



TRAINING AGREEMENT

THIS TRAINING AGREEMENT (this “Agreement”) is made effective as of [month] [day], 2021 (the “Effective Date”), by and between **TMEIC Corporation**, a Delaware corporation (“TMEIC”) and [-**legal name of company receiving training**-], a [state] [limited liability company -or- corporation-] (“Company”). TMEIC and Company are sometimes hereinafter referred to individually as a “Party” and collectively, as the “Parties.”

- A. TMEIC is in the business of, among other things, selling technology, products, and automation to industries worldwide (the “TMEIC Equipment”); and
- B. Company would like to receive the training on TMEIC Equipment (the “Training”); and
- C. TMEIC is willing to provide the Training to Company, and Company is willing to participate in such Training, in each case on and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. The above recitals are hereby incorporated by reference into, and made an integral part of, this Agreement. The Training does not authorize or qualify Company, or any of its employees or representatives that may receive the Training, to perform any work or render any service with respect to the TMEIC Equipment, whether as an authorized service provider, or otherwise. If Company would like to become a TMEIC authorized, it must first enter into an authorized service provider agreement with TMEIC. The Training will only provide an overview of the TMEIC Equipment. The Training will present information to facilitate Company’s ability to communicate with TMEIC’s customer support functional unit and communicate potential warranty and site information. Notwithstanding the foregoing, Company is solely responsible for the competency and safety of its employees and representatives, and TMEIC shall have no liability whatsoever for the competency or safety of any Company employees or representatives.
2. As between TMEIC and Company, Company is the common law employer of each of its employees and representatives, and not TMEIC. To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless TMEIC and/or its affiliates and/or their respective shareholders/members, directors/managers, officers, employees, agents and/or representatives (collectively, the “TMEIC Parties”) from and against any and all claims, demands, suits, judgements, losses, damages, liabilities, costs, expenses and obligations of any kind whatsoever (including, without limitation, reasonable attorneys’ fees), contingent or otherwise, asserted by any third-party, including, without limitation, any Company employee or representative, and any owner or end-user of the TMEIC Equipment, against any of the TMEIC Parties as a result of any recipient of the Training sustaining personal injuries or property damage, or any recipient of the Training causing any third-party to suffer personal injury or property damage, including, without limitation, property damage to any TMEIC Equipment or equipment adjacent to or connecting with TMEIC Equipment.
3. Without the prior written consent of TMEIC, Company shall not, and shall not permit any Company employee or representative to, modify, reproduce, copy or publish, or disseminate, distribute or disclose to any third party (including affiliates), the Training, any associated materials, or any portion or summary thereof. TMEIC retains all intellectual property rights with respect to the Training.
4. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OR IN ANY DOCUMENT CONTEMPLATED HEREBY, IN NO EVENT SHALL TMEIC BE LIABLE, REGARDLESS OF LEGAL THEORY (WHETHER NOW EXISTING OR HEREAFTER RECOGNIZED), FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY LIABILITY OF ANY KIND IN EXCESS OF THE AMOUNT ACTUALLY PAID BY COMPANY TO TMEIC (IF ANY) FOR THE TRAINING THAT GAVE RISE TO THE LIABILITY.**

5. This Agreement is the entire agreement between TMEIC and Company with regard to the subject matter hereof, and supersedes any prior understandings or agreements with respect thereto. This Agreement does not obligate either Party to enter into any further agreements. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement. Each provision of this Agreement that provides for a limitation of liability, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by TMEIC to Company and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the Training has failed of its essential purpose. This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, regardless of choice of law rules. All disputes arising out of or in connection with this Agreement, its enforceability, or the transactions contemplated hereby shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be conducted in Roanoke, Virginia, USA. All arbitration proceedings shall be conducted in the English language. The arbitrators shall not have the authority or power to modify or alter any express condition or provision of this Agreement, or to render an award which by its terms has the effect of altering or modifying any express condition or provision hereof. The award and any order of the arbitrators shall in writing, in the English language, and shall be final and binding on all parties to such arbitration, and judgment thereon may be entered in any court having jurisdiction thereof. COMPANY AND TMEIC HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. The provisions of this Agreement shall survive for the longest period permissible under applicable law.

IN WITNESS WHEREOF, the Parties have caused this Training Agreement to be made effective by and through their duly authorized representative as of the Effective Date.

TMEIC:

TMEIC CORPORATION

By: _____

Name: _____

Title:

Date: _____

COMPANY:

[-LEGAL NAME OF COMPANY RECEIVING TRAINING-]

By: _____

Name: _____

Title: Authorized Representative _____

Date: _____