

ASTM TERMS AND CONDITIONS

Instructor-Led Client Training

(Version 2026.04.01)

This Instructor-Led Training Terms and Conditions Agreement (the “**Agreement**”) is entered into by and between ASTM International, having a place of business at 100 Barr Harbor Drive, West Conshohocken, Pennsylvania 19428 (“**ASTM**”), and the client identified in the applicable Statement of Work (“**Client**”).

This Agreement sets forth the terms and conditions governing the instructor-led training services described in the applicable Statement of Work (“**SOW**”) executed by the Parties.

The Agreement and the applicable SOW collectively form the complete agreement between the Parties with respect to the Services described therein. The SOW may reference certain ASTM training policies, procedures, operational guidelines, or informational materials available through links identified in the SOW (as may be updated by ASTM from time to time and posted at the referenced links) (“**Policies**”), which are incorporated into the Agreement by reference.

ASTM may collect, use, and process certain personal information in connection with the Services in accordance with ASTM’s Privacy Policy (<https://www.astm.org/policies/privacy-policy>), which is incorporated into this Agreement by reference.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the SOW.

1. Definitions.

“**Course**” means the instructor-led training course described in the applicable SOW.

“**Services**” means the instructor-led training services provided by ASTM as described in the applicable SOW.

2. Proprietary Information

A. Ownership and Use of Client Data. Client retains ownership of data provided by Client to ASTM for purposes of delivering the Course (“**Client Data**”).

- 1) ASTM may use Client Data solely as necessary to perform the Services under this Agreement.
- 2) ASTM may retain limited administrative data (such as attendance records and communications) for internal recordkeeping, compliance, and quality assurance purposes in accordance with its data retention policies.
- 3) Except as expressly stated herein, ASTM acquires no ownership rights in Client Data.

B. Ownership of Training Materials. All training materials, Course content, presentations, standards, slides, manuals, exercises, and related materials provided by ASTM in connection with the Course (collectively, “**ASTM Materials**”) are and shall remain the sole and exclusive property of ASTM or its licensors. Nothing in this Agreement transfers ownership of ASTM Materials to Client.

C. Limited License.

- 1) Subject to payment of all applicable fees, ASTM grants Client a non-exclusive, non-transferable, non-sublicensable license to use the ASTM Materials solely for internal business purposes and solely in connection with participation in the Course.
- 2) Client may not reproduce, distribute, modify, publicly display, create derivative works from, or commercially exploit ASTM Materials without ASTM’s prior written consent.
- 3) Client shall not remove or alter any copyright, trademark, or proprietary notices contained in ASTM Materials. Any unauthorized use of ASTM Materials constitutes a material breach of this Agreement.

3. **Confidentiality.** In connection with this Agreement, either party (the “**Disclosing Party**”) may disclose to the other party (the “**Receiving Party**”) certain confidential or proprietary information, including, without limitation, business, technical, financial, operational, or training-related information, including training materials, course content, methodologies, processes, documentation, data, trade secrets, and other non-public information (collectively, “**Confidential Information**”).

The Receiving Party shall:

- (a) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care;
- (b) use the Confidential Information solely to perform its obligations or exercise its rights under this Agreement; and
- (c) not disclose the Confidential Information except to its employees, contractors, or advisors who have a need to know and who are bound by confidentiality obligations no less protective than those contained herein.

Confidential Information shall not include information that the Receiving Party can demonstrate:

- (i) is or becomes publicly available without breach of this Agreement;
- (ii) was lawfully known to the Receiving Party prior to disclosure;
- (iii) is lawfully disclosed by a third party without restriction; or
- (iv) is independently developed without use of the Disclosing Party's Confidential Information.

If disclosure of Confidential Information is required by law or court order, the Receiving Party shall provide prompt notice (to the extent legally permitted) to allow the Disclosing Party to seek protective relief.

Each party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm and that injunctive relief may be appropriate.

Confidentiality obligations shall survive for a period of five (5) years following termination of this Agreement; provided that trade secrets shall remain protected for so long as they remain trade secrets under applicable law.

