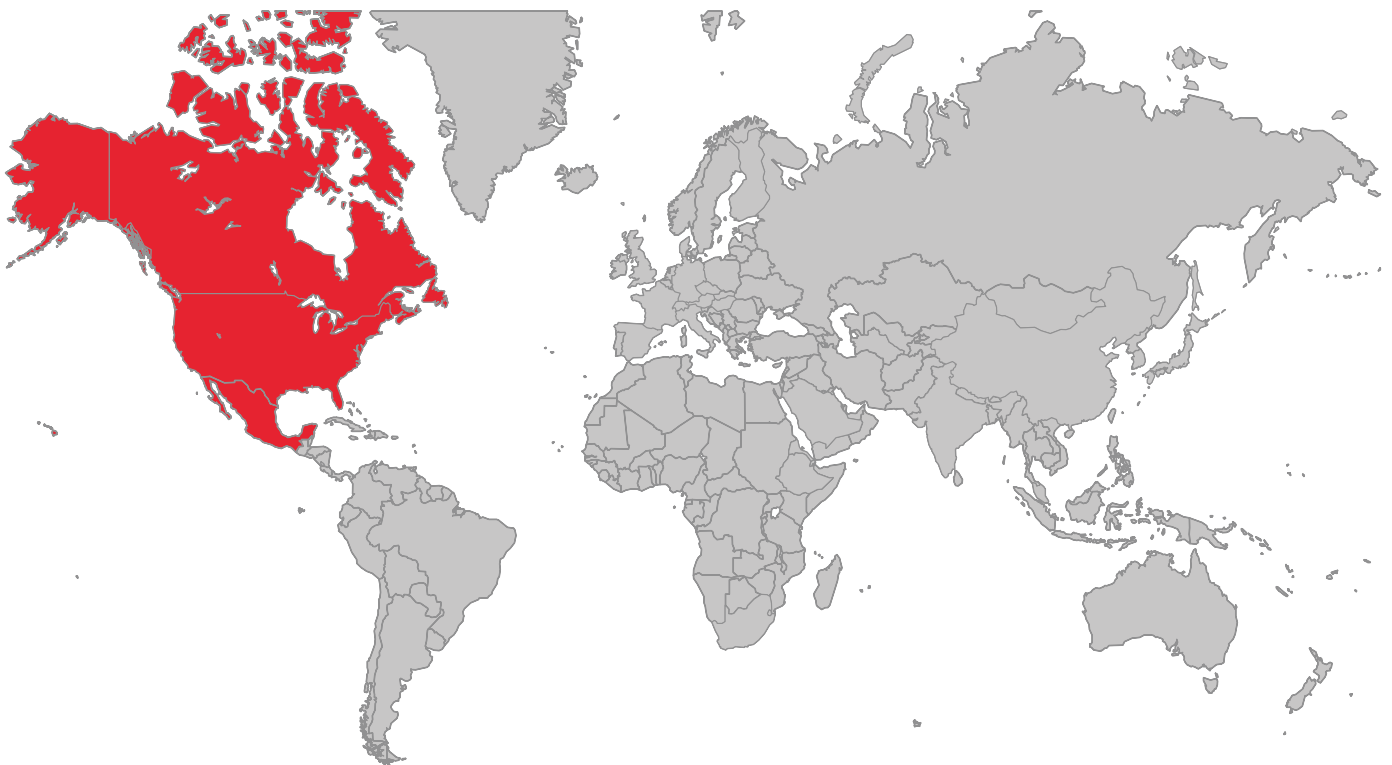


Terms and Conditions for Training Services— North America: Canada, USA, Mexico



- 1. Applicability.** All Services (defined below) Volume Graphics, Inc. (“VG”) provides to you (“Customer”) will be governed solely by these terms and conditions for training services (“Terms”) and any registration confirmation issued by VG (“Registration Confirmation”) (collectively, the “Agreement”). VG 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 VG or be applicable to any transaction between VG and Customer, unless VG expressly approves the proposed terms and includes them in the Agreement.

- 2. Services.** VG will provide training (“Services”) relating to software designed and developed by Volume Graphics GmbH and licensed to Customer pursuant to the terms of a separate software license agreement.

- 3. Fees.** The fees VG will charge and Customer will pay for the Services will be as specified by VG on its website at <https://www.volumegraphics.com/en/service/trainings/trainings-usa.html> (“Fees”).

- 4. Registration.** VG will provide Services at training sessions organized by VG (each a “Program”). Customer may request registration for a Program by submitting a booking request online at <https://www.volumegraphics.com/en/service/trainings/trainings-usa.html>. All such booking requests submitted to VG, are subject to acceptance by VG and only the terms of the Registration Confirmation will apply. The Registration Confirmation is limited to the Customer specified in such Registration Confirmation only and is non-transferable.

- 5. Payment Terms.**
 - a. Customer will pay VG, without set-off or deduction, all Fees within four (4) calendar days from the date of VG’s Registration Confirmation.
 - b. Customer will pay to VG all taxes, fees, levies, assessments, and charges which may now or hereafter be imposed by any government authority on or with respect to Services; *provided* that Customer will not be responsible for any taxes imposed on VG’s net income.
 - c. VG reserves the right to exclude Customer from any Program if all Fees are not received in full by VG in accordance with this Section 5.

