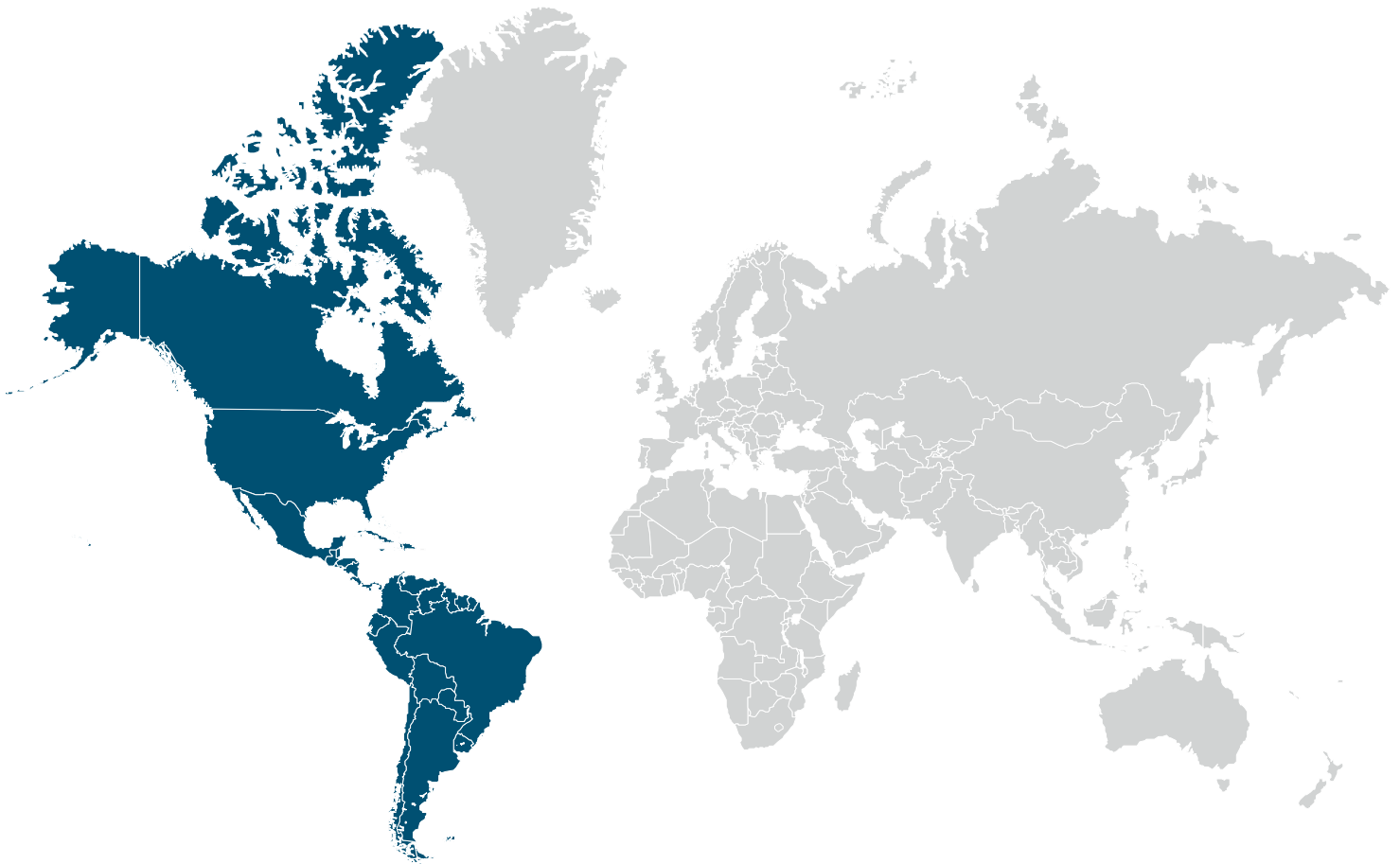




# General Software Training Terms and Conditions

## Volume Graphics Software

(Americas)





## **1. Scope of Application; General Terms and Conditions of Customer**

1.1 All training services relating to software designed and developed by Volume Graphics GmbH ("**Services**") that Hexagon Manufacturing Intelligence, Inc., 250 Circuit Dr, North Kingstown, Rhode Island 02852, United States of America ("**Hexagon**") provides to customer ("**Customer**") will be governed solely by these General Software Training Terms and Conditions (Americas) ("**Terms**") and the respective registration confirmation issued by or on behalf of Hexagon ("**Registration Confirmation**") (collectively, the "**Agreement**"). In the event of any inconsistency between the terms of a Registration Confirmation and these Terms, the terms of the relevant Registration Confirmation shall prevail over these Terms.

