

**TRUMPF, INC. TERMS AND CONDITIONS OF MACHINE TOOL SERVICES**

1. **PRICES.** All prices are: (a) Seller's current prices and are subject to change without notice at any time prior to acceptance of Buyer's order; (b) subject to all federal, state and local taxes for the services sold hereunder, now or hereafter becoming effective, and if not included in the invoice, such amount may be invoiced later, and Buyer shall pay all such taxes.
2. **PAYMENT.** Net 30 Days from date of invoice.
3. **DURATION FOR A REMOTE OR A TRANSPARENCY SERVICE AGREEMENT. IF YOU HAVE PURCHASED A REMOTE OR TRANSPARENCY SERVICE AGREEMENT, THE TERM FOR EACH AGREEMENT IS FOR ONE YEAR. EACH AGREEMENT WILL BE INVOICED AT THE BEGINNING OF THE AGREEMENT'S TERM. AT THE END OF THE TERM THE AGREEMENT IS AUTOMATICALLY EXTENDED FOR ANOTHER YEAR UNLESS OTHERWISE CANCELED. THE BUYER CAN CANCEL THE AGREEMENT AT ANY TIME TOWARDS THE END OF THE MONTH. THE BUYER IS ENTITLED TO A PRO-RATA REFUND ON ANY ADVANCE PAYMENT THEY HAVE PAID, IN RELATION TO THE PERIOD FOLLOWING THE CANCELLATION. OTHERWISE THE SERVICE AGREEMENTS WILL COMMENCE AS AGREED UPON. THE COST OF SERVICE AGREEMENTS MAY CHANGE OVER TIME AND CUSTOMERS WILL BE UPDATED ACCORDINGLY. WITH EACH COST AND BENEFIT CHANGE CUSTOMERS WILL BE NOTIFIED AND GIVEN THE OPPORTUNITY TO CHANGE THEIR AGREEMENT UPON REVIEW. PAYMENT TERMS CAN BE ANNUAL TERMS PENDING ON AGREEMENT BETWEEN CUSTOMER AND TRUMPF. SERVICE AGREEMENTS CAN BE CANCELED BY EMAIL TO SERVICEAGREEMENTS@US.TRUMPF.COM OR CALLING +1-844-878-6731.**
4. **WARRANTY.** Seller's Technical Services Technicians will perform services in a professional and workmanlike manner using the skill and care ordinarily used by professionals performing this type of services in the location of the customer's facility under similar conditions. In the event of TRUMPF's non-conformance with this warranty, TRUMPF shall re-perform the services. The preceding states the sole liability of TRUMPF and the sole and exclusive remedy of the Buyer. Any TRUMPF spare parts provided in performance of services hereunder shall be covered by TRUMPF spare parts warranty set forth in TRUMPF Spare Parts Standard Terms and Conditions.
5. **DISCLAIMER OF WARRANTIES: THE LIMITED WARRANTY DESCRIBED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS SERVICE AGREEMENT IS FOR SERVICES ONLY AND DOES NOT PROVIDE, ADD OR EXTEND ANY PRODUCT WARRANTIES. TRUMP CLOUD CONNECT SERVICES, AND CERTAIN INTERACTIVE SERVICES REQUIRING A WRITTEN USE AT OWN RISK DISCLAIMER, ARE OFFERED "AS IS" WITH NO**

REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF THE INFORMATION PROVIDED. AN "AS IS" WARRANTY SET FORTH IN A OWN RISK DISCLAIMER SHALL TAKE PRECEDENCE OVER ANY WARRANTY PROVISION STATED HEREIN.

- 6. EQUIPMENT METRICS DATA.** TRUMPF Equipment is self-monitoring and collects and stores in its control unit certain Equipment Data recording equipment performance metrics. On Equipment configured for TRUMPF Cloud Connect, Equipment Data is collected in real time via TRUMPF's secure service portal.

