provide the Services to Customer subject to these Terms ("**Customer**" and together with Provider, the "**Parties**", and each a "**Party**").

1. Services. Provider shall provide to Customer the services (the "**Services**") at the prices set out on Provider website [www.mitutoyo.com](http://www.mitutoyo.com) (the "Website"), unless otherwise agreed in a quotation sent by Provider to Customer. The quotation will include the description of Services, the fees for said service and other terms specific to Customer ("Training Transaction Terms"), these Terms and terms and conditions of the quotation. For avoidance of doubt, the term Training Transaction Terms does not include any general terms or conditions of any Customer purchase order, and any attempt by Customer to vary these Terms are void and have no effect. In the event there is a conflict between the terms and conditions on the quotation and these Terms, these Terms control.

2. Fees. In consideration of the provision of the Services by the Provider and the rights granted to Customer under these Terms, Customer shall pay the fees set out in Provider's then current fee schedule. Payment to Provider of such fees will be payable upon registration, if the Services is online, and if the Services is in-person, payment must be received at least one week prior to the scheduled date of Services. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets. Further, fees do not include shipping, handling, labor, or travel-related expenses incurred by Provider, including, without limitation, travel, lodging, and meal expenses, but only to the extent necessary to provide the Services (collectively, "Reimbursed Expenses"). Provider shall separately bill Customer and Customer shall pay for any Reimbursed Expenses not included in Provider's invoice; provided, Provider shall provide Customer with an estimate for Reimbursed Expenses prior to providing the Services. All late payments shall bear interest at the lesser of (a) the rate of one and one-half percent (1.5%) per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under these Terms or at law (which Provider does not waive by the exercise of any rights hereunder), Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed fees when due hereunder.

3. Refund Policy of In-person Services. If Provider is providing Services in-person and the Customer is not able to attend the in-person Services for which Customer is registered, Customer is permitted to transfer said registration to another Customer representative, or, if with at least one week of notice prior to the scheduled date for said in-person Services, Customer is eligible for a credit towards a future Services. In-person Services are subject to cancellation, and if canceled, Provider, in its sole discretion, will either fully refund the in-person Services fee or provide Customer with a credit towards a future Services. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Services cancellation.

4. Limited Warranty. Provider warrants that it shall perform the Services in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Provider does not warrant that the provision of any online content will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions. Provider provides the Services "as-is". EXCEPT

AS EXPRESSLY SET FORTH IN THESE TERMS, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING, THE SERVICES OR THESE TERMS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL CONDITIONS AND WARRANTIES, INCLUDING ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON –INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

5. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under these Terms or prepared by or on behalf of the Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer materials shall be owned by Provider. Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

6. Confidentiality. All Services and Deliverables except for any Confidential Information of Customer or customer materials shall remain the Confidential Information and proprietary property of Provider. All such information except that which is or becomes generally available to the public other than as a result of Customer's breach of this Section 6 shall be protected and safeguarded with at least the same degree of care as the Customer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; not used by the Provider, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; not disclosed to any third person or entity; and not reproduced.

7. Termination. Notwithstanding anything to the contrary in these Terms, Provider may temporarily suspend Customer's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Deliverables; (B) Customer's use of the Deliverables disrupts or poses a security risk to the Deliverables or to any other customer or vendor of Provider; (C) Customer is using the Deliverables for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services.

8. Limitation of Liability. IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO PROVIDER PURSUANT TO THESE TERMS FROM THE EVENT GIVING RISE TO THE CLAIM.

9. Entire Agreement. These Terms constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. All quotations, proposals, all Customer's purchase orders, and all confirmations or acknowledgments of Customer's purchase order by Provider for the Services are subject to these Terms. These Terms prevail over any of Customer's general terms and conditions whatsoever, regardless whether or when Customer has submitted its purchase order or such terms. Customer's written acknowledgment or payment for the Services shall be construed as Customer's acceptance of these Terms. No additional or other terms will be binding on Provider unless accepted in a writing signed by a duly authorized representative of Provider.

10. Severability. If any term or provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Choice of Law. These Terms and all related documents, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

12. Force Majeure. The Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.