MITSUBISHI ELECTRIC
Changes for the Better

Automating the World

TERMS & CONDITIONS - IA CUSTOMIZED CLASS TRAINING

Information Subject to Change. Information provided in these terms and conditions or otherwise provided by the Industrial Automation Division of Mitsubishi Electric US, Inc. ("MEUS-IAD") is subject to change without notice.

Pricing of Customized Training.

1. **Factors in Pricing Training**. MEUS-IAD prices its custom training by the number of days of training, the number of attending students, customer onsite incidentals (if applicable), and booking of non- standard dates and times for training classes (if applicable).

    a. **Length of Training Class**. MEUS-IAD prices its training on a per day basis, and such class length will be determined by the MEUS-IAD instructor.

    b. **Number of Attending Students**. MEUS-IAD prices its training on a per-day basis, based on up to 8 students. An additional charge per day will be added for each student 9 through 12. Notwithstanding the foregoing, maximum class size will be determined by the MEUS-IAD instructor with up to two students per workstation expressed otherwise.

    c. **Non-Standard Dates and Times for Training Classes**. A price adjustment may be required for training after 5PM on weekdays or on weekends.

2. **Invoicing**. All prices are expressed in US dollars and are payable in US or CAD (Canadian) currency (after effective exchange rate). Canadian customers must add and pay GST to the cost of training. Customer shall pay training costs within thirty (30) days after date of invoice.

Standard Days and Times for Training. Training time per class day shall be seven hours unless expressed otherwise. Training shall be conducted on weekdays within standard business hours, typically 7AM to 5PM, unless non-standard dates and times for training classes are elected and such additional charges paid by customer.

Availability of Requested Training Dates. Training is provided on a request basis. Availability of dates for training is determined by prior commitments of instructors and availability of equipment and at all times subject to acceptance by MEUS-IAD.

Confirmation of Training. Customer must provide MEUS-IAD a purchase order to confirm requested training. Actual class dates to be negotiated upon receipt of purchase order, and subject to acceptance by MEUS-IAD in its sole discretion. It shall be the customer's responsibility to obtain the proper authorization for issuing the purchase order. Upon acceptance by MEUS-IAD of the customer's purchase order, it shall become the customer's responsibility to honor the conditions and costs as set forth in the purchase order.

Cancellation. Should a customer cancel a confirmed class, customer shall pay MEUS-IAD the following cancellation fee:

1. If notice is given at least three weeks in advance, there will be no cancellation fee assessed.

2. If notice is given more than two weeks but less than three weeks in advance, customer will be charged a twenty-five percent (25%) cancellation fee.

3. If notice is given less than two weeks in advance, customer will be charged a fifty percent (50%) cancellation fee.

MEUS-IAD reserves the right to cancel any class. In the event of cancellation by MEUS-IAD, customer's damages shall be limited to refund of any prepayments made by customer to MEUS-IAD.

Damage to Equipment by Customer. Customer is responsible for any damage or loss of MEUS-IAD equipment caused by customer or its attending students.

Customer Responsibilities for Training at Customer Facilities. In the event that customer requests training to be performed at customer's facilities, customer shall provide MEUS-IAD access to its facilities and suitable and safe workspace for conducting the requested training. Customer shall indemnify MEUS-IAD from any and all claims for injury to or damages suffered by MEUS-IAD employees, agents and subcontractors while performing the training at

customer's facilities.

Force Majeure. MEUS-IAD shall not be liable for damages, delay or failure to conduct the training due to any cause beyond its reasonable control, including but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, first, unusually severe weather or inability to travel to customer facility.

LIMITATION OF LIABILITY. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL MEUS-IAD BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. MEUS-IAD does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of MEUS-IAD. Participants should take professional advice when dealing with specific situations.

Ownership and intellectual property rights. All training materials are owned by MEUS-IAD. All intellectual property rights in all training materials available from MEUS-IAD, including the design, graphics and text of all printed materials and the audio of all trainings (the "Training Materials"), are owned by MEUS-IAD. When you are given access to any Training Materials, you are granted a non-exclusive, non-transferable license to use the Training Materials. All Training Materials may not be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without MEUS-IAD's prior permission. Any such use is strictly prohibited and will constitute an infringement of MEUS-IAD's intellectual property rights.

Health and safety at the face-to-face training course. Registrants must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided.

Behavior. EAU reserves the right to remove any Registrant from a training course whose behavior is deemed inappropriate by MEUS-IAD or its trainers. In these circumstances, MEUS-IAD will neither refund any fees nor reimburse any other costs.

Trainers. MEUS-IAD shall provide such trainers to present the training course as it, in its sole discretion, deems fit and MEUS-IAD shall be entitled at any time to substitute any trainer with any other person who, in MEUS-IAD's sole discretion, it deems suitably qualified to present the relevant course.

Classes Onsite at Registrant Facility. In addition to all other terms and conditions, the following terms and conditions contained in this section shall apply in the event that training is requested to be performed by MEUS-IAD at registrant's facility:

Availability of Standard Classes. Besides custom classes, MEUS-IAD conducts regularly scheduled classes throughout the United States, Canada, and Mexico. For information on these classes, call your MEUS-IAD regional office. You may also obtain the latest information on our website at https://us.mitsubishielectric.com/fa/en/support/training/topics/.