The CMM Programmer Service Agreement

Version: November 2026, Rev. 1102

CMM PROGRAMMING SERVICE AGREEMENT, RISK ACKNOWLEDGMENT & LIMITED LIABILITY TERMS

This CMM Programming Service Agreement, Risk Acknowledgment & Limited Liability Terms ("Agreement") governs CMM programming, offline programming, troubleshooting, consulting, training, program modification, prove-out and related metrology services, whether performed at Customer's facility or away from it ("Services"), provided by **Hogan Enterprises, LLC, doing business as The CMM Programmer** ("Provider") to the customer identified in the applicable quotation, scope of work, work authorization or service order ("Customer").

By signing or electronically accepting this Agreement, issuing a purchase order referencing the Services, authorizing Provider to commence Services, or permitting Provider to access or operate Customer equipment pursuant to an accepted quotation or work authorization, Customer agrees to be bound by this Agreement.

The person accepting this Agreement represents that he or she is authorized to enter into this Agreement on behalf of Customer.

1. Scope of Services

The specific Services and deliverables for each engagement shall be identified in a quotation, proposal, scope of work, work authorization or other written agreement ("SOW").

Unless expressly included in the SOW, Provider's Services do not constitute:

- calibration or certification of the Customer's CMM or other measurement equipment;
- ISO/IEC 17025 accredited calibration or testing;
- certification that any manufactured part or product complies with engineering, regulatory or customer requirements;
- validation of Customer's complete measurement system or quality system;
- GR&R, measurement system analysis, measurement uncertainty analysis, process capability study, PPAP, AS9102/FAI approval or other formal validation activity; or
- authorization for Customer to release any part, process or product for production, shipment or customer acceptance.

Any additional validation, measurement-system study or formal acceptance activity must be expressly identified in the SOW.

2. Customer-Provided Information

Provider will rely upon information supplied or approved by Customer.

Customer is responsible for providing complete, accurate and current information necessary to perform the Services, including as applicable:

drawings; drawing revisions; CAD models; specifications; tolerances; GD&T requirements; datum structures; customer-specific measurement requirements; approved measurement methods; CMM make and model; controller configuration; software and software version; probe-head, probe and stylus configurations; fixture information; part orientation; material information; temperature-compensation requirements; reporting requirements; and any other information relevant to the engagement.

Provider is not responsible for errors, omissions, delays, equipment contact, inaccurate results or other consequences resulting from incorrect, incomplete, ambiguous, obsolete or superseded information supplied or approved by Customer.

If Provider identifies an apparent ambiguity, inconsistency or conflict, Provider may suspend the affected work until Customer provides clarification or written direction.

Unless expressly authorized otherwise in writing, Provider is not responsible for determining Customer's design intent or resolving conflicting engineering requirements on Customer's behalf.

3. Customer Responsibility for Tolerances and Acceptance Criteria

Customer is responsible for defining the tolerances, specifications, decision rules and acceptance criteria applicable to the parts being measured.

Provider may provide recommendations or metrology consultation when requested, but Customer retains final responsibility for approving the measurement methodology and determining whether it satisfies Customer's engineering, manufacturing, quality, regulatory and end-customer requirements.

4. Condition of CMM and Related Equipment

Before Provider performs work involving movement or operation of a CMM, Customer represents that, to the best of its knowledge:

1. the CMM is in serviceable operating condition;
2. required calibration, verification or preventative maintenance is current or Customer has expressly elected to proceed despite its status;
3. machine safety systems, emergency stops, travel limits and other applicable safety devices are functional;
4. the probe head, probes, styli, racks, extensions and related components are suitable for use;
5. applicable probe qualification has been performed or will be performed before measurement results are relied upon;
6. fixtures, workholding devices and parts are sufficiently secure and appropriate for the intended operation;
7. required electrical power, compressed air, environmental control and other utilities are suitable for operation of the equipment; and
8. Customer has disclosed any known machine faults, unusual behavior, damaged components, software problems, controller issues or other conditions that could affect safe or accurate operation.

Provider is not responsible for a pre-existing machine, controller, probe, software, fixture, environmental or facility condition merely because the condition first becomes apparent while Provider is performing the Services.

5. Authorization to Access and Operate Equipment

Customer expressly authorizes Provider, within the scope of the engagement, to access and operate the CMM, associated workstation, measurement software, controller, probe systems and other equipment reasonably required to perform the Services.

This authorization may include manual and automatic machine movement, probe qualification, program execution, program modification and program prove-out when applicable to the SOW.

Customer shall identify any system, machine, process or area that Provider is not authorized to access.

Customer is responsible for ensuring that it possesses all necessary software licenses and authority to permit Provider to use Customer's software and systems.

