

FLEXSIM ONBOARDING AND TRAINING TERMS AND CONDITIONS

Engagement Overview

FlexSim Training provides a general introduction to FlexSim followed by an introduction and training in the software with the objective of giving the Customer a solid understanding of how FlexSim is used and how to get started with projects.

Autodesk will provide the training services ("Services") described in the following tasks:

Autodesk Technology Covered Under these Services.

Autodesk FlexSim

Task 1: Technology Training

Description

Autodesk will work with Customer on Customer's Autodesk Technology training for FlexSim. Training, for the purposes of Technology Training, is the instruction of Customer employees on how to use Autodesk Technology as part of a process ("Training").

Outputs (not subject to acceptance)

Name	Description
Training	FlexSim training consists of hands-on core training consists of either a 3-day course for healthcare customers, or a 5-day course for non-healthcare customers. Additionally, attendees have the option to attend 2-day advanced training sessions for each of the following: - Warehousing, Conveyors, Automated Guided Vehicles (AGV's).
Session recordings	Access to Session recordings to be provided; recordings are only available for a duration of 30 days from last day of each training course.

Task Level Assumptions

Training will be provided for a maximum of ten (10) attendees per course.

Task Level Customer Responsibilities

Customer must have a validly acquired and installed Enterprise version of FlexSim, activated and ready for use by each attendee before Autodesk delivers this task.

Customer is responsible for making sure all attendees attend the courses to which they are enrolled. If enrolled attendees do not attend, no additional training courses and/or refunds will be granted.

ASSUMPTIONS & CUSTOMER RESPONSIBILITIES

If any of the Customer Responsibilities are not performed in a timely manner or if any of the Assumptions are incorrect, it may cause changes to the Services and Fees and Expenses.

General Assumptions

- All written Outputs will be delivered in English and in Adobe PDF or Microsoft Office formats.
- Outputs are not subject to Acceptance unless identified as a Deliverable and included in the section Deliverables & Acceptance.
- Training will be provided subject to availability of Autodesk resources in alignment with the training schedule published.
- Access to training including advanced courses will expire 365 days from the date of purchase.
- A training purchase applies to a single individual who is solely eligible to receive the included trainings.

- Training sessions are provided to multiple customers simultaneously, so customer shall not have an expectation of confidentiality during the sessions.
- To attend advanced training courses, customers must 'opt-in' to those they wish to attend on the Core Training course registration form. Only customers who opt-in on the Core Training course registration form can access the courses. The form must be completed and received by Autodesk a minimum of one week prior to the commencement of the Core Training.

Autodesk reserves the right to limit the number of attendees per customer and/or per course. The Customer shall:

- Perform all its responsibilities set out above;
- Designate and authorize an employee to coordinate with Autodesk to schedule the Services;
- Obtain any third-party consents necessary for Autodesk to use any materials or equipment provided to it by or on behalf of Customer;
- Comply with laws applicable to operating its business as they relate to the Services provided;
- Be responsible for the performance of any third parties engaged by Customer and for ensuring that where appropriate they cooperate with Autodesk;
- provide accurate information to Autodesk which Autodesk shall have no obligation to independently verify;
- ensure that all associated data sets and required information will be available prior to the session(s).

The Services are not a substitute for the Customer's professional judgment or Customer's own independent design, analysis, simulation, estimation, testing or other activities. Autodesk will not be responsible or liable in any manner whatsoever for the results obtained through use of the Services. Customer is responsible for its use of the Services, and any results produced by such use. Your responsibilities include, without limitation, the determination of appropriate uses for the Services, and the selection of the Services and other computer programs and materials to help achieve the Customer's intended results. Customer is also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements. Customer further acknowledges that the Services may not achieve the results the Customer desires.

LOCATION

Autodesk will remotely deliver the Services unless otherwise specified and agreed in a written agreement.

SCHEDULE

Autodesk will confirm the specific schedule after (i) receipt of the signed quote and (request of training date(s). (ii) Customer's purchase order (or applicable document(s)) and (iii) completed registration form with requested course dates. In the event Customer wishes to opt-in to any of the three optional Advanced Training courses, the customer must make the request within their registration form. If Customer does not opt-in to Advanced Training within the original registration form, Customer may no longer opt-in to Advanced Training, at a later date. In any event, any unused pre-paid training will expire one (1) year from date of Customer's signature on the quote to which these terms are attached.

