

TRAINING TERMS
Version China 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 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.

培训条款

2019年7月15日中国用版本

本培训条款适用于 KLA Corporation, One Technology, Milpitas, California 95035, ("KLA") 对任何购买人 ("客户") 的培训服务的任何 报价、订单、确认书、订单认可书和任何出售。KLA 不明示或默示地接受而且 KLA 特此拒绝承认客户提出的任何附加或不同的条款或条件, 包括但不限于任何订单、接受、确认书或其它文件中包含或提及的或由商业惯例或此前的业务惯例确立的任何条款或条件, 除非 KLA 在正式签署的书面文件中明确清楚地同意上述条款和条件。客户在收到本培训条款或在以其它方式被通知 交易受本培训条款的约束后, 订购、接收、接受或使用服务或继续进行任何 交易的, 即表示客户同意本培训条款以及 KLA 一般条款 (该等条款经在此提及而纳入本条款, 其或附于本条款, 或可从 www.kla.com/terms 网址或向 KLA 求索获得)。

1. 定义。除下述定义外, 适用 KLA 一般条款中的定义:

"客户参训人员" 指客户为其报名并送其参加培训班学习的个人。

"标准服务单" 指对 KLA 在其网站 www.kla.com/terms 或以其它方式提供给客户的或向 KLA 求索获得的 KLA 标准培训服务的范围、技术细节、程序要求和/或价格的书面描述。

"工作说明" 指双方以书面形式同意的其中列出 KLA 拟履行的客户培训服务的范围、技术细节、程序要求和/或价格的工作说明或其它文件方案。

"培训教员" 指 KLA 指派提供培训服务的人员。

"培训材料" 指 KLA 就培训提供的课堂学习材料, 书面、电子、视觉或口头形式的教学材料以及任何诀窍。

"培训服务" 指(i) 按照适用的工作说明的详细规定或者 (如果没有工作说明) 按照标准服务单在 KLA 或客户的场所提供课堂教学; (ii) 提供培训材料; (iii) 向成功并持续参加培训班的客户参训人员颁发培训证书, 可使客户 参训人员有资格进修高级课程。

2. 培训服务

2.1 范围. KLA 将按照双方同意的工作说明或标准服务单提供培训服务。

2.2 培训教员. KLA 的培训教员完全由 KLA 自行挑选、指示、监督和更换。客户参训人员应遵照培训教员的指示行事, 包括但不限于与安全有关的指示。

2.3 取消. (i) 如果 KLA 在培训开始日期前至少四十二 (42) 天收到客户的书面取消通知, 则客户不缴纳任何费用即可取消培训服务; (ii) 如果 KLA 在培训 开始日期前至少二十一 (21) 天收到客户的书面取消通知, 则客户在支付培训服务约定总费用 (包括成本) 百分之五十 (50%) 的取消后方可取消培训服务; (iii) 如果 KLA 在培训开始日期前二十一 (21) 天内收到客户的书面取消通知, 则客户在支付相当于培训服务约定总费用 (包括成本) 的取消后方可取消培训服务。KLA 可取消培训服务或重新安排其时间。KLA 不负责客户 发生的任何费用。

2.4 系统状态. 除了客户在一般条款项下的合作义务外, 对于培训服务而言, 客户硬件必须处于良好的运转和适于工作状态。如果客户硬件不处于上述状态, 则 KLA 可自行取消受影响的培训服务。在这种情况下, 客户仍有义务就被取消的培训服务支付约定的费用。如果 KLA 应客户的要求, 自行提供 服务以建立所需的状态, 则该等服务应适用 KLA 届时实行的时间和材料服务条款 (可从 www.kla.com/terms 网址或向 KLA 求索获得)。

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 EX- PRESSEDLY PROVIDED OR REFERENCED IN THIS SECTION 4.2 WILL BE CUS- TOMER'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

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 soft- ware 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 Ser- vices 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