6. Backups and Data Protection

Before Provider modifies an existing CMM program, configuration file, database or other Customer electronic data, Customer is responsible for maintaining a current and recoverable backup unless the SOW expressly assigns that responsibility to Provider.

Customer shall retain an unmodified copy of existing production programs whenever reasonably possible.

Provider is not responsible for loss of programs, files, parameters, configurations or other electronic data resulting from a pre-existing condition, system failure, software fault or Customer's failure to maintain an adequate backup, except to the extent directly caused by Provider's conduct and subject to the limitations contained in this Agreement.

7. On-Site Safety and Access

Customer controls the premises at which on-site Services are performed and is responsible for maintaining a reasonably safe work environment.

Before work begins, Customer shall disclose applicable:

- safety rules;
- PPE requirements;
- restricted areas;
- hazardous materials or conditions;
- lockout/tagout requirements;
- security restrictions;
- network or information-security restrictions; and
- other facility-specific requirements relevant to the Services.

Customer shall provide reasonable access to the equipment, parts, personnel, utilities and work areas necessary to complete the engagement.

Provider may suspend or refuse work that Provider reasonably believes presents an unsafe condition or exceeds the agreed scope or Provider's authorization.

Customer-caused waiting time or delays resulting from inaccessible equipment, unavailable parts, missing fixtures, unavailable personnel, software-access problems, safety restrictions, incomplete information or other Customer-controlled conditions may be

treated as billable time pursuant to the applicable SOW.

8. CMM Motion, Collision and Property-Damage Risk

Customer acknowledges that operation and programming of automated measuring equipment necessarily involves physical movement of the CMM and its components.

Even when reasonable programming and operating practices are followed, unintended contact or collision may result from circumstances including, without limitation:

- incorrect or incomplete machine, probe or stylus definitions;
- differences between CAD or simulated conditions and the actual setup;
- incorrect part placement or orientation;
- fixture or workholding conditions;
- machine or controller behavior;
- inaccurate offsets or alignments;
- software or communication errors;
- pre-existing equipment faults;
- manually modified programs;
- Customer-supplied programs or code;
- movement or alteration of a part or fixture;
- operator intervention; or
- inaccurate information supplied to Provider.

Possible property damage can include damage to probes, styli, probe heads, racks, extensions, fixtures, parts, workholding, CMM components or other property.

Customer knowingly acknowledges and accepts these inherent operational risks when authorizing Provider to operate or prove out a CMM.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT PROVIDER'S LIABILITY FOR PROPERTY DAMAGE ARISING FROM PROVIDER'S ORDINARY NEGLIGENCE DURING AUTHORIZED CMM PROGRAMMING, OPERATION OR PROVE-OUT SHALL BE SUBJECT TO THE RELEASES, EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT.

Nothing in this Agreement is intended to exclude liability for Provider's gross negligence, willful misconduct, fraud or any liability that applicable law does not permit the parties to exclude or limit.

9. Prove-Out, Validation and Production Release

Creation or modification of a CMM program does not by itself establish that the program is appropriate for unrestricted production use.

Unless the SOW expressly provides otherwise, Customer is ultimately responsible for completing and approving appropriate:

- simulation;
- machine-side prove-out;
- first-article execution;
- repeatability testing;
- validation against drawings and applicable specifications;
- review of alignments, constructions, calculations and reported characteristics;
- review of probe paths and clearance;
- comparison with known standards or alternate measurement methods where appropriate; and
- final acceptance of the program for production use.

Provider may participate in or perform some or all of these activities when included within the Services, but Customer retains responsibility for authorizing production use unless the parties expressly agree otherwise in writing.

Customer shall not represent that Provider independently certified Customer's manufacturing process, quality system or products merely because Provider programmed, modified or assisted with operation of a CMM.

10. Customer Changes After Delivery

Any change following Provider's work may affect program accuracy, repeatability, reliability or collision clearance.

Such changes include, without limitation:

machine configuration; controller settings; software version; CMM parameters; probe head; probe or stylus configuration; qualification method; fixture; part orientation; CAD model; drawing revision; tolerance; datum structure; environmental condition; program code; subroutines; external databases; report templates; or operator procedures.

Provider is not responsible for consequences resulting from modifications made after delivery by Customer or any third party unless Provider subsequently reviews and accepts those modifications in writing.

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11. Manufacturing and Product-Acceptance Responsibility

Provider supplies programming and metrology-related Services. Customer remains responsible for its manufacturing process, inspection process, quality system and final disposition of its products.

Customer is solely responsible for determining whether measurement results are sufficient to:

accept or reject product; authorize production; ship product; submit an FAI or PPAP; satisfy a regulatory requirement; satisfy an end customer's requirement; or make any other product-conformity decision.

