

ITW EAE e-Learning Platform Supplemental Terms and Conditions of Use

These Supplemental Terms and Conditions (the “**Supplemental Terms**”) govern the Purchaser’s use of the e-Learning Platform (defined below).

These Supplemental Terms are made by and between ITW Electronics Assembly Equipment, a division of Illinois Tool Works Inc. (“**ITW EAE**”) and Purchaser, and are made effective as of the date of the applicable Order (the “**Effective Date**”). By accessing and using the e-Learning Platform, Purchaser hereby agrees to the terms set forth herein. These Supplemental Terms are deemed to supplement and supersede the Terms and Conditions of Sale (located at: http://www.itweae.com/sites/default/files/assets/ITWEAE_Terms-Conditions.pdf) for purposes of Purchaser’s use of the e-Learning Platform. Capitalized terms used herein, and which are not defined, shall have the meaning ascribed to them in the Terms and Conditions of Sale.

These Supplemental Terms, together with any applicable Orders, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of these Supplemental Terms and supersedes all prior and contemporaneous understandings and agreements. Amendments or modifications of these Supplemental Terms will be effective upon notice given by ITW EAE, which notice may be made by posting such changes to the ITW EAE site and/or the e-Learning Platform interface. If Purchaser does not agree to comply with these Supplemental Terms, Purchaser may not access or use the e-Learning Platform or any Content.

1. Access and Use.

- a. License. Subject to the terms and conditions of these Supplemental Terms, during the applicable Term, ITW EAE hereby grants to Purchaser a non-exclusive, revocable, non-transferable, non-sublicensable license and right to access and use the electronic learning software service, the underlying technology and all related materials, courses and guides (including the Third-Party Materials, the “**Content**”) (collectively, the “**e-Learning Platform**”) as set forth in an applicable Order. Purchaser is responsible for and shall ensure that its Authorized Users use the e-Learning Platform in strict accordance with the terms and conditions of these Supplemental Terms. Any breach or violation of these Supplemental Terms by an Authorized User shall be deemed a breach by Purchaser. ITW EAE may make improvements, modifications or changes to the e-Learning Platform (and/or any Content) from time to time, with or without notice. As between the parties, all right, title and interest in and to any improvements, modifications or changes to the e-Learning Platform (and/or any Content), whether or not made by ITW EAE, shall belong to ITW EAE, and Purchaser hereby assigns to ITW EAE all of its right, title and interest in and to any such improvements, modifications or changes to the e-Learning Platform (and/or any Content) that Purchaser may be deemed to possess. Only Content specifically offered as downloadable may be downloaded by an Authorized User. All cancellations must be received in writing by ITW EAE and may only be made prior to access being granted (as set forth in Section 1(b) below). Transcripts and certificates of completion may be provided by ITW EAE once a course is completed. Such materials may only be downloaded during the Access Period, after which, such transcript and certificates will no longer be available. Purchaser represents, warrants and covenants that it will agree to abide by and comply with all applicable laws and regulations when using the e-Learning Platform.
- b. Authorized Users. In the applicable Order, Purchaser has agreed to purchase access for a certain number of users authorized by Purchaser to access and use the e-Learning Platform (each, an “**Authorized User**”). Each purchased license is valid for only one Authorized User and cannot be exchanged or shared among other employees

of Purchaser. If access to the e-Learning Platform is purchased by Purchaser in the same Order as a purchase for equipment to be installed by an approved ITW EAE field service engineer (“**Equipment**”), then **Purchaser will have 30 days following the installation of the applicable Equipment to provide a listing of the names and email addresses associated with each Authorized User by emailing ITW EAE at training@itweae.com. If such information is not provided within 30 days, or information is only provided for less than the total number of available licenses, Purchaser will still be responsible for paying for the total number of licenses purchased in the applicable Order.** If access to the e-Learning Platform is purchased separately from the purchase of Equipment, then such Order will only be accepted by ITW EAE if Purchaser includes the names and email addresses associated with all purchased licenses. ITW EAE reserves the right, in its sole discretion, to reject any Order that does not meet this requirement. Additional licenses may be purchased by executing a new Order with ITW EAE.

- c. Access Period. Each Authorized User will be only able to access the e-Learning Platform during the applicable access period (the “**Access Period**”). If access to the e-Learning Platform is purchased by Purchaser in the same Order as a purchase for Equipment from ITW EAE, the Access Period will begin on the earlier of the date that access to the e-Learning Platform is provided to Purchaser or the expiration of the 30-day period set forth above in Section 1(b) in which Purchaser is required to provide the names and email addresses associated with each Authorized User. If access to the e-Learning Platform is purchased separately from the purchase of any Equipment, then the Access Period will begin on the date access to the e-Learning Platform is provided to Purchaser. The length of the Access Period will be as set forth in the applicable Order. The Access Period will terminate on the same day for all Authorized Users (even if access for any Authorized User is delayed due to an incorrect email address provided by Purchaser). **Purchaser acknowledges and agrees that access to the e-Learning Platform will automatically terminate at the end of Access Period, and Purchaser will not be eligible for a refund if an Authorized User fails to complete the applicable courses in the e-Learning Platform before the expiration of the Access Period.** ITW EAE will use commercially reasonable efforts to provide an electronic notification to the Authorized Users via the email registered with ITW EAE of the upcoming expiration of the Access Period. After the expiration of the Access Period, Purchaser may only extend the Access Period by executing a new Order with ITW EAE.
- d. Accounts; Security. All Authorized Users are solely responsible for (a) any activity that occurs through use of their accounts and (b) updating and maintaining the accuracy of the information associated with their accounts, including but not limited to, their email addresses. All Authorized Users are solely responsible for securely storing their account information and password and agree to not share a username or password with any other person.

2. Use Restrictions. Purchaser (and each Authorized User) agrees to use the e-Learning Platform and Content solely for its own personal, internal learning purposes. Purchaser (and each Authorized User) shall not, and shall not permit any third party to: (a) copy, modify, or create derivative works or improvements of the e-Learning Platform (and/or any Content); (b) rent, lease, sell, sublicense, assign, distribute, publish, transfer, display, perform for commercial use, or otherwise make available the e-Learning Platform (and/or any Content) to any third party; (c) reverse engineer, disassemble, decompile, adapt, or otherwise attempt to derive or gain access to the source code of any of the e-Learning Platform; (d) input, upload, transmit any materials in the e-Learning Platform that are unlawful or injurious, or contain or transmit any virus, worm, malware, or other malicious computer code; (e) remove, delete, alter, or obscure any trademarks from the e-Learning Platform (and/or any Content); (f) access or use the e-Learning Platform (and/or any Content) in a manner that

infringes, misappropriates, or otherwise violates any third-party intellectual property right or applicable laws; or (g) otherwise access or use the e-Learning Platform (and/or any Content) beyond the scope of these Supplemental Terms. Any breach of this Section 2 may result in a termination by ITW EAE of these Supplemental Terms or suspension of Purchaser's access to the e-Learning Platform. These remedies are in addition to any additional remedies available to ITW EAE under applicable law.

3. Purchaser Obligations. Purchaser is responsible for obtaining the required system components, including sufficient and compatible hardware, software, telecommunications equipment, and Internet service, to access the e-Learning Platform. If Purchaser fails to meet the required system requirements, ITW EAE will not provide a refund to Purchaser. Purchaser is responsible for testing the system for any compatibility issues prior to signing an Order to purchase access to the e-Learning Platform.

