

TRAINING SERVICES CONSENT AND RELEASE AGREEMENT

This Training Services Consent and Release Agreement ("Agreement"), between the customer ("Customer") and Climax Portable Machine Tools, Inc. ("Climax") describes the terms under which Climax will provide training and consulting services ("Services") to Customer's employees ("Participants").

1. Limited License. Climax will retain all intellectual property rights related to or associated in any way with the materials Climax makes available to the Participants (the "Materials") and to Climax's machinery, equipment or other products (the "Climax Products"); however, Climax grants the Participants permission to use the Materials in connection with Customer's use of the Climax Products.

2. Confidentiality. To the extent Participants receive any Confidential Information, Customer will ensure those Participants (a) use that Confidential Information only for the purposes contemplated by Customer and Climax and in any event not to the detriment of Climax; (b) do not disclose the Confidential Information to anyone other than to other employees of Customer with a need to know and who have agreed to be bound by the restrictions in this Section 2; and (c) use the same degree of care to protect the Confidential Information they use with respect to Customer's valuable proprietary information but in any event the level of care a reasonably prudent business person would use under similar circumstances. For purposes of this Section, the term "Confidential Information" means all technical and non-technical information provided by or on behalf of Climax to Customer, or observed by Customer during visits to or in interactions with employees or agents of Climax, regarding Climax or any of its affiliates, including without limitation patents and patent applications; trade secrets; proprietary information; ideas; samples; media; techniques; sketches; drawings; works of authorship; models; inventions; know-how; processes; apparatuses; equipment; algorithms; software programs; software source documents; formulae related to current, future and proposed products and services; information concerning research, experimental work, development, design details, design specifications and engineering; financial information; procurement requirements; customer lists; information concerning purchasing, manufacturing, investors, employees, and business and contractual relationships; business forecasts, sales, merchandising and marketing plans; and information Climax provides regarding third parties. The term "Confidential Information" will not include information that Customer conclusively documents: (v) was in the public domain at the time it was communicated to Customer or the Participants by or on behalf of Climax; (w) entered the public domain through no fault of Customer or the Participants after it was communicated to Customer or the Participants by or on behalf of Climax; (x) was in Customer's or the Participants' possession free of any obligation of confidence at the time it was communicated to Customer by or on behalf of Climax; (y) was rightfully communicated to Customer or the Participants free of any obligation of confidence after it was communicated to Customer or the Participants by or on behalf of Climax; or (z) was developed by the Participants or employees or agents of Customer independently of and without reference to any information communicated to Customer or the Participants by or on behalf of Climax.

3. Nonsolicitation. Climax will not directly or indirectly approach, solicit or hire any Participant, and Customer will not directly or indirectly approach, solicit or hire any Climax employee who provided Services to the Participants, either during the provision of Services or

for one year following completion of the Services. Placing a general "help wanted ad" will not constitute a breach of the duty not to approach or solicit an employee.

4. Customer's Obligations; Release. Customer will select Participants who have the appropriate experience, skills and intelligence, who have a desire to learn and who are likely to benefit from the Services. Climax cannot control whether Participants learn, retain and/or apply the information presented by Climax and therefore cannot guarantee any particular outcomes. While Climax may issue certificates of attendance to the Participants, the issuance of a certificate to a Participant does not constitute Climax's endorsement of that Participant or Climax's conclusion that Participant is qualified to install, operate or service the Climax Products or any other products. Customer is responsible for evaluating each Participant's abilities and assigning Customer's personnel appropriately. Customer will ensure that anyone that uses Climax Products has read and complies with all safety instructions, owners' manuals and operating instructions for the Climax Products. Except with respect to a breach by Climax of its obligations under Section 3 of this Agreement, Customer releases and forever discharges Climax, its owners, directors, officers, employees, agents, affiliates and insurers (together, the "Climax Affiliates") from any and all injury, claims, demands, actions, lawsuits, causes of action, attorney fees, losses, damages, expenses and any and all liability of any nature whatsoever, resulting directly or indirectly from, or growing out of, in any manner, Participants' visit to any Climax facility or receipt of the Services or use of the Materials. Customer will hold harmless, indemnify, defend and reimburse the Climax Affiliates from and for any sums, costs or expenses (including attorney fees) incurred or paid by them to any person (including Participants, Customer and their insurers) in connection with any accident, injury, death, loss or damage sustained by any Participant in the course of receiving the Services.

5. Climax Disclaimers and Limitations. Climax provides the Services and Materials **AS IS and disclaims all express and implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, title and noninfringement.** Climax will not be liable to Customer for any direct, indirect, special, incidental or consequential damages related to the Services, the Materials or this Agreement, and in no event will Climax's total liability to Customer in connection with the Services or Materials exceed the sum of \$1,000.

6. Guidelines and Policies. Customer will ensure that each Participant complies with the health, safety and security guidelines that Climax provides to those Participants.

7. Miscellaneous Provisions. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Oregon without reference to its conflicts of law principles. Customer and Climax irrevocably consent to the exclusive jurisdiction of and venue in any state or federal court in Multnomah County, Oregon for any legal action arising out of or in relation to this Agreement, and Customer and Climax agree that each will not initiate any action in any other jurisdiction. This Agreement may not be amended orally; it may be amended only by a written document signed by authorized representatives of both Customer and Climax. Customer may not assign this agreement without the prior written consent of Climax. Any waiver of any breach or right under this Agreement must be in writing and that waiver will not constitute a waiver of any other or subsequent breach or right. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision will be disregarded and the remainder of this Agreement

will remain in full force and effect. Paragraph headings are for convenience of reference and will not limit or otherwise affect the interpretation of any provision of this Agreement. This Agreement may be executed in counterparts, each of which, when taken together, will be deemed an original, and delivery of a signed counterpart by facsimile or electronic transmission will have the same effect as personal delivery of an original counterpart. This Agreement will survive the full performance of the Services.