- 6. Program Rescheduling/Cancellation.**
 - a. VG 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 VG cancels a Program or reschedules a Program to a time when Customer cannot attend, VG will refund the Customer’s Fees. This refund constitutes VG’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 VG.
 - b. In the event Customer cancels a confirmed registration for any Program, VG’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 VG 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 VG 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 within two (2) weeks in advance of the Program date.
- c.** The refunds set out in Section 5(b)(i) through (iii) above constitute VG'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.
- d.** 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 VG for any such amounts within five (5) calendar days of written request by VG. Customer's obligation to reimburse VG for such amounts will survive termination of an Agreement.
- 7. Confidentiality.** All information, documents, records and materials of VG or its affiliates, in whatever form, describing or related to Services or provided by VG or one of its affiliates in connection with Services, are confidential information of VG 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 VG in each instance is strictly prohibited. Customer's breach or threatened breach of this Section 7 would cause VG and its affiliates irreparable harm. VG 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 7, in addition to all of VG's and its affiliates' other rights and remedies at law or in equity.
- 8. Customer's Obligations.** Customer agrees that it will: (a) respond promptly to any VG request that is reasonably necessary for VG to perform Services; and (b) provide complete and accurate information as VG may request from time to time in order to perform Services. 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.
- 9. Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS", "WHERE-IS" BASIS. VG, ON BEHALF OF ITSELF AND ITS AFFILIATES, MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO ANY SERVICES. VG, 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 VG OR ANY OF ITS AFFILIATES REGARDING OR RELATING TO ANY SERVICES WILL CREATE A WARRANTY UNLESS EXPRESSLY INCORPORATED INTO AN AGREEMENT.
- 10. Limitation of Liability.**
- a.** IN NO EVENT WILL VG 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 VG 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.

- b. VG'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.
- 11. Force Majeure.** VG 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 VG, 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.
- 12. Governing Law; Jurisdiction.** The Services and Agreement will be governed by North Carolina law, without regard to conflict of laws principles. The United Nations Convention on the International Sale of Goods will not apply. VG and Customer irrevocably and unconditionally agree to the exclusive jurisdiction of the North Carolina state courts and the United States District Court for the Western District of North Carolina in connection with any issue or dispute arising out of or relating to a transaction, Agreement or Services, and agree not to commence proceedings in any other jurisdiction or in any other courts.
- 13. Relationship of the Parties.** VG 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. VG will determine the method, details and means of performing all Services.
- 14. 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.
- 15. 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.
- 16. Additional regulations for so-called e-learning programs**
- 16.1 Volume Graphics offers so-called **e-learning** programs as a special training opportunity, where the Participants are given temporary access to a platform containing educational material, in particular videos, tests and a forum that allows direct communication with the instructors and other Participants (referred to collectively as "e-learning"). E-learning shall be governed by the above provisions with the following modifications and amendments:
- 16.2 E-Learning shall be subject to the following technical requirements to be met by the Participant:
- Dual-screen setup: Use of two screens to be able to work simultaneously with the learning contents on one screen and in the VG software on the other screen
 - At least 8 GB RAM (recommended: 16 GB RAM)
 - Three-button mouse

- General system requirements for VGSTUDIO MAX [here](#)
- Stable internet connection with a minimum download speed of 5 Mbps and a minimum upload speed of 0.5 Mbps (recommended: 10 Mbps download and 1Mbps upload)

If the Participant does not meet these technical requirements, proper participation is not possible. The Contractual Partner and the Participant are responsible for verifying that the technical requirements are fully met; if they fail to do so before registration or if the technical requirements are no longer met after registration, even in part, the Contractual Partner and the Participant are not entitled to any claims whatsoever against Volume Graphics.

- 16.3 After transmission of their booking data and timely payment of the training invoice, each Participant will receive their individual login data to the e-learning platform provided by Volume Graphics. The Participant undertakes to keep these data strictly confidential and not to disclose them to third parties. Section 7 shall apply mutatis mutandis to all contents provided in the e-learning platform, including communication by email, messenger, chat or telephony systems; producing screenshots or other records is prohibited as well. The Participant is aware that the use of the platform requires the collection and processing of personal data (e.g. transmission of name and profile picture when using MS Teams, video transmission during video chats, collection of IP address); the Participant agrees to such collection and processing to the extent required by Volume Graphics for the implementation of the training program ordered by the respective Contractual Partner. The Participant and the Contractual Partner are aware that the e-learning platform is operated by a third-party provider (currently SAP Litmos), that training documents are made available for download via SharePoint/MS One Drive and that communication with instructors and other participants also takes place via MS Teams, whose Terms of Use and Privacy Policy can be viewed [here](#); the Participant must also accept these to participate in the e-learning program.
- 16.4 Access to the e-learning platform is granted for the duration of the e-learning program specified by VG in the respective offer as well as for an additional courtesy period, which is also specified in the offer (referred to collectively as **“access period”**).
- 16.5 Software licenses for e-learning
Upon written request of the Contractual Partner, Volume Graphics will provide each Participant with a so-called node-locked license for the software product(s) required for the respective e-learning program for the duration of the access period. The Participant will receive this license from VG Academy via download. The provisions of the “Volume Graphics General Software License and Update/Maintenance Terms and Conditions for software products as of version 3.3”, Part A, in particular 4.1, 8 and 9, shall apply in addition.
- 16.6 Certificate
Participants who have worked through all contents of an e-learning program will receive a corresponding certificate.