4. Fees and Payment. Purchaser shall pay the fees as set forth in the applicable Order (“Fees”). Except as otherwise stated in an Order, invoices will be sent upon the beginning of the Access Period. All Fees are exclusive of taxes and similar assessments, and Purchaser is solely responsible for all sales, use, and excise taxes, and any other similar taxes, imposed by a governmental authority, other than any taxes imposed on ITW EAE's income. Standard terms of payment are thirty (30) days net from the date of ITW EAE's invoice, unless otherwise detailed on another executed ITW EAE document or agreed in writing by ITW EAE. If Purchaser fails to make any payment when due, then, in addition to all other remedies that may be available to it, ITW EAE may charge interest on the past due amount at 1.5% per month (or, if lower, the highest rate permitted under applicable law) and/or terminate or suspend Purchaser's (and its Authorized Users') access to the e-Learning Platform. Corporate training discounts are not applicable to the e-Learning Platform unless specifically agreed upon in an Order. Multi-user discounts may only be available if all licenses for Authorized Users are purchased under the same Order and such discount has been agreed to in the applicable Order. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALL FEES ARE NON-REFUNDABLE. REFUNDS WILL NOT BE PROVIDED IF A PURCHASER (OR ANY AUTHORIZED USER) FAILS TO COMPLETE THE APPLICABLE COURSE OR REGISTER AN ONLINE ACCOUNT DURING THE ACCESS PERIOD. REFUNDS WILL NOT BE PROVIDED IF PURCHASER DOES NOT USE ALL OF THE LICENSES PURCHASED IN AN ORDER.

5. Technical Support. ITW EAE will make commercially reasonable efforts to provide technical support Monday to Friday between the hours of 8am – 5pm Central Standard Time, excluding statutory holidays. Purchaser may contact ITW EAE with questions by emailing ITW EAE from the applicable registered email address at: training@itweae.com.

6. Intellectual Property Rights.

- a. Ownership by ITW EAE. As between the parties, all right, title, and interest in and to the e-Learning Platform (and all Content), including all intellectual property rights therein, are and will remain the property of ITW EAE, and, with respect to Third-Party Materials (defined below), the applicable third-party providers. As between the parties, subject to the limited license granted herein, all other rights in and to the e-Learning Platform (and all Content), are expressly reserved by ITW EAE. Purchaser should assume that everything contained in the e-Learning Platform is copyrighted, trademarked, or otherwise protected and owned or licensed by ITW EAE.
- b. Usage Data. In addition, Purchaser agrees that ITW EAE may collect usage data based on Purchaser's (and its Authorized Users') use of the e-Learning Platform (collectively, the “Usage Data”). Purchaser agrees that the Usage Data belongs exclusively to ITW EAE.

- c. Feedback. Any Feedback that Purchaser (or its Authorized Users) provides to ITW EAE will be and remains ITW EAE's exclusive property. "**Feedback**" means all ideas, suggestions, comments or other feedback Purchaser (or an Authorized User) communicate to ITW EAE related to the e-Learning Platform (or any Content). The submission of Feedback will constitute an assignment to ITW EAE, and Purchaser hereby assigns to ITW EAE all worldwide rights, title and interests in and to such Feedback, including all copyrights and other intellectual property rights in the Feedback.
- d. Trademark License. Upon the request of Purchaser, ITW EAE may, in its sole discretion, set up a customized landing page for e-Learning Tool for Purchaser and Purchaser's Authorized Users. Purchaser hereby grants to ITW EAE a non-exclusive, royalty-free, license, during the Term, to use, copy, display, publish, and publicly display Purchaser's brands, logos, trademarks and service marks (the "**Purchaser Marks**") in connection with branding a landing page for Purchaser. ITW EAE's use of the Purchaser Marks will be subject to Purchaser's written branding guidelines, which will be provided to ITW EAE upon execution of the applicable Order. All rights not expressly granted by Purchaser in and to the Purchaser Marks remains with Purchaser.

7. Third-Party Materials. The e-Learning Platform may contain or provide access or connect to third-party materials ("**Third-Party Materials**"), which belong to and remain with the respective owners of such Third-Party Materials. Such Third-Party Materials may be subject to various other terms and conditions imposed by the licensors of such Third-Party Materials. Purchaser agrees to comply with all terms and conditions contained in all agreement or terms of use relating to such Third-Party Materials.