(A) Cloud Connect Services: Buyers of TRUMPF Equipment utilizing TRUMPF Cloud Connect active machine monitoring shall receive enhanced Cloud Connect notification and technician scheduling throughout the Equipment warranty period and during any period in which the Buyer maintains a TRUMPF Service Agreement providing for notification and reporting services. TRUMPF reserves the right to add and remove services from Cloud Connect offerings at TRUMPF's sole discretion.

(B) Data Used for Services Delivery and Product Development: TRUMPF shall use the same care in protecting the integrity and security of Equipment Data as it uses to preserve the integrity and security of TRUMPF's other proprietary information, but in no event less than reasonable care. TRUMPF uses Equipment Data for delivery of Equipment services under warranty and service agreements, and anonymized data points derived from Equipment Data in product research and development.

(C) Ownership of Equipment Data: TRUMPF owns all right, title and interest in Equipment Data, and all data derived therefrom and reserves to itself all lawful uses thereof. TRUMPF hereby grants Buyer a perpetual, non-exclusive, royalty-free license to use, reproduce and store the Equipment Data solely for the purpose of, and to the extent required in, operating the Equipment, transferable only in conjunction with and as part of the transfer of ownership of the Equipment to a new end user. "Equipment Data" means any data, metadata, logs or other information generated by the operation of TRUMPF Equipment or embedded Software, but does not include personally identifiable information nor any information entered into the Software or the Equipment by Buyer's employees, agents, or end-users, except to the extent portions of such information appears in anonymized or aggregated form or in automated logs or similar records through the normal operation of the Software.

- 7. BUYER'S DILIGENT ATTENTION REQUIRED.** Buyer shall restrict the use of services support and information to Buyer's qualified service employees having the skills and exercising the care ordinarily used by professionals performing maintenance and repair services in the location of the customer's facility. Buyer shall exercise care to protect itself and its employees by informing itself of the condition of Seller's products in its possession, including those facts that are reported to, known to or within the diligent attention and observation of the Buyer or its employees. Information provided by TRUMPF is not a substitute for Company's independent duty to evaluate services and maintenance to be performed on the

products and to determine that such tasks are within the skill set of on-site maintenance/service personnel.

- 8. LIMITATION OF LIABILITY. SELLER'S LIABILITY ON ANY CLAIM(S) OF ANY KIND, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PERFORMED OR BREACH OF THE TERMS HEREOF, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICES WHICH GIVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE AGREEMENT OR ANY OTHER DUTY OF SELLER WITH RESPECT TO THESE SERVICES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS FOR LOST PROFITS, LOST SALES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR INJURY TO PERSONS OR PROPERTY.**
- 9. FORCE MAJEURE.** Except with respect to payment obligations under this Agreement, neither Party shall be liable for or will be considered to be in breach of or default under this contract on account of any delay or failure to perform as a result of any causes or conditions that are beyond the Party's reasonable control and that the party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to pandemics, fire, explosion, flood, storm or other acts of God, disruptions in transportation networks, failures of carriers or utilities, war, embargo, strike, riot, or the intervention of any government authority. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and use commercially reasonable efforts to minimize the impact of the event.
- 10. NOTICE OF CLAIMS.** Buyer shall inspect the services upon receipt and shall notify Seller in writing of any claims within 30 days after Buyer discovers or should have discovered facts upon which the claim is based. Failure of Buyer to give written notice of a claim within the time period or in the form specified above shall be deemed to be a waiver of such claim.
- 11. LIMITATION OF ACTIONS.** No action for breach of any term of this service agreement or any other duty of Seller with respect to these services may be commenced more than one (1) year after delivery of the services.
- 12. GOVERNING LAW.** The validity, interpretation and performance of this services agreement sale shall be governed by the laws of the State of Connecticut.
- 13. NONPAYMENT OF PURCHASE PRICE.** If Buyer shall not pay the full purchase price for the services agreement or services rendered within 30 days from the date of invoice, Buyer will pay Seller thereafter an additional one and one-half percent (1-1/2%) per month on the unpaid balance of the purchase price until paid in full. Such charge shall be added to and become an additional part of the purchase price for the services.