1.2 Hexagon hereby objects to and rejects any additional or different terms or conditions proposed by Customer or contained in any booking request or other correspondence from Customer and such terms will not bind Hexagon or be applicable to any transaction between Hexagon and Customer, unless Hexagon expressly approves the proposed terms and includes them in the Agreement.

## **2. Registration.**

2.1 Hexagon provides Services at training sessions organized by Hexagon (each a "**Program**"). The training sessions will take place in form of e-learning or classroom training sessions, depending on the respective training session type.

2.2 Customer may request registration for a particular Program by submitting a booking request online at <https://www.volumegraphics.com/en/service/trainings/trainings-usa.html>. All such booking requests submitted to Hexagon, are subject to acceptance by Hexagon. The registration is limited to the Customer's training participants specified in such Registration Confirmation and is non-transferable.

## **3. Fees; Payment Terms.**

3.1 Unless otherwise agreed, all fees and other amounts payable by Customer under an Agreement shall be determined in accordance with Hexagon's then-current price list.

3.2 Unless expressly stated otherwise, all fees and other amounts payable are exclusive of taxes and similar assessments. All taxes, levies, assessments, and other charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Hexagon's net income, shall be paid additionally by Customer.

3.3 Unless otherwise agreed, payments are due immediately upon receipt of the Registration Confirmation and shall be paid by Customer, without set-off or deduction, within (4) calendar days from the date of the Registration Confirmation.

3.4 Hexagon reserves the right to exclude Customer from a Program if the amounts payable under the Agreement for the respective Program are not received in full by Hexagon in accordance with this Section 3.

3.5 Invoices shall be issued in writing by letter or electronically at the discretion of Hexagon.

## **4. Program Rescheduling/Cancellation.**

4.1 Hexagon reserves the right to cancel or reschedule a Program up to four (4) weeks prior to the originally scheduled Program date. In the event that Hexagon cancels a Program or reschedules a Program to a time when Customer cannot attend, Hexagon will refund the Customer's fees. This refund constitutes Hexagon's sole liability to Customer for any cancellation or rescheduling of a Program and any such cancellation or rescheduling, as the case may be, will not give rise to any claim by Customer against Hexagon.

4.2 In the event Customer cancels a confirmed registration for any Program, Hexagon's obligations under the Agreement will terminate and the following will apply:

- i. For a Program having no cancellation option, Customer will not receive any refund of the fees.

- ii. For a Program having a cancellation option, in the event Customer provides Hexagon with a written cancellation notice more than four (4) weeks in advance of the Program date, Customer will receive a 100% refund of the fees.
- iii. For a Program having a cancellation option, in the event Customer provides Hexagon with a written cancellation notice between four (4) and two (2) weeks in advance of the Program date, Customer will receive a 50% refund of the fees; and
- iv. Regardless of any or no cancellation option, Customer will receive no refund of the fees in the event Customer cancels less than two (2) weeks in advance of the Program date.

4.3 The refunds set out in Section 4.2(i) through (iv) above constitute Hexagon's sole liability and obligation, and Customer's sole and exclusive remedy in the event of Customer's cancellation of a confirmed registration for any Program.

4.4 In the event a Program is cancelled at the request of Customer, Customer will be liable for any and all fees, including without limitation third party fees, arising or resulting from such cancellation. Customer will reimburse Hexagon for any such amounts within five (5) calendar days of written request by Hexagon. Customer's obligation to reimburse Hexagon for such amounts will survive termination of an Agreement.

## **5. Additional provisions for on-site Training Courses**

5.1 For on-site Training Courses, Customer shall be responsible for the necessary infrastructure. In particular, it must provide rooms of sufficient size, a projector as well as workstations in the required number and with the required performance and ensure the proper installation of the Hexagon software product with the required module configuration and in the required version. Customer shall also be responsible for catering for the Participants. Hexagon will provide separate information which specific infrastructure or peripheral equipment is required.

5.2 Hexagon will provide installation packages and training licenses to the extent these are required for conducting the Training Course.

5.3 Unless otherwise expressly agreed upon, travel costs of Hexagon are not separately invoiced, but are included in the training fees.

5.4 Customer may also cancel on-site Training Courses in accordance with Clause 4. In the case of cancellation more than four (4) weeks prior to the start of the planned Training Course, Customer shall, however, in deviation from Clause 4.2(ii), reimburse Hexagon for any cancellation fees of third parties (e.g., hotel owner, airline, railway operator) incurred by Hexagon.

## **6. Additional Provisions for E-learning Training Sessions.**

6.1 Hexagon offers e-learning Programs as a training opportunity, where the Customer's Participants are given temporary access to a platform containing educational material, including but not limited to, videos, tests and a forum that allows direct communication with the instructors and other training participants. The following additional provisions apply to such e-learning Programs:

6.2 E-learning Programs may be divided into self-study units and live sessions. Whilst the self-study units are made available via an e-learning platform, the live sessions will be held via a separate communication platform (e.g., MS Teams).