8. Term and Termination. The term of these Supplemental Terms commences as of the Effective Date and, unless terminated earlier under these Supplemental Terms, will continue in effect until the expiration of the applicable Access Period(s), or as otherwise set forth in this Section (the "**Term**"). ITW EAE may terminate these Supplemental Terms and/or any Order, effective on written notice (a) if Purchaser (or an Authorized User) materially breaches these Supplemental Terms, and such breach is either incapable of cure or remains uncured thirty (30) days after receiving written notice of breach from ITW EAE. Upon any expiration or termination of these Supplemental Terms, all rights and licenses herein will immediately terminate, and Purchaser shall promptly return to ITW EAE or destroy all of the Content in its possession or control. Upon ITW EAE's request, Purchaser shall certify to ITW EAE in writing that it has complied with the requirements of this Section. The following sections will survive any expiration or termination of these Supplemental Terms: Sections 4 and 6 – 16.

9. Confidentiality. In connection with these Supplemental Terms, ITW EAE may disclose Confidential Information to Purchaser. Subject to the exclusions below, "**Confidential Information**" means information in any form marked "confidential" or otherwise should be reasonably known to be "confidential." Purchaser shall safeguard the Confidential Information using at least the degree of care it uses to protect its own information and in no event using less than reasonable care. Without limiting the foregoing, the e-Learning Platform (including all Content) and this Agreement are the Confidential Information of ITW EAE. Confidential Information does not include information that: (a) was rightfully known to the Purchaser without restriction; (b) was or becomes generally known by the public other than by the Purchaser's breach of this Agreement; (c) was or is received by the Purchaser on a non-confidential basis from a third party, and under no obligation to maintain confidentiality; or (d) the Purchaser can demonstrate by written or other documentary records was or is independently developed. The Purchaser shall only access or use Confidential Information as necessary to exercise its rights or perform its obligations under this Agreement and will only disclose

Confidential Information to those who need to know under this Agreement. Purchaser is solely responsible for any breach of this Section by it. If the Purchaser is compelled to disclose any Confidential Information, then, it shall: (y) promptly, and prior to such disclosure, notify the ITW EAE in writing; and (z) provide reasonable assistance to ITW EAE to oppose such disclosure or seek a protective order. If the Purchaser remains required by law to disclose such Confidential Information, the Purchaser shall disclose only that portion of the Confidential Information that it is legally required to disclose.

10. **NO WARRANTIES.** THE E-LEARNING PLATFORM (INCLUDING ALL CONTENT AND THIRD-PARTY MATERIALS) IS PROVIDED “AS IS.” ITW EAE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT OF THIRD PARTIES’ RIGHTS, OR THAT THE E-LEARNING PLATFORM (INCLUDING ALL CONTENT AND THIRD-PARTY MATERIALS) WILL COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS, BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR VIRUSES, OR ERROR-FREE. PURCHASER ACKNOWLEDGES AND AGREES THAT ITW EAE IS NOT RESPONSIBLE FOR ANY INFORMATION PROVIDED THROUGH A LINK TO OR FROM THE E-LEARNING PLATFORM OR THE THIRD-PARTY MATERIALS. WHILE AUTHORIZED USERS MAY RECEIVE CERTIFICATES OR OTHER DOCUMENTATION TO DOCUMENT COMPLETION OF A PARTICULAR COURSE (A “**CERTIFICATE**”), PURCHASER UNDERSTANDS AND AGREES THAT ANY SUCH CERTIFICATE IS NOT INTENDED TO REPLACE OR PURPORT TO BE A CERTIFICATE FOR ANY PROFESSIONAL ENGINEERING OR SAFETY CERTIFICATIONS AND/OR ANY OTHER CERTIFICATIONS. ITW EAE DOES NOT WARRANT OR GUARANTEE, AND HEREBY DISCLAIMS ANY WARRANTY OR GUARANTEE, THAT ACHIEVEMENT OF ANY CERTIFICATE MEANS THAT A PARTICULAR EMPLOYEE OR CONTRACTOR WILL MEET DESIRED HEALTH, SAFETY OR OTHER WORKPLACE REQUIREMENTS. From time to time, Purchaser understands that access to the e-Learning Platform may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance, and other related reasons outside of ITW EAE’s reasonable control. ITW EAE will take all commercially reasonable steps to ensure access is restored within a reasonable period of time.

11. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) SHALL ITW EAE OR ANY OF ITS AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, SHAREHOLDERS, DIRECTORS, OFFICERS, THIRD-PARTY MATERIALS PROVIDERS, LICENSORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE “**ITW PARTIES**”) BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, LOSS OF PRODUCTIVITY OR CONTRACT, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PURCHASER AGREES THAT IN NO EVENT WILL THE ITW PARTIES BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT ITW EAE RECEIVED FROM THE PURCHASER FOR ACCESS TO THE E-LEARNING PLATFORM UNDER THE APPLICABLE ORDER IN THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION FIRST AROSE, EVEN IF AN ITW PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY PURCHASER. PURCHASER (AND ITS AUTHORIZED USERS’) USE OF THIS E-LEARNING PLATFORM IS AT ITS SOLE RISK AND ANY CONTENT THAT IS DOWNLOADED IS AT ITS OWN DISCRETION AND RISK. THE ITW PARTIES ARE NOT LIABLE FOR ANY CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF ANY THIRD PARTIES THAT AFFECT OR ADVERSELY IMPACT THE E-LEARNING PLATFORM.

12. Indemnification. Purchaser agrees to defend, indemnify and hold the ITW Parties harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to Purchaser's (or its Authorized Users') use or misuse of the e-Learning Platform, including, but not limited to any violation of these Supplemental Terms or any applicable laws or regulations. The ITW Party reserves the right to defend any such claim, and Purchaser agrees to provide the ITW Party with such reasonable cooperation and information as may be requested.
13. Assignment. Purchaser may not assign, transfer or delegate its rights or obligations under these Supplemental Terms (in whole or in part). These Supplemental Terms are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
14. Governing Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision. Any action or proceeding arising out of or related to this Supplemental Terms will be instituted in Minneapolis, Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts. Service of process by mail to such party's address set forth in the applicable Order shall be effective service of process for any such action.
15. Notices. All notices hereunder (each, a "Notice") must be in writing and sent to the address set forth in the applicable Order (or to such other address that may be designated by the party in writing). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). A Notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.
16. Miscellaneous. The relationship between the parties is that of independent contractors and nothing in these Supplemental Terms shall be construed as creating any agency, partnership, joint venture, or other joint relationship between the parties. The headings in these Supplemental Terms are for reference only. ITW EAE may use Purchaser's name, logo, trademark, or service mark, including in any customer list or in advertising or promotional material; in each case, without Purchaser's prior written approval. Nothing herein, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any kind. If a provision is invalid, illegal, or unenforceable in any jurisdiction, it shall not affect any other provision in these Supplemental Terms or render unenforceable such provision in any other jurisdiction. Upon any such determination of invalidity, illegality, or unenforceability, the parties shall negotiate in good faith to modify these Supplemental Terms so as to affect the original intent of the parties as closely as possible. In no event will ITW EAE be liable to Purchaser in the event failure or delay occurs due to any circumstances beyond its reasonable control, such as fire, explosion, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, regulatory or governmental bodies, power outages, acts of computer hackers and others acting outside the law. No waiver by any party of any of the provision shall be effective unless set forth in writing. No failure to exercise, or delay in exercising, any rights arising from these Supplemental Terms will operate or be construed as a waiver thereof. Purchaser agrees that a breach or threatened breach under Sections 2, 6, or 9 would cause ITW EAE irreparable harm for which monetary damages would not be an adequate remedy, and ITW EAE will be entitled to equitable relief (without any requirement to post a bond or other security). ITW EAE will not be required to prove actual damages or that monetary damages are inadequate. Such remedies are in addition to all other remedies that may be available at law, in equity, or otherwise.

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