

TRAINING TERMS

Version Singapore 2019.7.15

These Training Terms apply to any quote, order, confirmation letter, and order acknowledgment, and any sale of training services by KLA Corporation, One Technology Drive, Milpitas, California 95035 ("KLA") to any acquirer ("Customer"). KLA does not accept, expressly or impliedly, and KLA hereby rejects, any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgment, or other document, or established by trade usage or prior course of dealing, unless KLA expressly and unambiguously agrees to such terms and conditions in a duly signed writing. By ordering, receiving, accepting or using services or otherwise proceeding with any transaction after receipt of these Training Terms or after otherwise being notified that such transactions are subject to these Training Terms, Customer agrees to these Training Terms and KLA's General Terms, which are incorporated by reference herein and are either attached hereto, or available at www.kla.com/terms, or on request.

1. **DEFINITIONS.** The definitions in KLA's General Terms shall apply in addition to the following definitions:

"**Customer Participants**" means the individuals that Customer registers for, and sends to, training classes.

"**Standard Services Offering**" means KLA's written description of the scope, technical details, procedural requirements and/or price of KLA's standard training services, which KLA makes available to Customer on KLA's website at www.kla.com/terms, or otherwise or upon request.

"**Statement of Work**" means a statement of work or other document proposal agreed upon by the parties in writing that sets forth the scope, technical details, procedural requirements and/or price of the custom training services to be performed by KLA.

"**Trainers**" means the individuals that KLA designates to perform the Training Services.

"**Training Materials**" means written class materials, instruction in written, electronic, visual, or oral form and any know-how provided by KLA in connection with Training Services.

"**Training Services**" means the provisioning of (i) instruction classes on KLA's or Customer's premises, as further described in the applicable Statement of Work, or, in the absence of a Statement of Work, in accordance with the applicable Standard Services Offering; (ii) Training Materials; and (iii) training certificates to those Customer Participants that have successfully and continuously attended the class, which may qualify Customer Participants for higher-level classes.

2. TRAINING SERVICES

2.1 **Scope.** KLA will provide Training Services in accordance with the Statement of Work or Standard Services Offering agreed between the parties.

2.2 **Trainers.** KLA's Trainers shall be subject to selection, instructions, supervision and replacement exclusively by KLA at its sole discretion. Customer Participants shall follow all instructions by Trainers, including, but not limited to, safety-related instructions.

2.3 **Cancellation.** Customer may cancel Training Services (i) free of charges if KLA receives Customer's written cancellation at least forty-two (42) days prior to the class start date; (ii) against payment of a cancellation fee in the amount of fifty percent (50%) of the total agreed-upon fees (including costs) for the Training Services if KLA receives Customer's written cancellation at least 21 days prior to the class start date; and (iii) against payment of the total agreed-upon fees (including costs) for the Training Services if KLA receives Customer's written cancellation less than 21 days prior to the class start date. KLA may cancel or reschedule Training Services. KLA is not responsible for any costs incurred by the Customer.

2.4 **System Condition.** In addition to the cooperation duties of Customer under the General Terms, Customer's Hardware must be in good operating and production-worthy condition for Training Services. If Customer's Hardware is not in such condition, KLA may, at its sole discretion, cancel the affected Training Services, in which case, Customer shall remain obligated to pay the agreed-upon fees with respect to the cancelled Training Services. If KLA, upon Customer's request and at KLA's sole discretion, performs services to establish the required condition, KLA's then-current Time & Materials Services Terms (available at www.kla.com/terms or on request) shall apply to such services.

3. **PAYMENT.** KLA will charge cash or training credits (which KLA may have issued to Customer previously, e.g., in connection with the sale of Hardware). KLA may invoice Customer (i) upon completion of the Training Services, or, (ii) if performance is delayed, suspended, cancelled, or terminated due to Customer's failure to comply with these Training Terms or KLA's General Terms, at the time when the affected Training Services should have been completed. Customer shall make payment within thirty (30) days of the invoice date and in accordance with the General Terms.

4. LIMITED WARRANTY AND DISCLAIMER

4.1 **Limited Warranty.** KLA will perform Training Services substantially in accordance with the applicable Statement of Work or Standard Services Offering, as applicable.

4.2 **Exclusive Remedy.** If the Training Services fail to conform to the limited warranty set forth in Section 4.1 (Limited Warranty), Customer may terminate Training Services in accordance with Section 6.2 (Termination for Cause) if KLA fails to cure a non-conformance within two (2) days after receiving Customer's detailed written request to cure the non-conformance. Termination shall not affect (i) Customer's obligations to pay for Training Services already performed before KLA receives Customer's request to cure; or (ii) any other obligations of Customer under these Training Terms. THE REMEDY EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION 4.2 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST KLA WITH RESPECT TO ANY NON-CONFORMANCE OF TRAINING SERVICES OR TRAINING MATERIALS.

4.3 **Disclaimer.** EXCEPT AS SPECIFIED IN SECTION 4.1 (LIMITED WARRANTY), KLA MAKES NO EXPRESS REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH REGARD TO ANY TRAINING SERVICES OR TRAINING MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLA DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER SHALL HAVE NO WARRANTY CLAIM UNDER SECTION 4.1 (LIMITED WARRANTY), UNLESS KLA RECEIVES CUSTOMER'S WRITTEN REQUEST TO CURE A NON-CONFORMANCE WITHIN TWO (2) DAYS AFTER ITS OCCURRENCE. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT KLA'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR WILLFUL DEFAULT OR FOR FRAUDULENT MISREPRESENTATION.

5. LICENSE

5.1 **License to Training Materials.** KLA grants to Customer a non-exclusive, non-transferable, and non-sublicenseable license to use any Training Materials solely for Customer's internal business purposes if and to the extent that (i) KLA intentionally makes such Training Materials available to Customer as part of Training Services; (ii) the Training Materials are not covered by any other written terms or agreements between the parties (otherwise such other terms or agreements, e.g., time & materials services terms or software license terms, shall exclusively govern); and (iii) Customer complies with all provisions of these Training Terms, including, but not limited to, its obligation to make timely payments of all fees and other amounts hereunder, and its confidentiality obligations under KLA's General Terms.

5.2 **License to Customer Contributions.** Customer grants to KLA a non-exclusive, transferable, sublicenseable, and unlimited license to use and commercialize in any manner any contributions that Customer's representatives make in classes or related to Training Materials or Training Services.

5.3 **All Other Rights Reserved.** KLA reserves ownership, title, and all rights and interest, including, but not limited to, all Proprietary Rights not expressly granted to Customer in these Training Terms.

6. TERM AND TERMINATION

6.1 **Term.** The term of any Training Services will continue until (i) completion of the Training Services under the applicable Statement of Work or the Standard Services Offering, as applicable; or (ii) termination in accordance with this Section 6. Each party is entitled to cancel Training Services pursuant to Section 2.3 (Cancellation).

6.2 **Termination for Cause.** Either party may terminate any or all orders of Training Services by written notice, effective immediately, if the other party fails to cure any material breach of these Training Terms within two (2) days after receiving written notice from the non-breaching party detailing the alleged material breach.

6.3 **Consequences.** Customer shall pay to KLA all fees agreed-upon with respect to the terminated Training Services, unless (i) Customer cancels in accordance with Section 2.3 (Cancellation), in which case cancellation charges shall be as specified in Section 2.3; or (ii) Customer terminates because of KLA's material breach of these Training Terms in accordance with Section 6.2 (Termination for Cause), in which case Customer shall not

be obligated to pay for the class directly affected by the breach. In case of any termination or cancellation, Customer shall return to KLA all Training Materials, KLA's Confidential Information and other tangibles and intangibles received in connection with the Training Services, without retaining any copies thereof, and all licenses granted to Customer under these Training Terms shall be automatically revoked.

6.4 Survival. Sections 3 (Payment), 4 (Limited Warranty and Disclaimer), and this Section 6 of these Training Terms and KLA's General Terms shall survive any termination of these Training Terms.