Provider does not assume Customer's product-liability, regulatory-compliance or quality-control obligations by performing Services under this Agreement.

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12. Workmanship Warranty and Corrective Work

Provider warrants that Services will be performed in a professional and workmanlike manner consistent with generally accepted practices for the applicable Services.

Customer shall notify Provider in writing of any claimed programming error attributable to Provider within **thirty (30) days** following delivery or completion of the affected Services.

If Provider confirms that a deliverable contains an error attributable to Provider's workmanship, Provider will, at Provider's option, correct or re-perform the affected Services without additional professional-service charge.

Correction or re-performance of the affected Services shall be Customer's sole and exclusive contractual remedy for breach of the foregoing workmanship warranty, except to the extent applicable law requires otherwise.

Provider does not warrant that every CMM program will be error-free under every equipment configuration, operating condition, software version or future use, or that a program will remain suitable following changes outside Provider's control.

Provider does not warrant that a program, or the measurement results it produces, will meet any repeatability, reproducibility, gage R&R, measurement uncertainty, or process capability requirement. Those results depend on factors outside Provider's control, including the condition, calibration, and environment of Customer's CMM, its probe and stylus configuration and qualification, fixturing and part loading, part condition, temperature, and operator practice.

EXCEPT FOR THE EXPRESS WORKMANSHIP WARRANTY ABOVE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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13. Exclusion of Consequential and Business Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

WITHOUT LIMITING THE FOREGOING, EXCLUDED DAMAGES INCLUDE:

- lost profits or revenue;
- lost production;
- production downtime or line shutdown;
- business interruption;
- loss of use;
- lost contracts or customers;
- scrap or rework costs;
- escaped or nonconforming product;
- rejected product;
- product recall or containment costs;
- sorting or third-party inspection costs;
- Customer or end-customer chargebacks;

- contractual penalties or liquidated damages owed by Customer to another party;
- expedited freight;
- missed delivery costs;
- replacement-production costs;
- loss or corruption of data not directly caused by Provider;
- reputational damage; and
- claims resulting from Customer's decision to release, manufacture, accept or ship product.

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14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A PARTICULAR ENGAGEMENT, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE (INCLUDING PROVIDER'S ORDINARY NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE PROFESSIONAL FEES ACTUALLY PAID TO PROVIDER FOR THE SPECIFIC ENGAGEMENT GIVING RISE TO THE CLAIM.

The parties acknowledge that the fees charged for the Services reflect this allocation of risk and that Provider would not provide the Services on the same economic terms without these limitations.

This limitation does not apply to liability that applicable law prohibits the parties from limiting.

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15. Third-Party Claims and Indemnification

Each party shall defend, indemnify and hold the other harmless from third-party claims for bodily injury, death or physical property damage to the extent caused by the indemnifying party's negligent or wrongful acts or omissions in connection with the Services.

In addition, Customer shall defend, indemnify and hold Provider and its owners, employees, contractors and agents harmless from third-party claims arising from:

1. Customer's manufacture, sale, distribution or use of Customer's products;
2. Customer's release, acceptance or shipment of product based upon measurement results;
3. inaccurate, incomplete, obsolete or unauthorized drawings, CAD models, specifications, instructions or other Customer-provided information;
4. unsafe conditions at Customer's premises not created by Provider;
5. Customer's modification or misuse of Provider's deliverables;
6. Customer's violation of a third party's software or intellectual-property rights; or
7. Customer's failure to identify export-controlled or otherwise restricted technical data as required by this Agreement,

except to the extent the applicable claim was caused by Provider's conduct for which liability cannot lawfully be excluded.

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16. Confidentiality and Customer Data

Provider shall use reasonable care to protect non-public technical and business information received from Customer and shall use such information only as reasonably necessary to perform the Services, except as otherwise authorized by Customer or required by law.

Where a separate NDA exists between the parties, the NDA shall govern confidentiality to the extent of any conflict with this Agreement.

Unless otherwise required by the SOW, Provider will endeavor to minimize removal of Customer data from Customer's facility or systems.

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17. Export-Controlled and Restricted Technical Data

Customer is responsible for determining whether any drawing, CAD model, program, technical specification or other information supplied to Provider is subject to ITAR, EAR or another export-control, national-security or restricted-data requirement.

Customer shall notify Provider **before disclosure or transmission** of any such information.

Customer shall not upload or transmit controlled technical data through Provider's ordinary website forms, standard email, file-sharing services or other channels unless Provider has expressly agreed in writing that the applicable channel and engagement are authorized for that information.

Provider may refuse to receive or work with restricted technical data if appropriate controls have not been established.

