

These Terms and Conditions (“*Terms*”) together with the terms indicated on the Advantest quotation and sales order acknowledgement govern the provision and performance of training (“*Training(s)*”) to a customer (“*Customer*”) by the Advantest entity set forth on the applicable sales order acknowledgement (“*Advantest*”).

1. DEFINITIONS

- a. “*Advantest Dojo*” means the cloud-based eLearning online training system and service available through *myAdvantest*.
- b. “*Advantest Software Playground*” means an environment for practicing and executing lab simulation tests, which may be provided in connection with Training Courses.
- c. “*Application Software*” means Advantest proprietary software, test methods and other similar or related applications or software developed by Advantest for use with Advantest’s products for the purposes of testing Customer’s integrated circuit products or devices.
- d. “*Application Training Credit(s)*” means vouchers for Standard Training Courses in connection with Application Software.
- e. “*Classroom Training*” means any training course held in person at an Advantest-designated training location or in a “virtual classroom” via videoconference or webmeeting tool.
- f. “*Customer System Specification*” means the system requirements that Customer needs for his/her own IT equipment to be able to use *myAdvantest* and any applicable eBusiness Services, such as Advantest Dojo or the Advantest Software Playground.
- g. “*Custom Training Course(s)*” means any non-standard Classroom Training course, which is adapted to meet Customer’s specific requirements.
- h. “*Entitlement*” means the right to register for an Online Training. An Entitlement must be used for registration within a period of six (6) months following the receipt of the Entitlement (“*Entitlement Validity Period*”) and otherwise expires.
- i. “*eBusiness Services*” means the online content and services made available to Advantest customers (including Customer) and business partners via *myAdvantest*. For the avoidance of doubt, Advantest Dojo and the Advantest Software Playground are eBusiness Services.
- j. “*eBusiness Terms*” means the terms and conditions that further govern a customer’s or business partner’s use of eBusiness Services or other content available through *myAdvantest*. For the avoidance of doubt, these Terms constitute eBusiness Terms with respect to Customer’s use of Advantest Dojo.
- k. “*Maintenance Training Credit(s)*” means vouchers for Standard Training Courses in connection with service and support of Advantest’s products and services.
- l. “*myAdvantest*” means Advantest’s eBusiness platform for offering products and services, including providing access to Advantest Dojo.
- m. “*myAdvantest Terms*” means the Terms of Use for *myAdvantest*, which govern Customer’s and its users’ use of *myAdvantest*, a copy of which can be found at <https://my.advantest.com/static/terms>, as modified by Annex 1 hereto.
- n. “*Online Training*” means any training course delivered web-based through Advantest Dojo.
- o. “*Standard Training Course(s)*” means any Advantest training course offered to Customer with a preset training curriculum. Standard Training Courses may be provided as Online Training or Classroom Training.
- p. “*Training Course(s)*” means (i) Standard Training Courses provided as Classroom Trainings or Online Trainings, or (ii) Custom Training Courses provided as Classroom Trainings.
- q. “*Training Credit(s)*” means Application Training Credits and Maintenance Training Credits.
- r. “*Training Documentation*” means the user and training manuals, course materials, guidelines, instructions or similar materials and documentation provided to Customer or otherwise made available to Customer by Advantest through *myAdvantest* in connection with a Training Course.
- s. “*User Content*” means the user data or any other content Customer uploads, generates, saves to its *myAdvantest* account or any eBusiness Services, or otherwise makes available to Advantest in connection with the Training Courses or the Advantest Software Playground.

2. PRICES

- a. **Price.** Prices are valid for the period indicated on the Advantest quotation or as indicated in the *myAdvantest* store. Notwithstanding the foregoing, Advantest

reserves the right to adjust its prices and fees at any time without prior notice; *provided, however*, that purchase orders accepted by Advantest via a sales order acknowledgement prior to the effective date of such adjustments shall not be subject thereto.

- b. **Tax.** Prices exclude any sales, value added, use, withholding or other similar taxes and charges or any import duties or other assessments imposed by any government or taxing authority (collectively, “sales related taxes and assessments”), all of which shall be payable by Customer in addition to the purchase price if applicable. If exemption from taxes is claimed, Customer shall provide a certificate of exemption. Unless otherwise stated in Advantest’s invoice, Customer agrees to pay any and all such sales related taxes and assessments in connection with these Terms or any sales order acknowledgement. As may be required by such government or taxing authority, Advantest is entitled to adjust or gross up the invoice price in order to recover such sales related taxes and assessments.

3. PREREQUISITES

- a. Training participants must comply with Training Course prerequisites stated in Training descriptions before registering for Training Courses. Advantest may exclude a participant who does not comply with the applicable Training Course prerequisites from such Training Course.
- b. By participating in any Online Training through Advantest Dojo, Customer shall agree to the following:
 - (i) Customer shall keep its IT equipment in good operating condition and equipped with current software versions according to the Customer System Specification.
 - (ii) Customer shall follow operating procedures as specified in Advantest’s documentation for the Advantest Dojo.

Customer is responsible for ensuring that all User Content is used and processed in a legally permissive manner and that the data and content does not violate the rights of third parties or other rights or applicable laws. Customer agrees to indemnify Advantest from all losses, costs, and payments (including all reasonable attorneys’ fees, associated court costs, and expenses) arising from a third-party claim due to any such violation of rights or applicable law in connection with any User Content. This includes legal costs up to the amount of the statutory fees.

4. CORE SERVICES

- a. **Services.** Advantest will deliver all Training Courses in a commercially reasonable professional manner and in accordance with generally recognized practices and standards. Advantest may select qualified subcontractors to provide Training Courses. Advantest retains the right, at its sole discretion, to design and revise the content of Training Courses.
- b. **Advantest Software Playground.** Advantest may provide access to Advantest Software Playground to Customer in connection with a Training Course. Any use of Advantest Software Playground by Customer is for Training purposes only.
- c. **Purchase order and sales order acknowledgement.** Customer may purchase Training Courses or Training Credits by issuing a purchase order to Advantest. All purchase orders are subject to acceptance by Advantest in accordance with the applicable Advantest quotation and shall reference the corresponding Advantest quotation number. Customer shall issue the purchase order at least ten (10) working days prior to the start date of the Training Courses. Advantest reserves the right to reject any purchase order that is inconsistent or conflicts with the applicable quotation.
- d. **Training Credit(s).** Customer may use Training Credits towards the purchase of future Standard Training Courses.
- e. **Training Credit(s) validity.** Training Credits will expire twelve (12) months after the date Advantest receives the purchase order for such Training Credits.
- f. **Training Credit(s) conditions.** Each Training Credit is valid only for one (1) person to attend one (1) Standard Training Course with a maximum duration of five (5) training days. Longer Training Courses require additional Training Credit(s).
- g. **Training Credit(s) usage.** Maintenance Training Courses require the use of two (2) Training Credits and Application Training Courses require the use of one (1) Training Credit.
- h. **Insufficient Training Credit(s).** If Customer does not have sufficient Training Credits to enroll in a Standard Training Course, Advantest will request Customer to place a purchase order for the remaining number of Training Credits needed to attend such Standard Training Course.

5. CUSTOMER RESPONSIBILITIES

- a. **Visas and Work Permits.** Customer is responsible for applying for and procuring any required visas or work permits for its personnel to attend Training Courses.

- b. **myAdvantest Accounts.** Participants in Training Courses and any participants that use the Advantest Software Playground require accounts on *myAdvantest*. Customer is responsible for ensuring that all such participants register for such accounts.

6. INVOICE AND PAYMENT

- a. **Invoice.** If Training Courses or Training Credits are included in the purchase of any Advantest products or services such Training Courses or Training Credits shall be invoiced in the system invoice. Otherwise, Classroom Training shall be invoiced upon completion. Online Training through Advantest Dojo shall be invoiced upon delivery of the Entitlement to the Online Training. Training Credits shall be invoiced upon acceptance of the purchase order via a sales order acknowledgement.
- b. **Payment date.** Payment terms are subject to Advantest credit approval. All payments are due thirty (30) days from the date of Advantest's invoice. Advantest may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.
- c. **Late payment.** Advantest, at its sole option, may assess a fee for any late payments at a rate of one and one half percent (1.5%) per month, or the maximum permitted by law, if less.
- d. **Discontinuance of performance.** Advantest may suspend or discontinue performance if Customer fails to pay any sum due, or fails to perform under these Terms if, after five (5) days' written notice, the failure has not been cured.

