

## MICROCAD TRAINING & CONSULTING GENERAL TERMS AND CONDITIONS

### Products, Services and Guarantees

**Software Sales** All software sales are final unless MicroCAD is notified in writing within fifteen (15) calendar days from the sale invoice date or sales date for online/website sales, that customer intends to return unregistered software.

**Training and Certification** Open enrollment classes will be held in one of MicroCAD's Autodesk Authorized Training Centers, which generally requires a minimum of three (3) students. Schedule changes or cancellations are accepted up to seven (7) calendar days prior to the start of the class. Cancellations must be received by email to [registrations@microcad3d.com](mailto:registrations@microcad3d.com). Cancellations received less than seven (7) days of the class start date will not be refunded. Rescheduling less than seven business days before the class start date may incur in an additional rescheduling fee of \$100. MicroCAD reserves the right to reschedule or cancel a class. MicroCAD will notify students of a cancellation not less than three (3) business days prior to the start of class. Students who have paid in full for a class that has been cancelled may choose to register for the next available class date, substitute for a shorter personal session, or receive a refund. In the event of inclement weather, Students are advised to check local announcements regarding public school cancellations in the area where the class is being held, as MicroCAD will follow public school district rulings regarding class cancellations. As a Massachusetts Workforce Training Fund (WTF) provider, MicroCAD adheres to WTF program guidelines and will provide assistance to customers in navigating the state's grant program but cannot guarantee successful reimbursement under WTF. MicroCAD does not guarantee that a student will obtain a certification or pass an exam following completion of a training course.

**Advanced Technical Support Contracts** Support contracts are available for purchase with terms corresponding to related Autodesk software purchases. Technical support is provided via phone, email, web, and remote-access. The MicroCAD Advanced Support contract guarantees customers an escalated priority response within four (4) business hours of the initial support request. Advanced Support does not include hardware or OS failures, third-party add-ons, corrupt files, software not sold by MicroCAD, firewall or antivirus customization. If Advanced Support is declined at the time of the Autodesk software purchase, customers will still be entitled to MicroCAD Basic Support. Basic Support includes up to two (2) 15-minute cases for one designated individual within a company, and a lower priority response window of forty-eight (48) business hours following the initial support request. Basic Support is limited to phone, email and web.

**Hourly Technical Support** Ad-hoc hourly support charges vary and may be prepaid or charged per incident. Hourly support includes file review/diagnostics, remote installation, point training, product use strategy, and assistance with Autodesk software upgrades, configuration and deployments.

**Remote and Onsite Consulting Services** MicroCAD will assess the needs of the customer to offer appropriate and agreed-upon consulting services. The final decision is solely up to the customer. Refer to the document "*Terms and Conditions for Consulting Work*".

**Plotter Maintenance and Repair Services** As an HP Gold Partner, all repair work is performed by HP certified technicians and includes a three (3) month warranty on parts and labor. Services will be scheduled by MicroCAD upon receipt of a signed quote. Schedule changes or service call cancellations are accepted up to twenty-four (24) hours prior to the date of service. Cancellations received within twenty-four (24) hours of the date of service may be subject to an additional rescheduling fee and fifteen percent (15%) restocking fee for parts ordered.

### Billing, Credit and Payment Terms

All invoices will be billed with standard payment terms of Net 15 days unless extended terms are specifically granted. Payment for all online/website sales will be due immediately. Onsite consulting will be billed at MicroCAD's sole discretion, depending upon the scope and duration of the engagement. Services for short-term engagements will be billed in advance as a lump-sum based upon the quoted estimate. Services for long-term engagements will be progress-billed based either on the completion of mutually agreed upon milestones, or in weekly or monthly intervals based upon labor resources rendered. An advance payment (deposit) based upon the quoted estimate may be required prior to commencement of any long-term engagement. Extended payment terms may be granted based on prior credit approval. Payment for services may be initiated electronically immediately upon acceptance of the quote, otherwise an invoice for services will be issued once

the quote is accepted. MicroCAD will not automatically agree to or otherwise assume credit terms as stated on a purchase order. MicroCAD accepts payment by check as well as various electronic forms of payment including all major credit cards, Fed Wire, cashier's check, money order, and ACH variants. All checks should be made payable to: MicroCAD Training & Consulting, Inc. and mailed directly to: *MicroCAD Training & Consulting, Attn: Accounts Receivable, 440 Arsenal St, Watertown, MA 02472.*

### Payment Discounts and Late Fees

MicroCAD quotes include a 1.5% cash discount for payments made by check, ACH, Fed Wire or Electronic Check Acceptance (ECA). This discount is automatically reflected in the quoted price. Payments made by credit card will not qualify for the cash discount and will therefore forfeit the 1.5% discount unless purchased through MicroCAD's website. Credit card charges are limited to a maximum of \$10,000. MicroCAD does not offer early payment discounts. Unpaid invoices greater than thirty (30) calendar days will be deemed Past Due unless prior arrangements have been made. Late fees on Past Due invoices will be periodically assessed on an annual basis not to exceed eighteen percent (18%) or the maximum allowable rate up to 18% depending on state and local laws.

### Solicitation of Personnel

In contracting with MicroCAD for goods and/or services, the customer hereby agrees not to actively solicit for hire, cause to be hired, or otherwise engage the services of any MicroCAD personnel, either on an independent contractor, full or part-time employment basis, during the course of the contracted engagement for up to one (1) full year following the date of completion for the most recent service or contract without obtaining written consent from MicroCAD. Such consent may include financial compensation and/or fees for the loss of services and/or investments made by MicroCAD on behalf of the personnel. This compensation will be no less than thirty five percent (35%) of the current yearly salary of said employee. Should an agreement be reached, the customer will agree to pay any compensation and/or fee prior to the individual's new employment/contract start date. Customer acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of MicroCAD and are considered to be reasonable for such purpose. Customer agrees to these restrictions in consideration for the services provided by MicroCAD. Customer acknowledges (i) that MicroCAD will suffer irreparable harm due to breach of any obligations under this section; and (ii) that monetary damages will be inadequate to compensate MicroCAD for such a breach. Therefore, if Customer fails to compensate MicroCAD for the solicitation of a MicroCAD employee, MicroCAD shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

### Sales Tax Indemnification

All customers agree to indemnify, defend and hold MicroCAD harmless from any and all sales tax fines, penalties, damages and costs including attorney fees incurred as a result of a determination by taxing authorities that the purchase was subject to payment of sales or use tax.

### All prices are subject to change without notice

**Hours of operation, including technical support coverage** are 8am to 5pm EST, Monday thru Friday, excluding holidays.

**This agreement shall be governed by Massachusetts Law, and subject to mandatory arbitration through the AAA as a condition precedent to litigation. Exclusive venue for all disputes is Middlesex County, MA.**

All orders placed shall be subject exclusively to the General Terms and Conditions, as well as supplemental agreements provided in writing by MicroCAD at the time of contract. Any additions, modifications or waivers of any of the Terms and Conditions shall only be effective if agreed to in writing by an authorized representative of MicroCAD Training & Consulting, Inc.