3. 支付。KLA 将收取现金或培训代金券（此前例如在出售硬件时 KLA 可能已向客户发行的此类代金券）。KLA 将于(i) 培训服务完成时；或者(ii) 如果培 训服务的提供由于客户未能遵守本培训条款或 KLA 一般条款而被延迟、中止、取消或终止，则于受影响的服务本应完成之时向客户开具发票。客户应按照一般条款在发票日期后三十（30）天内付款。

4. 有限保证和免责声明。

4.1 有限保证。KLA 将基本遵守有关工作说明或标准服务单（以适用者为准）履行培训服务。

4.2 排他性救济。如果培训服务未符合第 4.1 条（有限保证）规定的有限保 证，且 KLA 未在收到客户要求补救该履行不符的详尽请求后两（2）日内补救该不符，则客户可按第 6.2 条（因故终止）终止培训服务。终止不得影响：(i) 客户对在 KLA 收到客户补救请求之前已履行的培训服务的付款义务；(ii) 客户 在本培训条款项下的任何其它义务。本 4.2 条明示规定的或提及的救济，是 客户的唯一的、排他性的救济，代替客户就培训服务或培训材料的任何不符 而对 KLA 享有的一切其它权利或救济。

5. 许可

5.1 对培训材料的许可。如果且在下述范围内，KLA 向客户授予一项非独占 的、不可转让和不可授予分许可的许可，仅为客户的内部业务目的使用任何 培训材料：(i) KLA 有意将该等培训材料作为培训服务的一部分提供给客户；(ii) 双方之间任何其它书面条款或协议不适用于该培训材料（否则上述其它条款 或协议（例如时间和材料服务条款或软件许可条款）应排他性地适用）；和(iii) 客户遵守本培训条款的全部规定，包括（但不限于）其按时支付本条款项下一切费用和其它金额的义 务以及其在 KLA 一般条款项下的保密义务。

5.2 对客户贡献的许可。客户向 KLA 授予一项非独占的、可转让并可 授予分 许可的无限制许可，可以任何方式使用和商业性开发客户代表 在课堂上作出的 或与培训材料或培训服务有关的任何贡献。

5.3 保留其它一切权利。KLA 保留所有权、产权和权益，包括（但不 限于）在本培训条款中未向客户明示授予的全部专有权利。

6. 期限与终止

6.1 期限。任何培训服务的期限均将持续，直至(i) 有关工作说明或标 准服务 单（以适用者为准）项下的培训服务完成；或(ii) 按照本第 6 条终止。每一方均有权按第 2.3 条（取消）取消培训服务。

6.2 因故终止。如果一方未在收到守约方发出的详细载明指称实质违 反本培训条款的书面通知后两(2)天内纠正该等实质违约，则另一方 可经 书面通知而 终止任何或一切培训服务订单，并立即生效。

6.3 后果。客户应就被终止的培训服务向 KLA 支付全部约定费用，除 非(i) 客 户按第 2.3 条（取消）的规定取消培训服务，在这种情况下，取消费应按第 2.3 条的规定收取；或(ii) 客户因 KLA 对本培训条款 的实质违约而根据第 6.2 条（因故终止）的规定终止，在这种情况下， 客户没有义务为受违约直接影响的课程付款。无论是终止或是取 消，客户均应向 KLA 退还一切培训材料、KLA 保密信息以及客户收到的 与培训服务有关的其它有形或无形物，且不得保留其任何复制件， 而且，在本培训条款下授予客户的一切许可均可自动撤销。

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.

7. PREVAILING LANGUAGE

The English language version of these Training Terms shall be controlling and legally binding in all respects and shall prevail in case of any inconsistencies.

6.4 继续有效。本培训条款的第 3 条（支付）、第 4 条（有限保证和免责声明）和本第 6 条以及 KLA 一般条款，在本培训条款任何终止后继续有效。

7. 作准文本

本培训条款的英文文本，在所有方面均为作准文本，具有法律约束力。文本间有任何不符时，以英文本为准。