

TERMS & CONDITIONS OF TRAINING

Our training classes are conducted at our Corporate Office located in Vernon Hills, IL. or at a MEUS-IAD Regional Sales office. On-site classes can also be arranged. Classes can be tailored to meet your specific needs.

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.

Classes Subject to Change. MEUS-IAD reserves the right to cancel, change, or modify any class. MEUS-IAD will make reasonable efforts to notify class registrants of any changes.

Confirmation of Training. A purchase order or credit card and registration with MEUS-IAD is required to register for all classes, and in either any proposed registration is subject to acceptance by MEUS-IAD in its sole discretion. It shall be the registrant's responsibility to obtain the proper authorization for issuing the purchase order or requesting registration. Upon acceptance by MEUS-IAD of the registrant's purchase order or requested registration, it shall become the registrant's responsibility to honor the conditions and costs as set forth herein.

Pricing and Invoicing. Billing will be conducted on the first day of the training class. All prices are quoted on a per student basis and include materials and training. Group discounts may be available.

Timing of Registration. In order to facilitate preparation for classes, MEUS-IAD may secure a remote location for training classes 2 weeks before the starting date and block any further registrations. In order to avoid being locked out, MEUS-IAD advises prospective registrants to register for classes as early as possible.

Cancellation. Registrants wishing to cancel their training must let MEUS-IAD know as early as possible. Should a registrant cancel a confirmed class, registrant shall pay MEUS-IAD the following cancellation fee:

- A. If notice is given at least one week in advance, there will be no cancellation fee assessed.
- B. If notice is given less than one week in advance, registrant will be charged fifty percent (50%) cancellation fee.
- C. If no prior notice is given (a "no-show"), registrant will be charged the full price of the class.

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

Damage to Equipment. Registrants are responsible for any damage or loss of MEUS-IAD equipment caused by such registrants.

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 training facility.

LIMITATION OF LIABILITY. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL MEUS-IAD BE LIABLE TO REGISTRANTS, PROSPECTIVE REGISTRANTS 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. MEUS-IAD 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:

- A. **Confirmation of Training.** Registrant must provide MEUS-IAD with a purchase order to confirm requested training at registrant's facility. 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 registrant's responsibility to obtain the proper authorization for issuing the purchase order. Upon acceptance by MEUS-IAD of the registrant's purchase order, it shall become the registrant's responsibility to honor the conditions and costs as set herein.
- B. **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.
- C. **Registrant Responsibilities for Training at Registrant Facilities.** Registrant shall provide MEUS-IAD access to its facilities and suitable and safe workspace for conducting the requested training. Registrant 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 registrant's facilities.

Customized Training. 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 customized for a registrant:

- A. **Confirmation of Training.** Registrant must provide MEUS-IAD with a purchase order to confirm requested training at registrant's facility. 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 registrant's responsibility to obtain the proper authorization for issuing the purchase order. Upon acceptance by MEUS-IAD of the registrant's purchase order, it shall become the registrant's responsibility to honor the conditions and costs as set herein.
- B. **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.
- C. **Pricing of Customized Training.** MEUS-IAD prices its custom training by the number of days of training, the number of attending students, registrant 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 unless expressed otherwise.

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