6.3 Prerequisite for taking part in an e-learning Program is that all technical requirements of the respective e-learning Program are fulfilled. In addition to requirements for hardware, software and the operating system, these also include stable and powerful internet connection and up-to-date browser software. It is the sole responsibility of Customer to ensure that the technical requirements for taking part in any e-learning Program are met. If the technical requirements have not already been communicated to the Customer, they are retrievable on our website at: <https://www.volumegraphics.com/en/service/vg-academy/e-learning.html> or are available on request.



6.4 Subject to the condition precedent until Hexagon's receipt of payment of all fees in full, Hexagon grants the Customer's Participants the non-exclusive, non-transferable, non-sublicensable, temporary right to access and use the e-learning platform, and the training content of the respective e-learning Program for the duration of the e-learning Program as specified by Hexagon in the respective training session offer for their own internal personal training purposes.

6.5 Upon receipt of payment of all fees in full, Hexagon will provide each of Customer's registered Participants with their personal login data to the e-learning platform. Customer shall ensure and is liable for ensuring, that each Participant keeps its personal login data strictly confidential, does not disclose them to any person other than itself and takes the necessary precautions to prevent unauthorized access to the e-learning platform and its contents.

6.6 Customer on behalf of himself and on behalf of each of his Participants grants Hexagon a non-exclusive, worldwide, transferable and sub-licensable right to copy, transmit, publish or otherwise use such the information and content posted or transmitted by the training participant on the e-learning platform, especially in the e-learning platforms forum, or during the live session(s) or otherwise in regard to the respective e-learning Program via the communication platform in connection with the provision of the Services.

6.7 Hexagon may remove any information or content posted or transmitted by the Participants (or other training participants) or the instructors (or other Hexagon personnel) from the e-learning platform and/or the communication platform at any time without prior notice.

6.8 The Participants are responsible for the information and content they exchange and share with other training participants or the instructors of an e-learning Program. Customer must ensure that the information and content shared by its Participants via the e-learning platform and/or the communication platform—be it data, texts, graphics, screenshots, links, entries or announcements—does not infringe third-party rights and complies with competition law provisions.

6.9 Customer shall indemnify Hexagon against all claims asserted by third parties due to the illegality of any information or content any of Customer's Participants shared via the e-learning platform and/or the communication platform—in particular against claims due to inadmissibility under competition law or due to the infringement of personal rights, trademark rights or copyrights. Besides, Customer shall reimburse Hexagon for any costs incurred by Hexagon due to a necessary and reasonable legal defense in connection with such infringement of a third party's rights.

## **7. Training Material; Training Licenses.**

7.1 Where training materials are provided by or on behalf of Hexagon, subject to the condition precedent of full payment of the agreed fees by Customer, Hexagon grants to Customer's personnel for whom the training was purchased (each a "**Participant**") the non-exclusive, non-sublicensable, non-transferable right to use the training materials solely for internal personal training use. Any further use, such as copying, translation, modification, distribution, publication, and disclosure to third parties, is not permitted without the written consent of Hexagon.

7.2 Where Volume Graphics software is provided to a Participant by or on behalf of Hexagon, subject to the condition precedent of full payment of the agreed fees by Customer, Hexagon grants to the respective Participant the non-exclusive, non-sublicensable, non-transferable right to install the software on one company computer of Customer and to access and use the software for the duration of the respective Program as specified by Hexagon in the respective Program offer solely for its personal educational purposes. The software may not be used for commercial, professional or other profit-making purposes. At the end of the course—in the event of premature termination of the agreement upon termination of the agreement—the Participant's right to use the software shall end and all copies of the software in the possession of the Customer and/or the Participant, including all license keys, shall be deleted or destroyed.



## **8. Customer Responsibilities.**

8.1 Customer agrees that it will and that it will have its Participants: (a) respond promptly to any Hexagon request that is reasonably necessary for Hexagon to perform Services; and (b) provide complete and accurate information as Hexagon may request from time to time in order to perform Services.

8.2 Customer is solely responsible for determining whether and how to use any information Customer receives in connection with any Services. Customer acknowledges that prior to and as a condition to VG providing any Services, any individual attending a Program will be required to sign a liability waiver.

8.3 Where software is provided or otherwise made available to Customer or its Participants, (i) Customer shall protect itself adequately against data loss and shall back up the entire data stock at intervals appropriate to the application, but at least once a day, to ensure that the data can be restored with reasonable effort; and (ii) Customer shall observe and shall ensure that its Participants observe the instructions given by Hexagon for the installation of the software or with regard to the use of the software.

8.4 Customer shall ensure and is liable for its Participant's compliance with these Terms and the terms of the Agreement.

