

TRAINING TERMS

Version Taiwan 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.

訓練條款

2019.7.15 台灣版本

本訓練條款適用由 KLA Corporation, 地址為 One Technology Drive, Milpitas, California 95035 (下稱「KLA」) 向任何買方 (下稱「客戶」) 提出之任何報價、訂單與訂單確認文件, 以及任何訓練服務出售。KLA 不以明示或暗示方式接收且以本文件拒絕客戶提出之其他或不同條款, 包括但不限於任何訂單、接收文件、確認文件中所含或引述, 或以商業習慣或於先前交易過程中確立之任何條款, 除非 KLA 以正式簽署之書面文件明確無疑義地表示同意此等條款。客戶於訓練條款後, 或以其他方式接獲通知獲悉此等交易係依據訓練條款而執行後而訂購、接收、同意或使用產品或以其他方式進行任何交易, 即表示同意此訓練條款及 KLA 一般條款, 一般條款係以參照方式納為本條款之一部分, 可附加為本條款附件或可自網站 www.kla.com/terms 查詢或可索取。

1. 定義 除下述定義外, KLA 一般條款之定義應予適用。

「客戶參加人」係指客戶指定並派至訓練課程之人。

「標準服務項目」係指描述 KLA 標準訓練服務之範圍、技術細節、程序規定及/或價格之書面, 該書面得於 KLA 之網站 www.kla.com/terms 查詢或可索取。

「工作說明」係指工作說明或當事人明示書面同意之其他文件提案, 該等文件載明 KLA 實施客戶訓練服務之範圍、技術細節、程序規定及/或價格。

「訓練員」係指 KLA 指定實施訓練服務之人。

「訓練材料」係指 KLA 所提供關於訓練服務之書面課程材料、書面指導、電子、視覺或口頭表格及任何專門技術。

「訓練服務」係指供應(i)在 KLA 或客戶處所之指導課程, 該課程於工作說明中有進一步敘述, 如未有工作說明者, 依據標準服務項目; (ii)訓練材料; 及 (iii)訓練證明予成功且連續出席課程之客戶參加人, 該證明得賦與客戶參加人更高等級之資格。

2. 訓練服務

2.1 範圍 KLA 依據當事人同意之工作說明或標準服務項目提供訓練服務。

2.2 訓練員 KLA 訓練員係僅由 KLA, 依自己獨立判斷, 選任、指導、監督並替換。客戶參加人應遵守訓練員之所有指示, 包括但不限於安全相關指示。

2.3 取消 客戶得取消訓練課程(i)如 KLA 於課程開始日至少 42 天前收到客戶取消的書面, 客戶毋庸支付費用; (ii) 如 KLA 於課程開始日至少 21 天前收到客戶取消的書面, 客戶支付訓練服務所合意之全部服務費 (包括費用) 之 50% 為取消費用; 及 (iii) 如 KLA 於課程開始日少於 21 天前收到客戶取消的書面, 客戶仍應支付就訓練服務所合意之全部服務費 (包括費用) 為取消費用。KLA 得取消或重新排定訓練服務時間。KLA 不負擔因客戶所生之費用。

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 nonconformance 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 OR WARRANTIES WITH REGARD TO ANY TRAINING SERVICES OR TRAINING MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, 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.

5. LICENSE

5.1 License to Training Materials. KLA grants to Customer a non-exclusive, nontransferable, 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.

2.4 系統狀態 客戶除依據一般條款負有合作責任外，為訓練服務之需，客戶之硬體必須在良好操作及得生產之狀態。如客戶之硬體並未在該等狀態，KLA 得依自以之判斷取消受影響之訓練服務，於此情形，客戶應就取消之訓練支付所合意支付之費用。如 KLA 應客戶之請求及自己獨立之判斷提供建立必要狀態之服務時，應適用 KLA 當時之時間與材料條款（在 www.kla.com/terms 網站查詢或可索取）。