7. LIMITATIONS

- a. **Travel and accommodations.** Classroom Training prices are exclusive of, and Customer is solely responsible for, any expenses or costs incurred in connection with the attendance or participation of Customer's personnel in any Classroom Training, including costs of accommodation, travel, incidentals, or any applicable value-added or goods and services tax imposed by any national or local governmental authority or agency on any amounts payable by Customer in connection with these Terms.
- b. **Disclaimer.** Not all Training Courses described in these Terms are available to every Customer or in every country worldwide. Advantest will not be responsible for any business or other decisions made, or actions taken by Customer, based on any material or Training Courses supplied. Customer will have sole responsibility for accomplishing any objective for which Customer purchases any Training Courses hereunder. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THESE TERMS, ADVANTEST HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY TRAINING COURSE OR TRAINING DOCUMENTATION PROVIDED IN CONNECTION WITH THESE TERMS, INCLUDING (i) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR USAGE OF TRADE AND (ii) ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY, SCOPE, EFFECTIVENESS OR USEFULNESS OF ANY TECHNOLOGY OR ANY INVENTION.
- c. **Limitation of Liability for Classroom Training.**
- (i) Advantest shall only be liable for any damage, irrespective of the legal grounds (e.g., from contractual or quasi-contractual obligations, breach of duty, or tort), if it culpably violates a material contractual obligation in a manner that jeopardizes the purpose of these Terms of Use or if the damage is due to gross negligence or intent.
- (ii) Material contractual obligations are obligations the fulfillment of which are essential for the proper performance of these Terms of Use and the observance of which You may regularly rely on, the breach of which jeopardizes the achievement of the purpose of these Terms of Use from Your perspective.
- (iii) The limitation of liability shall also apply in the event of fault on the part of an employee, staff member, vicarious agent or representative of Advantest or its Affiliates. Liability for damage not caused intentionally or by gross negligence shall be limited in total to the foreseeable damage typical for these Terms of Use. In addition, liability is excluded in the case of simple negligence.
- (iv) The above exclusion of liability shall not apply to injury to life, limb or health, to liability under the German Product Liability Act (ProdHaftG) or to other cases in which Advantest's liability cannot be excluded or limited under mandatory law.
- d. **Limitation of Liability for Online Training.** ADVANTEST'S, ITS AFFILIATES', AND ITS AND THEIR SUBCONTRACTORS' AND SUPPLIERS' LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS FOR ONLINE TRAINING THROUGH ADVANTEST DOJO SHALL BE AS SET FORTH IN AND GOVERNED BY THE MYADVANTEST TERMS, UNLESS AND TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN. **THE REMEDIES IN THE MYADVANTEST TERMS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS**

OR LIABILITIES THAT ARE ASSERTED OR MAY BE ASSERTED UNDER OR IN CONNECTION WITH ONLINE TRAINING.

8. SCHEDULING AND CANCELLATION PROCESSES

- a. **Registration.** Customer shall contact Advantest's local sales representative or go to <https://www.trainings.my.advantest.com> to register for Standard Training Courses. For Online Training, registration takes place through Advantest Dojo. Any Standard Training Course provided as Online Training must be completed within the stipulated duration from the date of registration, as defined in the product description ("**Availability Period**"). Customer may also receive access to Advantest Software Playground in connection with registration of a Training Course. In addition, as noted in Section 5.b., participants in Trainings will be required to create accounts on *myAdvantest* in order to participate in any Online Trainings or use the Advantest Software Playground.
- b. **Notifications.** For Classroom Training, Advantest will provide a separate notification of the date and location of the Training Courses. Customer should not make travel arrangements prior to the receipt of the above notification. For Online Training, Advantest will provide the necessary instructions for Customer to commence with the Training Course upon registration.
- c. **Cancellations and Rescheduling Requests by Customer.** Customer may cancel any purchase order for Classroom Training, upon written notice to Advantest. Cancellation charges for Classroom Training shall apply as follows: one hundred percent (100%) of the net Training Course price if cancelled ten (10) working days or less prior to the scheduled start date of the Classroom Training. Failure to attend Training Courses after receipt of the notification set forth in Section 8.b. hereof will be deemed to be a cancellation by Customer. Advantest may also, at its discretion, apply any unused Training Credits toward the Training Course price; however, unused Training Credits are non-transferable and may not be used for the purchase of any goods or services from Advantest at any time. Customer may request an alternative date for the scheduled Classroom Training, by providing notice within ten (10) working days prior to the scheduled start date of the Training Courses. Advantest reserves the right, at its sole discretion, to refuse a rescheduling request. If Advantest refuses such request, Advantest, at its sole discretion, shall, at its option, (i) provide an alternate date for the Classroom Training, (ii) refund Customer the Training Course fee paid or (iii) where Training Credits had been applied to such Training, permit Customer to re-use such Training Credits toward another Training Course that is held during the validity period of the Training Credits. Advantest will be entitled to compensation or costs arising from any such rescheduling.

Purchase orders for Online Training may not be canceled. Registration for an Online Training can be changed and any applicable Entitlement can be re-used without charges within (10) days after registration to an Online Training, however only if the Online Training was not started yet and within the Entitlement Validity Period only.

- d. **Rescheduling and Cancellation by Advantest.** Advantest reserves the right to cancel or reschedule a Training Course until no later than ten (10) working days prior to the scheduled start date of the Training Course. In case of a cancellation by Advantest, Customer's sole remedy shall be receipt of a refund of the Training Course fee paid or, where Training Credits had been applied to such Training, re-use of such Training Credits toward another Standard Training Course that is held during the validity period of the Training Credits.

9. INTELLECTUAL PROPERTY OWNERSHIP

Advantest retains all rights, title and interest in and to all Training Documentation and all of the intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trade secrets, know-how and other confidential information, trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to all Training Courses, work product and other materials that are delivered to Customer under these Terms or prepared by or on behalf of Advantest in the course of performing any Training hereunder. Neither the Training Documentation, nor any part thereof, may be reproduced (including but not limited for purposes of text- and data mining) or processed, translated, disseminated, presented or otherwise used for third party consumption without the prior written consent of Advantest.

10. COPYRIGHT PROTECTION

Customer acknowledges that the Training Documentation and other content available via the Advantest Dojo are protected by intellectual property laws, including copyright and trademark laws of various countries as well as other laws and various agreements. These Terms do not grant Customer any ownership interest in or to the Training Documentation or other content, but only a limited right of use that is revocable in accordance with the terms of these Terms. Customer shall reproduce and apply any copyright or other proprietary notices included on or in the Training Documentation and any other content to any copies thereof, in whole or in part, in any form.