## **9. Confidentiality.**

All information, documents, records and materials of Hexagon or its affiliates, in whatever form, describing or related to Services or provided by Hexagon or one of its affiliates in connection with Services, are confidential information of Hexagon or its affiliates, as the case may be. Any disclosure of such information, documents, records and materials to any other person other than Customer without the prior written consent of Hexagon in each instance is strictly prohibited. Customer's breach or threatened breach of this Section 5 would cause Hexagon and its affiliates irreparable harm. Hexagon and its affiliates will be entitled to seek specific performance, injunctive relief or other equitable relief to prevent a breach, or any continuation of a breach, of this Section 5, in addition to all of Hexagon's and its affiliates' other rights and remedies at law or in equity.

## **10. Ownership.**

10.1 All rights in Volume Graphics software, the e-learning platform, any communication platform or service, any platform content, and any training material or content provided remain with Hexagon, its affiliates and their respective licensors (as applicable).

10.2 Customer and its respective Participants are strictly prohibited (i) to reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or any portion thereof of any software provided or otherwise made accessible to Customer or its Participant; (ii) to remove, alter, or obscure any proprietary notices, labels, or marks from any software, training materials or other platform content made available to Customer or its Participant; (iii) to download, copy, translate, modify, distribute, publish or disclose to others any training material or any platform content; (iv) to produce screenshots from or otherwise record any platform content, especially study units, any live session, or any other portion of a Program.

## **11. Disclaimer of Warranties.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS", "WHERE-IS" BASIS. HEXAGON, ON BEHALF OF ITSELF AND ITS AFFILIATES, MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO ANY SERVICES. HEXAGON, ON BEHALF OF ITSELF AND ITS AFFILIATES, DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, STATUTORY, EXPRESS, IMPLIED AND OTHERWISE, WRITTEN OR ORAL, WITH RESPECT TO ALL SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION PROVIDED BY



HEXAGON OR ANY OF ITS AFFILIATES REGARDING OR RELATING TO ANY SERVICES WILL CREATE A WARRANTY UNLESS EXPRESSLY INCORPORATED INTO AN AGREEMENT.

## **12. Limitation of Liability.**

11.1 IN NO EVENT WILL HEXAGON OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO AN AGREEMENT, ANY SERVICES OR A PROGRAM, OR THE USE (OR INABILITY TO USE) ANY SERVICES, REGARDLESS OF THE THEORY OF RECOVERY, WHETHER SUCH DAMAGE WAS FORESEEABLE, WHETHER HEXAGON OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 HEXAGON'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN AGREEMENT, SERVICES OR THE USE (OR INABILITY TO USE) OF ANY SERVICES, WHETHER IN WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE FEES CUSTOMER PAID TO VG FOR THE PARTICULAR SERVICE AT ISSUE.

## **12. Force Majeure.**

Hexagon will not be liable or responsible to Customer or be deemed to have defaulted under or breached an Agreement for any failure or delay to perform when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Hexagon, including without limitation acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, accidents, strikes or other labor disputes, fires and natural calamities (including without limitation floods, earthquakes, storms and epidemics), telecommunication or internet failures, computer or network breakdowns, power outages, changes in law or regulations, delays in obtaining (or the inability to obtain) labor, data or services through usual sources at normal prices.

## **13. Governing Law; Jurisdiction.**

The Services and the Agreement will be governed by the laws of the State of Rhode Island, without regard to conflict of laws principles. The United Nations Convention on the International Sale of Goods will not apply. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to a transaction, any Service and/or an Agreement shall be instituted and maintained in the State of Rhode Island.

## **14. Relationship of the Parties.**

Hexagon is an independent contractor. Nothing in an Agreement will be construed to create or imply any partnership, agency, joint venture, or employer-employee relationship between the parties.

## **15. Provision of Services; Subcontractors.**

Hexagon will determine the method, details and means of performing all Services. Hexagon is entitled to have all obligations fulfilled by third parties on behalf of Hexagon. If Hexagon utilizes any third parties to fulfill its obligations under any Agreement, Customer shall accept the performance rendered as the performance of Hexagon.

## **16. Waivers; Remedies; Amendments.**

No delay or failure by a party in exercising or enforcing any of its rights or remedies will constitute a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance. Except as otherwise provided herein, all rights and remedies will be cumulative and not exclusive of any other rights or remedies at law or in equity or otherwise. No other terms or changes, amendments, modifications, waivers or discharges of any terms in an Agreement will be effective unless made in writing and signed by both parties.



**17. Severability; Entire Agreement.**

If any provision of these Terms or any Registration Confirmation are held invalid, illegal or unenforceable by any court of competent jurisdiction, then to the full extent permitted by applicable law, all other provisions of these Terms and any Registration Confirmation will remain in full force and effect. An Agreement contains the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral.

(Version as of January 1<sup>st</sup>, 2023)