Terms and Conditions for Standard and Online Training Courses

Intergraph will provide training services to the Customer subject to the following terms and conditions:

**General Terms of Payment** - Customer enrollment in Intergraph training courses is subject to acceptance by Intergraph and the Customer meeting the following payment terms:

a. The Customer must submit either a Purchase Order or payment in the form of check, Visa, MasterCard, or American Express for the requested training within 30 days prior to the beginning of the class. If, however, the Customer enrolls with less than 30 days remaining prior to the first day of class, the payment or Purchase Order must be received within 24 hours of enrollment. Intergraph reserves the right to resell any previously-enrolled course seats for which neither payment nor a Purchase Order has been received in accordance with these payment terms.

b. If not paying online, the name of the student, class number, class date, course location and reference to these Terms and Conditions must be included with the check or Purchase Order.

c. Payment terms for Purchase Orders are net 15 days from the date of invoice.

**Multiple Enrollment/Multiple Class Discount Terms of Payment (FOR ONLINE COURSES)** - Intergraph may offer special discounts for multiple enrollments in an online class or multiple online classes. When special Multiple Enrolment/Multiple Class discounts are offered, Customer enrollment in Intergraph online training courses is subject to acceptance by Intergraph and the Customer meeting the following payment terms:

a. Payment must be received by Intergraph not less than 7 days prior to the beginning of first class to receive an offered discount. If payment is not received more than 7 days prior, the Customer will be invoiced and agrees to pay the full course price.

b. Multiple registrations must be requested at the same time for discounts to apply. Courses or enrollments added at a later time will not apply to or qualify Customer for previous discounts.

c. Refunds and cancellations will follow standard and cancellation procedures described below.

d. All other portions of these Terms and Conditions apply to Multiple Enrolment/Multiple Class Discounts.

**Protection and Security** - The Customer acknowledges that training material and information marked confidential, which may come into the Customer’s possession, are proprietary to Intergraph and Customer agrees that such material and information are supplied only to facilitate utilization of their Intergraph-provided equipment and software. The Customer will not disclose such material and information to a third party. The Customer agrees to not duplicate and or distribute any materials obtained through the Intergraph training courses and that all materials will be used for personal use only.

For online training courses, the Customer agrees to not upload copyrighted third party materials to the Web Board. Customer agrees to indemnify and hold harmless Intergraph from all claims, losses, or damages, including reasonable attorneys’ fees, related to Customer’s violation of this term. Provision of hotlinks to original sources is permitted on the Web Board.

**Video or Audio Taping** - Video or audio taping of Intergraph’s training courses is prohibited.

**Assignment** - The rights and obligations defined under these terms are not assignable by the Customer.

**Limitation of Liabilities** – NEITHER INTERGRAPH NOR ITS INSTRUCTORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM ITS PERFORMANCE UNDER THIS AGREEMENT.

**Travel** - Travel/lodging arrangements and expenses are the Customer’s responsibilities for training provided at Intergraph’s training facilities. Customer agrees to reimburse Intergraph for all travel and travel related expenses at Intergraph’s cost through Intergraph's current travel administrative burden rate for training provided at Customer’s facilities.

**Cancellation and Rescheduling** - Cancellation of enrollment by the Customer is subject to the following payment schedule:

a. If notice is given at least 7 days before the first day of class, no cancellation or rescheduling fee is charged, and the tuition, if prepaid, will be held as credit for future classes.

b. If notice is given less than 7 days before the first day of class, a cancellation or rescheduling fee equal to 100% of the tuition is charged. If a registered student fails to appear for a scheduled course, Intergraph retains the right to the full tuition.
c. Intergraph will provide at least a 7-day notice if a class is canceled or rescheduled. Payments for canceled or rescheduled classes will be held as credit for future classes, or, upon written request by the Customer, will be applied to other outstanding balances or refunded. Intergraph assumes no liability for any expense that may be incurred by the Customer as a result of such cancellation or rescheduling.

c. Substitutions may be made at any time upon notification prior to the class start date.

d. If a class is to be conducted at a customer location and is canceled or rescheduled by the Customer without at least a 7-day notice provided to Intergraph prior to the scheduled departure date of the Intergraph instructor, Customer shall reimburse Intergraph for all travel related expenses incurred up to the date notice was received by Intergraph.

**Export Restrictions** - With respect to the export by Customer of Information and/or Technical Data received as a result of Intergraph Training provided under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or Technical Data, the disclosure of the Information and/or Technical Data to a non-U.S. national, or any other activities relating to the Training, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Intergraph's Information and/or Technical Data is subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such Information and/or Technical Data or restricted direct Information and/or Technical Data thereof without first obtaining any necessary authorization from the U.S. Government, when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or Technical Data shipment. Intergraph cannot be held responsible for the delay in delivery of any training or services for which an Export License is refused or delayed by the U.S. Government.

**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 Intergraph pursuant to this Agreement (Taxes). Such Taxes, however, do not include franchise taxes or taxes based on net income. The Customer agrees to pay Intergraph any applicable Taxes or provide Intergraph documentary evidence of an appropriate statutory exemption.

**Governing Law** - This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, United States of America, and the Parties agree to attorn to the jurisdiction of the courts of that State.

**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.

**Entire Agreement** - These terms 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.

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