4. Fees and Taxes.

- A. Fees. Payment may be made via credit card or invoice. For credit card payments, charges will be processed at the time of order confirmation. For invoice payments, full payment is due within thirty (30) days of the date the purchase is completed, and the invoice is issued to the billing contact provided. Late payments may incur a service charge of 1.5% per month or the maximum rate permitted by law, whichever is lower.
- B. Taxes. Client must pay any applicable taxes, other than taxes on ASTM's net income, arising out of Client's use of the Services and/or rights granted under this Agreement.
- C. Client Purchase Orders. In the event that a Purchase Order ("PO") is submitted by Client in conjunction with an applicable order form, quote or proposal provided by ASTM to Client, it is hereby expressly agreed and understood that any terms and conditions contained within such PO shall be deemed null and void and shall have no binding effect on the Parties.
 - (i) Any delays in payment resulting from issues with Client's internal payment portal are the sole responsibility of Client, who remains obligated to fulfill payment as agreed and outlined above.
 - (ii) It is Client's responsibility to provide accurate billing contact information to ensure proper delivery of the invoice.

5. Term; Subscription Term; Suspension; and Termination

- A. Term. This Agreement becomes effective on the start date of the applicable SOW and shall remain in effect during the applicable term all as set forth in the SOW, unless earlier terminated as provided herein.
- B. Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving notice, or becomes insolvent or ceases business operations. Termination shall not relieve Client of payment obligations for Services performed or fees incurred prior to termination.
- C. Survival. Provisions relating to intellectual property ownership, Licensee Data, confidentiality, indemnification, limitation of liability, governing law, and any provisions which by their nature should survive shall survive expiration or termination of this Agreement.

6. **Disclaimer of Warranties.** Except as expressly set forth in an applicable SOW, the services are provided “AS IS” and “AS AVAILABLE,” and ASTM disclaims all other warranties, conditions, representations, or guarantees of any kind, whether express or implied, including, without limitation, any implied warranties of accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by law.
7. **Indemnification.** Each Party shall indemnify and hold harmless the other from third-party claims arising out of its breach of this Agreement or its negligence or willful misconduct. Client shall also indemnify ASTM for claims arising from personal injury or property damage occurring at Client’s site, except to the extent caused by ASTM’s negligence or willful misconduct.
8. **LIMITATION OF LIABILITY.** NEITHER ASTM, ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, OR ANY SERVICES RENDERED HEREUNDER. IN NO EVENT SHALL ASTM’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO ASTM UNDER THE APPLICABLE SOW. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ASTM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Other Terms And Conditions**
- A. Subcontractors. In providing a portion of or all of the Services of a particular engagement in a SOW, Client agrees ASTM may leverage subcontractors, including ASTM’s affiliates. ASTM shall remain responsible for performance of its subcontractors.
- B. Governing Law, Venue, and Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. Client agrees to submit to jurisdiction and venue in the state and federal courts of Pennsylvania for any dispute which may arise under this Agreement. Client also agrees to waive any claim of immunity it may possess.
- C. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- D. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- E. Order of Precedence. In the event of any conflict among the documents comprising the Agreement, the order of precedence shall be:
- (1) this Agreement,
 - (2) the SOW, and then
 - (3) the Policies.
- Notwithstanding the aforementioned, an executed SOW between the parties may modify this Agreement only if it expressly states that it amends this Agreement and is signed by authorized representatives of both parties. Client purchase orders, procurement documents, onboarding forms, or other customer-supplied terms do not constitute such an amendment and shall have no effect, even if signed by ASTM or referenced in connection with the parties’ transaction.
- F. Amendment. This Agreement may only be modified or amended in writing, signed by both parties.
- G. Relationship. ASTM is engaged by Client only for the purpose and to the extent set forth in an applicable SOW. ASTM is an independent contractor to Client.
- H. Force Majeure. Neither Party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, weather events, travel disruptions, governmental actions, labor disputes, or public health emergencies. In such event, the Parties shall cooperate in good faith to reschedule the training.
- I. EEO. ASTM is an equal opportunity employer and federal contractor or subcontractor and complies with all applicable equal employment opportunity and affirmative action requirements, including those set forth in 41 CFR Section 60-1.4(a), 41 CFR Section 60-300.5(a), 41 CFR Section 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A. ASTM maintains nondiscrimination and affirmative action practices consistent with

these regulations, including requirements relating to the employment and advancement of qualified individuals without regard to disability or protected veteran status.

- J. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by email, courier, or certified mail to the contact addresses identified in the applicable SOW, or to such other address as a party may designate by written notice.
- K. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- L. Waiver. Failure by either Party at any time to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right to enforce it later.