

## **1 Training terms and conditions**

These Training Terms and Conditions (Terms) apply to training to be supplied by Exa Research, LLC (Exa, we, us, and our) to the entity procuring the training for its personnel or other nominated participants (you).

## **2 Payment and confirmation of training**

All training fees set out in the quote must be paid in full to secure the training on the agreed date. Each training session is limited to a maximum number of individual attendees to ensure a good student to instructor ratio for a quality experience.

## **3 Method of delivery**

The training is performed by a qualified instructor and consists of presentation material, hands-on student exercises, and instructor led discussion.

## **4 Location**

The training may be performed virtually via the internet, on-site at the customer's location, or on-site at a 3<sup>rd</sup> party location. The base price for the training is for a virtual class. Any additional expenses for on-site set up, facility rental, or travel time and expenses will be noted in the quotation.

## **5 Prerequisites**

Attendees must be computer literate and have a basic understanding of the products to which the training relates.

## **6 Training computers**

If the training is being performed virtually or at your location each attendee must have access to a computer capable of running the relevant software tools and exercises. For training involving software produced by ANSYS the computers must meet the minimum requirements outlined by ANSYS in their System Requirements documentation. To ensure a quality experience no more than two attendees may share a computer.

We will provide temporary licenses for any ANSYS software products used in the training. The relevant software products and licenses must be installed and tested at least 1 business day before the date of

the training. You may be required to submit your email address and identifying computer information to ANSYS to support generating the necessary licenses.

If the training is performed at a third-party location, we will ensure the relevant computer requirements are met and software installed.

## **7 Cancellations and changes**

If you need to cancel a course or change the date or location of the course (a change), you must advise us via email as early as possible. The following policy applies to any change.

- If you make a change less than 20 business days, but more than 10 business days, before the training date, you must pay a change fee of 50% of the training fees (so, if the course is cancelled, we will only refund you 50% of the training fees).
- If you make a change within (and including) 10 business days of the training date, you must pay a change fee of 80% of the training fees (so, if the course is cancelled, we will only refund you 20% of the training fees).
- We may waive the change fees if, in our sole discretion, we believe your change was necessary due to significant, extenuating circumstances.

Virtual training sessions may be rescheduled once without penalty, provided that the new date is within 60 days of the original, scheduled date. Otherwise, it will be considered a cancellation.

You may change which attendees attend a course at any time, provided that in doing so the new attendees has the necessary access to a suitable computer and the required software.

We may make a schedule change due to a reason beyond our control (including trainer illness). We will provide you with as much notice as possible if this occurs and work with you to reschedule at no cost to you. We are not responsible or liable to you or any attendee for any loss or expenses incurred due to that change.

## **8 Right to use training material**

Some of the training material is copyrighted by us and marked as such. All intellectual property rights in the copyrighted training material are and remain owned by us, unless otherwise listed in a quotation. You and the attendees may only use the training material to assist in the proper use of any ANSYS product and for no other purpose. In this clause, training material includes any presentations, exercises, or recordings of the training. Attendees may make notes of the materials but may not substantially reproduce the training materials.



5/19/2022

## **9 Liability**

Our liability under or in connection with the Terms or relating to the training must not exceed the fees paid for the training session to which the liability relates. Without limiting the previous sentence, we exclude all liability for indirect, consequential, or incidental loss or damage, or for loss of profit, savings, business, revenue, and/or goodwill, arising under or in connection with the Terms or relating to the training.