PRICING AND PAYMENT

Prepaid Fees:

Autodesk shall perform the work under this Consulting Services Order for the pre-paid fixed fee stated in the quote in which this Consulting Services Order is attached or referenced.

Upon execution of the quote to which this Consulting Services Order is attached or referenced, and receipt of Customer's purchase order or purchase order exception document, Autodesk will provide an invoice in the amount of the fixed prepaid fee and Customer shall pay such invoice in accordance with the terms of this Consulting Services Order.

Expenses

No travel and expenses for the Services are expected under this Consulting Services Quote/Order.

Additional Conditions of Training Services

Services: Autodesk will provide qualified personnel to provide the services described herein on a mutually agreed upon schedule.

Payment: Autodesk will invoice upon receipt of purchase order and contract execution. Payment is due net 30 days from date of invoice. Amounts invoiced but not paid by Customer within thirty (30) days of the due date shall bear interest at the rate of 1.5% per month, 18% per annum (or the legal maximum), from the date payment was due until the date payment is made, without prejudice to any other rights, remedies or recourses which Autodesk may have under this agreement, at law or in equity.

No Acceptance: Customer acknowledges and agrees that there are no deliverables and acceptance, formal or otherwise, is not a prerequisite to payment hereunder. In any event, acceptance will be deemed received upon completion of the services. Payment by Customer to Autodesk shall not be withheld based on any acceptance conditions.

Confidentiality: Through their relationship, the parties may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party ("Confidential Information"). The parties agree that neither shall disclose any such Confidential Information of the other party to any third party and shall take every reasonable precaution to protect the Confidential Information. Customer acknowledges that the Training sessions may include individuals from multiple, unrelated companies and training participants understand there is not expectation of confidentiality for any information they share during training as it may be received by or disclosed to third parties.

Limitation of Liability: The maximum cumulative and aggregate liability of Autodesk for all claims arising under or related in any way to the services is limited to Customer's direct damages and shall not exceed the total fees paid by the Customer to Autodesk under this Consulting Services Order. Further, in no event shall either party be liable for special, indirect, incidental, consequential, punitive, or exemplary damages or for loss of profits, revenues, contracts, customers, loss of data, business interruption, or failure to realize expected cost savings even if advised of the possibility of same or same were reasonably foreseeable. Customer acknowledges that the fees fairly reflect this allocation of risk.

Limited Warranty: AUTODESK WARRANTS THAT THE AUTODESK PERSONNEL WILL BE COMPETENT AND QUALIFIED TO PERFORM THE SERVICES ASSIGNED BY CUSTOMER AS AGREED AND SET FORTH IN THIS CONSULTING SERVICES ORDER. IN THE EVENT OF A BREACH OF THIS WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND AUTODESK'S SOLE LIABILITY SHALL BE LIMITED TO AUTODESK'S OBLIGATION TO USE ITS REASONABLE EFFORTS TO REPLACE THE RELEVANT PERSONNEL. THIS IS A SERVICE AGREEMENT. ANY WORK PRODUCT OF ANY KIND, IN ANY FORM OR FORMAT, THAT MAY BE PROVIDED IN CONNECTION WITH THE SERVICES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Ownership: Autodesk shall own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, trade secrets, know how, and other materials, owned or in the possession of Autodesk prior to the effective date of this Consulting Services Order or developed by Autodesk hereunder

and/or used in connection with the services, together with all intellectual property rights therein, whether or not they are specifically adapted by Autodesk for use in the services.

Independent Contractors: The relationship of the parties is that of independent contractors. Under no circumstances shall any employee of one party be deemed to be an employee of the other for any purpose. Neither party shall have the right to assume or create any obligation or responsibility on behalf of the other.

Termination: Either party may terminate the services prior to its expiration date, by providing five (5) days written notice to the other party. In the event of Customer's termination of this Consulting Services Order its convenience, Customer shall not be entitled to a refund of any prepaid fees.

Entire Agreement: These Consulting Services Terms and Conditions, together with the Quote and terms referenced and incorporated therein, contains the entire agreement between the parties. No other terms or conditions shall have any effect unless contained in a writing signed by authorized representatives of both parties. In the event of a conflict between these terms and conditions and those of the Quote, these terms and conditions shall govern.

Governing Law: This Consulting Services Order shall be governed by and construed under the laws of the State of California, without reference to choice of law principles. In the event of any litigation between the parties, such litigation shall be commenced and maintained exclusively in the United States District Court for the Northern District of California in San Francisco or the courts of Marin County, California. The parties expressly submit themselves to the exclusive jurisdiction of such courts.