11. GENERAL

- a. **Force Majeure.** Neither party will be liable to each other for breach of contractual obligations to the extent that such breach is due to force majeure. Force majeure includes, but is not limited to, wars, civil wars, catastrophes, acts of terrorism, epidemics, pandemics, quarantines, and governmental actions that are beyond the control of the parties. Force majeure also includes cyberattacks that cannot be prevented or rendered harmless with reasonably expected care. Immediately after the occurrence of the force majeure event, the affected party shall notify the other party, of the event, the time of occurrence, and the anticipated impact on its ability to perform its obligations under these Terms of Use. The notification must be in written form.
- b. **Hardship.** If, prior to or during the course of the performance of these Terms, the terms and conditions contained in these Terms shall cease to be fair or become inequitable due to factors beyond the control of the parties hereto, including substantial changes in economic circumstances, then the parties hereto shall discuss how far such situation can be taken into account and shall further review any or all provisions of these Terms as may be necessary.
- c. **Assignability; Third Party Beneficiaries.** Customer may not delegate, assign, or transfer these Terms, the *myAdvantest* Terms or any eBusiness Terms, without prior written consent of Advantest. Any attempt to do so shall be null and void. These Terms, the *myAdvantest* Terms and any eBusiness Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms, the *myAdvantest* Terms or any eBusiness Terms.
- d. **Export Compliance.** *myAdvantest* and the eBusiness Services utilize software and technology or provide access to software, technology, or technical information that may be subject to export control laws, conventions, and regulations, including the United States Export Administration Regulations and other rules and regulations of the Bureau of Industry and Security of the United States Department of Commerce and the rules and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release *myAdvantest* or eBusiness Services or the software, technical information, or technology included on *myAdvantest* or any eBusiness Services to, or make *myAdvantest* or any eBusiness Services or the software, technical information, or technology included in any of the foregoing accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Customer shall comply with all laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-users, unless written authorization is obtained from the appropriate government. Advantest may suspend performance of *myAdvantest* or any eBusiness Service in its sole discretion if Advantest believes that Customer is in violation or threatened violation of applicable laws or regulations. As part of Advantest's export compliance program, Advantest may require Customer to provide end user statements as well as trade compliance statements and export policy statements regarding any technical information, technical data, or software licensed to or accessed by Customer.
- e. **Place of Performance, Applicable Law, Jurisdiction.** These Terms, the *myAdvantest* Terms and any applicable eBusiness Terms shall, in their application and interpretation, unless otherwise specified, be subject exclusively to the laws of Germany without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of any other jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11th, 1998 shall not apply and is excluded. Customer hereby agrees to the exclusive jurisdiction of, and agree to bring any action, dispute, litigation or proceeding arising in connection with these Terms, the *myAdvantest* Terms, *myAdvantest*, or any eBusiness Service, only in the Courts of Munich in Germany. Customer waives any and all objections to the exercise of jurisdiction over Customer by such courts and to venue in such courts.
- f. **Continuity.** Provisions herein which by their nature extend beyond the expiration or termination of any performance of Trainings shall remain in effect until fulfilled.
- g. **Confidentiality.** Customer shall keep confidential and not disclose to any third party the provisions of these Terms, and any other non-public information disclosed to Customer by Advantest, including technical data or Training Documentation or pricing information, or terms contained in or attached to Advantest's quotation, sales order acknowledgement and invoice. As between Advantest and Customer, Advantest retains all intellectual property rights to and ownership interest in any Advantest confidential information disclosed or provided to Customer arising from or related to these Terms. Any disclosure without Advantest's prior written consent could cause irreparable harm and significant injury that monetary damages may be inadequate to remedy and may entitle Advantest to injunction relief or equitable relief in addition to monetary damages. No rights in any confidential or proprietary information of Advantest shall be transferred to Customer by virtue of its purchase of any Training from Advantest.
- h. **Waiver and Severability.** No waiver by Advantest of any term or condition set out in these Terms, the *myAdvantest* Terms or any eBusiness Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Advantest to assert a right or provision under these Terms, the *myAdvantest* Terms or any eBusiness Terms shall not constitute a waiver of such right or provision. If any provision of these Terms, the *myAdvantest* Terms or any eBusiness Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms, the *myAdvantest* Terms and the applicable eBusiness Terms will continue in full force and effect.
- i. **Entire Agreement.** These Terms, together with the *myAdvantest* Terms, our Privacy Policy, and any applicable eBusiness Terms, constitute the sole and entire agreement between Customer and Advantest regarding the Trainings and, to the extent applicable, Customer's use of and access to *myAdvantest* and the eBusiness Services, and supersede all prior and contemporaneous understandings, agreements, arrangements, representations, and warranties, whether written or oral and whether express or implied, regarding *myAdvantest*, including the content, functionality, or services offered on or through *myAdvantest*. These Terms, the *myAdvantest* Terms and any applicable eBusiness Terms take precedence over any additional or different terms and conditions provided by Customer, including those contained in any purchase order, which shall not apply and to which notice of objection is hereby given by Advantest. No change or modification of any of these Terms, the *myAdvantest* Terms or any eBusiness Terms will be valid or binding on Advantest unless in writing and signed by Advantest's authorized representative.
- j. **No Reverse Engineering.** Customer shall not directly or indirectly reverse engineer, disassemble or decompile any technology, software, prototype, or other tangible objects which are provided pursuant to these Terms.
- k. **Notice.** Any notice, request, consent, claim, demand, or other communication to be given or delivered to a party under or by reason of a provision of these Terms and the *myAdvantest* Terms shall be in writing (including via email).
- l. **Interpretation.** For purposes of these Terms, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to these Terms as a whole.
- m. **Data Protection.**
- (i) **Personal Data:** Advantest will comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, disclosure, and other processing of Customer's personal data. For information regarding the processing of Customer's personal data in connection with Customer's use of *myAdvantest* or any eBusiness Service, please visit the *myAdvantest* Privacy Policy, available at <https://my.advantest.com/static/privacy>. For information regarding the processing of Customer's personal data in connection with Classroom Training, please visit: <https://www.advantest.com/en/customer-services/customer-training/onsite-training-cu/>.
- (ii) **User Content:** Without limiting Section 7.b. or any disclaimers or limitations of liability set forth in any terms incorporated by reference herein, Advantest will implement commercially reasonable measures designed to meet the following objectives: (a) secure User Content against accidental or unlawful loss, access, or disclosure; (b) protect against any anticipated threats or hazards to the security or integrity of such User Content; and (c) protect against unauthorized access to or use of such User Content.

ANNEX 1 TO TERMS AND CONDITIONS OF CUSTOMER TRAINING (ADVANTEST EUROPE GmbH):

The following Sections of the myAdvantest terms of use shall be replaced as follows:

Section 2: *myAdvantest* is made available and offered to You conditioned on Your acceptance, without modification, of the terms, conditions, and notices contained herein. By registering for and using *myAdvantest*, You agree to these Terms of Use. Advantest reserves the right to change these Terms of Use at any time. You will be notified of any changes to the Terms of Use by Advantest with four (4) weeks of notice. Changes to these Terms of Use shall be deemed to have been accepted by You if You expressly agree to the modifications or do not object to such modifications within four (4) weeks of being notified of such modifications. Any objection that you raise must be in written form. In the notification of the modifications, Advantest will inform You about the consequences of not objecting to the modifications.

Section 11: Advantest reserves the right to alter the content of the information appearing on *myAdvantest*, withdraw or discontinue any product, functionality, content or service (including product descriptions and product prices), interrupt, suspend or cease the operation of *myAdvantest*, in whole or in part, and to deny, restrict or revoke User registration or access or to delete User Content or any part thereof at its sole discretion without liability to any person. The aforementioned actions will only be performed after Advantest has notified You in advance. Except as may be expressly set forth in the Terms of Use or in any applicable eBusiness Terms, Advantest will not be liable if, for any reason, all or any part of *myAdvantest* is unavailable at any time or for any period.

Section 13: You agree that:

- a) Advantest shall only be liable for any damage, irrespective of the legal grounds (e.g., from contractual or quasi-contractual obligations, breach of duty, or tort), if it culpably violates a material contractual obligation in a manner that jeopardizes the purpose of these Terms of Use or if the damage is due to gross negligence or intent.
- b) Material contractual obligations are obligations the fulfillment of which are essential for the proper performance of these Terms of Use and the observance of which You may regularly rely on, the breach of which jeopardizes the achievement of the purpose of these Terms of Use from Your perspective.
- c) The limitation of liability shall also apply in the event of fault on the part of an employee, staff member, vicarious agent or representative of Advantest or its Affiliates. Liability for damage not caused intentionally or by gross negligence shall be limited in total to the foreseeable damage typical for these Terms of Use. In addition, liability is excluded in the case of simple negligence.
- d) The above exclusion of liability shall not apply to injury to life, limb or health, to liability under the German Product Liability Act (ProdHaftG) or to other cases in which Advantest's liability cannot be excluded or limited under mandatory law.

Section 22: These Terms of Use shall, in their application and interpretation, unless otherwise specified, be subject exclusively to the laws of Germany without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of any other jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11th, 1998 shall not apply and is excluded. You hereby agree to the exclusive jurisdiction, and agree to bring any action, dispute, litigation, or proceeding arising in connection with these Terms of Use, *myAdvantest*, or any eBusiness Service, only in the court of Munich, Germany. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

Section 30: Neither party will be liable to each other for breach of contractual obligations to the extent that such breach is due to force majeure. Force majeure includes, but is not limited to, wars, civil wars, catastrophes, acts of terrorism, epidemics, pandemics, quarantines, and governmental actions that are beyond the control of the parties. Force majeure also includes cyberattacks that cannot be prevented or rendered harmless with reasonably expected care. Immediately after the occurrence of the force majeure event, the affected party shall notify the other party, of the event, the time of occurrence, and the anticipated impact on its ability to perform its obligations under these Terms of Use. The notification must be in written form.