3. 付款 KLA 收取現金或訓練券（KLA 得先行發行訓練券予客戶，例如有關硬體之出售）。KLA 得於下述期間向客戶請款(i)在完成訓練服務時，或(ii)如服務之履行因客戶未遵循訓練條款或 KLA 之一般條款而遲延、暫緩、取消或終止，在受影響訓練服務原應完成時。客戶應於請款日後 30 日內並依一般條款付款。

4. 有限保證及免責聲明

4.1 有限保證 KLA 將大致上依據工作說明或標準服務項目履行訓練服務。

4.2 唯一救濟 如訓練服務未符合第 4.1 條所定之有限保證（有限保證），若 KLA 未於收到客戶改善不相符之詳盡書面請求後 2 日內改善，客戶得依據第 6.2 條（有因終止）終止訓練服務。終止不影響(i)客戶支付在 KLA 收到客戶改善請求前已完成之訓練服務費用之義務；或 (ii)訓練條款中客戶之任何其他義務。本第 4.2 條明確規定或提及之補救係客戶唯一之救濟，且排除客戶得對抗 KLA 其他關於訓練服務或訓練材料不相符之任何權利或救濟。

4.3 免責聲明 除於第 4.1 條規定者外（有限保證），KLA 不就有關任何訓練服務或訓練材料之為明示聲明或保證。於法律許可範圍內，KLA 否認所有暗示保證或聲明，包括但不限於任何銷售之保證、符合特定目的及不侵權。依第 4.1 條（有限保證），客戶並無保證請求，但 KLA 於不相符發生後 2 日內收到客戶書面改善不相符請求者不在此限。

5. 授權

5.1 訓練材料之授權 KLA 授予客戶一非專屬、不可轉讓及不得再授權之授權，僅供客戶之內部營運目的使用任何訓練材料，且須符合下述情況(i)KLA 欲提供該訓練材料為訓練服務之一部；(ii)當事人間其他書面條款或合約未涵蓋訓練材料（否則應專以該其他書面條款或合約，例如時間與材料服務條款或軟體授權條款，為規範依據）；(iii)客戶遵守所有訓練條款之規定，包括但不限於按時支付所有費用及其他費用之義務，以及 KLA 一般條款之保密義務。

5.2 客戶提供資訊之授權 客戶授予 KLA 一非專屬、可轉讓、得再授權及無限制之授權，以使用並將客戶代表於課程中或有關訓練材料或訓練服務所提供資訊以任何方式加以商品化。

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.

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.

5.3 保留其他所有權利 KLA 保留所有權、權利及所有權利及利益，包括但不限於，未於訓練條款中明示授予客戶之所有專有權。

6. 期間與終止

6.1 期間 任何訓練服務期間持續至(i)依據工作說明或標準服務項目完成訓練服務；(ii)依據第 6 條終止時。雙方當事人有權依第 2.3 條（取消）取消訓練服務。

6.2 有因終止 在收到一方主張重大違反之詳盡書面通知後 2 日內，如他方未改善任何重大違反訓練條款時，一方得以書面通知他方終止任何或所有訂購之訓練服務，該終止並立即生效。

6.3 終止後之處理 客戶應支付終止 KLA 訓練服務所有合意之費用，除 (i) 客戶依據第 2.3 條（取消），於此情形取消依第 2.3 條規定收取費用；及(ii) 客戶因 KLA 重大違反訓練條款而依據第 6.2 條終止（有因終止），於此情形，客戶並無義務支付因違反而受直接影響課程之費用。如有終止或取消，客戶應返還 KLA 所有訓練材料、KLA 之機密資訊及其他取得有關訓練服務之有形物及無形物，並不得保留上開資料之複本，且依據訓練條款授予客戶之授權應自動廢止。

6.4 效力存續 縱訓練條款終止，訓練條款第 3 條（付款）、第 4 條（有限保證與免責聲明）、第 6 條及 KLA 一般條款之效力仍應存續。

7. 適用語言

訓練條款英文版規範並合法拘束所有事項，且如有不一致發生時，以英文版為準。