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18. Intellectual Property

Upon full payment, Customer shall own the final CMM programs and other custom deliverables specifically created for Customer under the applicable SOW, except for Provider Background Materials.

"Provider Background Materials" means Provider's pre-existing tools, templates, methods, libraries, generalized code, macros, routines, techniques, know-how, processes and intellectual property developed independently of the particular Customer engagement.

Provider retains ownership of Provider Background Materials and general knowledge, skills and experience used or developed in performing the Services.

To the extent Provider Background Materials are embedded in a Customer deliverable and are necessary for Customer's use of that deliverable, Provider grants Customer a perpetual, non-exclusive license to use those embedded materials solely as part of the applicable deliverable for Customer's internal business purposes.

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19. Scope Changes and Customer-Caused Delays

Changes involving drawings, revisions, CAD, tolerances, GD&T, fixtures, parts, machine configuration, software, probes, reporting requirements or other material assumptions may constitute a change in scope.

Provider may require additional authorization or adjust estimated time and fees before performing materially changed work.

Provider shall not be responsible for delays caused by circumstances outside Provider's reasonable control, including unavailable equipment, inaccessible facilities, Customer production requirements, missing information, unavailable personnel, software or network issues, machine failure, fixture delays, travel disruption or safety restrictions.

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20. Right to Suspend Services

Provider may stop or suspend Services if Provider reasonably determines that:

- continued work is unsafe;
- equipment is not suitable for operation;
- required information is unavailable or materially uncertain;
- work requested exceeds Provider's authorization;
- work may violate applicable law, export controls or third-party licensing restrictions; or
- Customer has materially breached the applicable SOW or this Agreement.

Provider shall notify Customer of the reason for suspension and, where reasonably possible, allow Customer an opportunity to correct the condition.

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21. Independent Contractor

Provider is an independent contractor and is not an employee, agent, partner, joint venturer or representative of Customer.

Unless expressly agreed in writing, Provider does not have authority to make production-release, product-disposition, engineering-change or regulatory decisions on Customer's behalf.

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22. Notice of Claim and Opportunity to Cure

Customer shall promptly notify Provider in writing after discovering a claimed defect or error in the Services and shall provide Provider a reasonable opportunity to investigate and, when appropriate, correct the affected work before Customer incurs material third-party corrective costs.

Failure to provide Provider a reasonable opportunity to investigate and correct a claimed programming error may limit Customer's right to recover avoidable corrective expenses to the extent permitted by law.

Any contractual limitation period applicable to claims shall be as established by the governing law.

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23. Force Majeure

Neither party shall be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including severe weather, natural disaster, fire, transportation interruption, governmental action, labor disruption, utility failure, widespread network outage, epidemic or similar event.

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24. Order of Precedence

Unless otherwise expressly agreed in a writing signed by Provider, the following order of precedence applies in the event of conflict:

1. a mutually signed, job-specific SOW or written amendment;
2. the accepted quotation or work authorization;
3. this Agreement.

Conflicting or additional terms contained solely in a Customer purchase order, vendor portal or other Customer document will not modify this Agreement unless Provider expressly accepts the modification in writing.

25. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana, without regard to conflicts-of-law principles.

Any litigation arising from this Agreement shall be brought in the state courts of Hamilton County, Indiana, or the United States District Court for the Southern District of Indiana, unless the parties agree in writing to another dispute-resolution procedure.

26. Severability

If any provision of this Agreement is held unenforceable, that provision shall be modified or limited to the minimum extent necessary to make it enforceable where permitted by law, and the remaining provisions shall remain in effect.

27. Entire Agreement; Electronic Acceptance

This Agreement, together with the applicable SOW, quotation and any mutually executed NDA or amendment, constitutes the agreement between the parties concerning the Services.

Electronic signatures, electronic acceptance and electronically maintained records may be used to evidence Customer's agreement to these terms to the extent permitted by applicable law.

28. Performing Personnel

Provider may perform the Services through its owners, employees, or qualified independent contractors, each bound by confidentiality obligations at least as protective as this Agreement. Provider remains responsible for all Services performed on its behalf. Where Customer's purchase order or written site requirements restrict who may perform the Services, Provider will comply with those restrictions or obtain Customer's written approval. Only U.S. persons will perform Services involving export-controlled technical data.

ACCEPTANCE

This Agreement may be accepted by signature below or, per its terms, by issuing a purchase order or authorizing work.

CUSTOMER	PROVIDER
	Hogan Enterprises, LLC d/b/a The CMM Programmer
Company	Company
Signature	Signature
	Timothy Hogan, Owner
Printed Name and Title	Printed Name and Title
Date	Date