

CCPA SERVICE PROVIDER AGREEMENT

This CCPA Service Provider Agreement ("Agreement"), effective as of January 1, 2020 ("Effective Date"), is entered by and between Renishaw, Inc. ("Service Provider") and Renishaw, Inc.'s customer ("Customer") as identified on the relevant order form.

1. Business Purpose. The Customer is a 'Business' as defined under the California Consumer Privacy Act of 2018 ("CCPA"), as it may be amended. Service Provider agrees that Customer has engaged Service Provider to perform services for a purpose which meets the definition of "business purpose" in Section 1798.140(d)(5) of the CCPA, as it may be amended. The collection, sale, retention, use, or disclosure of data by either party for purposes independent of the provision of services to Customer as Service Provider are outside the scope of this Agreement.
2. Processing of Customer Personal Data. Customer is responsible for compliance with the requirements of the CCPA applicable to a Business in relation to Customer Personal Data. Service Provider is prohibited from processing Customer Personal Data for any purpose other than at the direction of Customer and for the specific purpose of performing its services for Customer. "Customer Personal Data" means information received by Service Provider from Customer or collected by Service Provider on behalf of Customer, and processed by Service Provider on behalf of the Customer, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. The terms "consumer" and "household" have the meanings given to them in the CCPA.
3. No Sale of Customer Personal Data. Service Provider must not (and must ensure its contractors do not) retain, sell, use or disclose Customer Personal Data for any purpose other than for the specific purpose of performing the services for which Customer has engaged Service Provider (including retaining, using, or disclosing Customer Personal Data for any commercial purpose other than providing such services). Service Provider is prohibited from selling, renting, disclosing, releasing, transferring, making available, or otherwise communicating Customer Personal Data to any third party for monetary or other valuable consideration. "Sell", "sale" and "commercial purpose" have the definitions set forth in the CCPA, as it may be amended.
4. Assistance. Service Provider will provide all information and perform all acts as required under law, and otherwise cooperate with Customer as may be reasonably requested by Customer to: (a) allow Customer to comply with applicable legal requirements, including but not limited to the CCPA and any other data protection law or regulation and (b) allow Customer to respond to and carry out an individual's request of any kind relating to their personal data, including without limitation those for access and deletion. If Service Provider receives any request from data subjects, regulators, or others relating to its processing of Customer Personal Data, Service Provider will promptly inform Customer and assist Customer with developing a response (but Service Provider will not itself respond, except to direct such persons to Customer or otherwise per instructions from Customer). To the extent legally permitted, Customer shall be responsible for any and all costs arising from Service Provider's provision of the foregoing assistance.
5. Deletion of Customer Personal Data. Service Provider must delete Customer Personal Data following termination of Service Provider's provision of services for Customer, except that Service Provider shall not be required to delete Customer Personal Data if it is necessary for Service

Provider to maintain the Customer Personal Data in accordance with and to the extent permitted by 1798.105(d) of the CCPA, as it may be amended.

6. Limitation of Liability.

6.1 In no event shall Service Provider be liable or obligated to Customer for any loss of use, revenue, or profit, or loss of data or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Service Provider or Customer has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Service Provider be liable or obligated for any injury, damage, or loss incurred in connection with any goods, services, or information not provided by Service Provider.

6.2 SERVICE PROVIDER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION, OR OTHERWISE ARISING UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO SERVICE PROVIDER DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM AGAINST SERVICE PROVIDER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND HEREBY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES, AND GUARANTEES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND NON-INFRINGEMENT.

7. No Restriction of Laws. This Agreement shall not restrict the CCPA or any other applicable data protection laws. If any provision in this Agreement is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision.