



HEXAGON VENEZUELA, A SUBSIDIARY OF INTERGRAPH CORPORATION, HEXAGON'S ASSET LIFECYCLE INTELLIGENCE DIVISION, (HEXAGON) TERMS AND CONDITIONS FOR TRAINING

Hexagon Venezuela ("HEXAGON") will provide training to Customer subject to the following terms and conditions. These terms apply where Hexagon provides Customer with Standard or Customized Training related to software products available for sale by Hexagon. These terms cannot be altered, modified, or amended by subsequent purchase order or writing received from Customer without the express written consent of Hexagon.

1. Definitions:

- 1.1. "Customized Training" means professional training related to Hexagon's standard training classes which have been specifically modified and/or customized based on Customer's request and provided by certified Hexagon trainers, as stated in a defined Statement of Work (SOW). Customized Training is provided by Hexagon at Customer's site or any other location as may be agreed to by the Parties.
- 1.2. "Standard Training" means professional training classes, currently offered in Hexagon's price book or registration form, and provided at Hexagon's offered locations or at Customer's site(s).

2. Standard Training or Customized Training provided at Customer's site(s):

- 2.1. Standard Training or Customized Training classes shall be limited to twelve (12) students per class. Requests for class sizes larger than twelve (12) students shall be submitted to the Hexagon Training Center for pricing information.
- 2.2. Training materials for classes provided at Customer's site(s) shall be provided to Customer in pdf format prior to the scheduled training date. Customer shall be responsible for printing the training materials for the training class. Distribution of the training materials shall be limited to the students enrolled in the training class.
- 2.3. Customer will provide an adequate training environment for the training classes provided at Customer's site(s).
- 2.4. Customer will be responsible for 3rd party software packages that are installed on the designated training machines. Hexagon will provide license keys for its products for the duration of the training.

3. Protection and Security: Customer acknowledges that training materials and/or other information provided to Customer, whether or not marked or designated as "Confidential", which may come into the Customer's possession during said training, are proprietary to Hexagon and Customer agrees that such training materials and/or information are supplied only to facilitate training and utilization of the Hexagon-provided equipment, software, DVD, or online environment. Customer will not duplicate or disclose such training materials and/or information to a third party, including other persons within Customer's organization, without the prior written consent of authorized Hexagon Training Department personnel.

4. Ownership of Intellectual Property: Customer acknowledges that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or that has become known to or has been conveyed to Hexagon, that has commercial value in Hexagon's day-to-day

business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, training materials, training methods, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, work processes, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs developed both before and in the course of performing training hereunder ("Intellectual Property"), all of which is owned by Hexagon, a Hexagon Group Company.

5. **Video or Audio Taping:** Video or audio taping, downloading or otherwise electronically capturing Hexagon's training courses is prohibited unless otherwise approved in writing by Hexagon.

6. **General Terms of Payment:**

6.1. For Standard Training and/or Customized Training, Customer enrollment is subject to acceptance by Hexagon of Customer's purchase order or a prepayment of training fees by credit card or check prior to Customer's enrollment into the applicable training course. For enrollment, the name of the student (if known at the time of order placement), class number, class date (if applicable), Hexagon Sales Order Number (if one currently exists), and reference to these terms must be included with the purchase order or prepayment.

6.2. Payment terms for training not pre-paid are net thirty (30) days from date of invoice. An interest charge of one and one-half percent (1.5%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments. No payments may be withheld by Customer for any undisputed invoice nor may any counterclaim by Customer be set off against any payment due hereunder, without the prior written consent of an authorized Hexagon representative. All payments shall be in US Dollar.

Check Mailing Instructions:

Intergraph Servicios de Venezuela S.C.A.
Av. La Estancia Centro Ciudad Comercial Tamanaco.
Torre C – Piso 11 –Ofic. 1102-1104-1106 Chuao – Caracas VE

EFT/ACH Instructions (electronic payments):

Bank Name:	FaceBank International
Account Name:	Intergraph Servicios de Venezuela S.C.A.
Account Number:	21280016094
ABA Number:	021502189

7. **Assignment:** The rights and obligations defined under these terms are not assignable by the Customer.
8. **Limitation of Liability:** IN NO EVENT WILL HEXAGON OR A HEXAGON GROUP COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL HEXAGON'S OR A HEXAGON GROUP COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE TRAINING COURSE AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN

TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THIS SECTION IS INVALID, THEN HEXAGON AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

- 9. Travel Expenses:** For Standard Training or Customized Training provided at Hexagon's offered locations, travel/lodging arrangements and expenses for Customer's personnel are Customer's responsibility and are not included in the cost of training. For Standard Training or Customized Training provided by Hexagon at Customer site(s) or other non-Hexagon offered locations as may be agreed to by the Parties, Customer agrees to reimburse Hexagon for all travel and travel related expenses for Hexagon personnel at Hexagon's cost plus ten (10%) percent administrative expense.

10. Cancellation and Rescheduling:

- 10.1. Cancellation or Rescheduling of Standard or Customized Training by Customer: In the event that Customer cancels or reschedules Standard or Customized Training, the Customer will provide Hexagon with at least fourteen (14) calendar days prior written notice of said cancellation or rescheduling. Prepayment for canceled classes with fourteen calendar days prior written notice will be refunded to Customer.
- 10.2. For Customer cancellations or reschedule requests received less than fourteen (14) calendar days prior to start date of the class, Customer will incur an administrative fee equal to One Hundred (100%) percent of the training fee for the cancelled or rescheduled class.
- 10.3. Student substitution requests must be received by Hexagon at least fourteen (14) calendar days prior to start of the training class. Hexagon reserves the right to refuse any student substitution request at its sole discretion.
- 10.4. Cancellation or Rescheduling of Standard or Customized Training by Hexagon: In the event that Hexagon cancels or reschedules Standard or Customized Training, Hexagon will provide Customer with at least ten (10) calendar days prior written notice. Prepayment for cancelled classes will be refunded to Customer.
- 10.5. Hexagon assumes no liability that may be incurred by Customer as a result of any cancellation or rescheduling of Standard or Customized Training.
- 10.6. In the event Hexagon or the U.S. Department of State deems that travel to a war risk area or region may be unsafe for U.S. citizens, Hexagon reserves the right to cancel the training classes at no cost to Hexagon or to reschedule the training classes due to safety concerns for Hexagon and/or Customer employees.

- 11. Export Restrictions:** Intergraph Corporation's Software products, licensed customized software, training courses, training materials, and/or third-party software, including any technical data related thereto ("Technical Data") obtained from Intergraph Corporation, its subsidiaries, or distributors, are subject to the export control laws and regulations of the United States of America. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, Intergraph Corporation Software products, licensed customized software, training courses, training materials, Technical Data and/or third-party software or any derivatives thereof, shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

- a. To Cuba, Iran, North Korea, the Crimean, "Donetsk People's Republic", "Luhansk People's Republic" or Sevastopol regions of Ukraine, or Syria, or any national of these countries.

- b. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List https://build.export.gov/main/ecr/eg_main_023148.
- c. To any entity when Customer knows, or has reason to know, the end use of Intergraph Corporation's Software products, licensed customized software, training courses, training materials, Technical Data and/or third-party software obtained from Intergraph Corporation, its subsidiaries or distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
- d. To any entity when Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export/re-export of Intergraph Corporation Software products, licensed customized software, training courses, training materials, Technical Data and/or third-party software should be addressed to Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA or at exportcompliance@intergraph.com. Customer shall hold harmless and indemnify Hexagon and Hexagon Group Company for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon or a Hexagon Group Company from a breach by Customer.

Customer represents and warrants that those taking Training are not a national of, or otherwise located within a country that is classified as a Country Group E country (which, at the time of signing of this Agreement include, Cuba, Iran, North Korea, the Crimean, "Donetsk People's Republic", "Luhansk People's Republic" or Sevastopol regions of Ukraine, and Syria) as maintained by the Bureau of Industry and Security and that trainees are not otherwise prohibited from receiving training under U.S. export control and economic sanction laws and regulations. Such Country Group E countries may be modified by the Bureau of Industry and Security through the life of this Agreement and such modifications will be deemed to modify this clause.

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

- 12. Taxes:** Prices are exclusive of all federal, state or local sales, use, property, gross receipts, value-added, or similar taxes based upon amounts payable to Hexagon pursuant to this Agreement (Taxes). Such taxes, however, do not include franchise taxes or taxes based on net income. Customer agrees to pay Hexagon any applicable taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.

13. Governing Law and Jurisdiction:

- 13.1. This Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of Venezuela. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
- 13.2. For any controversy or claim that may arise out of or in relation to this Agreement or with respect to breach thereof, the Parties agree to initially seek to solve the matter amicably through discussions between the Parties' points of contact as listed herein. Should the Parties fail to resolve such controversy or breach by amicable arrangement and/or

compromise within thirty (30) days of the notice of dispute, such dispute should be escalated to Parties' upper management. Should the Parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of Parties' upper management, then the Parties may, at their sole discretion, seek resolution through non-binding mediation. If either Party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation and mediation, and the mediation has terminated, or the other party refused to participate in the mediation. Any time period stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.

- 14. Disclaimer:** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.
- 15. Severability:** Whenever possible, each provision of these terms and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these terms or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these terms or such related document.
- 16. Entire Agreement:** These terms, the Hexagon quotation, and Customer's purchase order (to the extent that it is not inconsistent with these terms) together constitute the entire agreement between the parties with respect to the subject matter described herein. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. These terms shall not be amended or modified except by written agreement of the parties.

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