

Training and Professional Services Terms and Conditions

Last modified May 2025

These Terms and Conditions, together with all Exhibits and Sales Orders (collectively, the “**Agreement**”), is by and between Design Data Corp, dba SDS2 and ALLPLAN, a Nebraska Corporation (“**ALLPLAN**”), located at 8333 Glynoaks Dr., Ste. 200 Lincoln, NE 68516 and Customer for Training Services, Project Consultation, and other Professional Services (collectively, the “**Training**”) identified in the applicable Sales Order for the use of the software and technology licensed by ALLPLAN (“**the Licensed Technology**”). The Sales Order is subject to the Agreement and incorporates the Agreement by this reference. This Agreement shall be effective on the date set forth in the Sales Order (the “**Effective Date**”). “**Party**” or “**Parties**” shall mean, individually, ALLPLAN and Customer as the context requires and, collectively, ALLPLAN and Customer.

1. Instructor-Led Training

1.1. General

- 1.1.1. ALLPLAN will provide Instructor(s) to remotely deliver live Training sessions, if included in the Sales Order.
- 1.1.2. Hours are based on a single Instructor.
- 1.1.3. ALLPLAN will attempt to provide the same Instructor for all Training sessions but may substitute Instructors at any time.
- 1.1.4. Training sessions will be delivered primarily from standard format lesson plans.
- 1.1.5. Customer may request that Training sessions include content based on an example project intended to reflect Customer's intended use of the Licensed Technology. Such content shall not exceed 40% of the total training time.
- 1.1.6. Customer may include up to 8 participants per Instructor. If Customer includes additional participants, then ALLPLAN may include additional Instructors which will reduce the total number of hours of training.

1.2. Scope and Scheduling

- 1.2.1. Training sessions will be held on dates and times mutually agreed upon by ALLPLAN and Customer.
- 1.2.2. Training sessions will be scheduled for durations of no less than 2 hours and no more than 4 hours.
- 1.2.3. Training sessions will be scheduled for a minimum frequency of 1 session per week and a maximum frequency of 2 sessions per week.
- 1.2.4. Customer shall allow a minimum of 2 weeks from date of purchase to schedule Training sessions. During this time, ALLPLAN will provide a suggested schedule and scope of Training.
- 1.2.5. The Parties will agree on the scope of Training before the first Training session starts.

- 1.2.6. The Instructor may adjust the scope of Training to complete the Training sessions within the number of hours purchased by Customer.
- 1.2.7. All hours must be scheduled before training is delivered.
- 1.2.8. All Training sessions must be scheduled for dates within 180 calendar days from the Effective Date.
- 1.2.9. All remaining hours shall expire 180 calendar days from the Effective Date.
- 1.3. Cancellations and Rescheduling
 - 1.3.1. Training sessions may be rescheduled if agreed upon by both Parties.
 - 1.3.2. Training sessions may not be rescheduled within 24 hours of their scheduled start time.
 - 1.3.3. If Customer cancels any Training session within 24 hours of its scheduled start time, Customer forfeits all hours scheduled for that Training session. This includes ending early any Training after it has started.
 - 1.3.4. If ALLPLAN cancels any Training session within 24 hours of its scheduled start time, the Training session will be rescheduled on a date mutually agreed by the Parties. This includes ending early any Training session after it has started.
 - 1.3.5. Trainings sessions which are cancelled at the fault of neither Party will be rescheduled on a date mutually agreed by the Parties.
- 1.4. Conferencing System
 - 1.4.1. ALLPLAN will host Training sessions using Microsoft Teams or a similar conferencing system which is compliant with data privacy and data security regulations at ALLPLAN.
 - 1.4.2. Training sessions may be recorded if all participants in the Training session agree. Recordings created by ALLPLAN can be shared with Customer upon request without additional charges.
 - 1.4.3. If Customer elects to use their own conferencing system, then Customer is responsible for recording any Training sessions and agrees to share recordings with ALLPLAN within 14 calendar days of the recording being made.
 - 1.4.4. Customer may only record Training sessions using a system approved by ALLPLAN.
 - 1.4.5. Customer may use recordings only for training Customer's employees. Customer shall not distribute recordings, in whole or in part, without written approval from ALLPLAN.
 - 1.4.6. Customer is responsible for providing their participants with all licenses and equipment necessary to participate in the Training (e.g., webcams, headsets, reliable internet connection, etc.).

2. On-Site Training

- 2.1. General
 - 2.1.1. ALLPLAN will provide Instructor(s) to deliver live Training sessions at Customer's location, if included in the Sales Order.

- 2.1.2. Training sessions will be delivered primarily from standard format lesson plans.
 - 2.1.3. Customer may request that Training sessions include content based on an example project reflecting Customer's intended use of the Licensed Technology. Such content shall not exceed 40% of the total Training time.
 - 2.1.4. Days are based on a single Instructor.
 - 2.1.5. Customer may include up to 8 participants per Instructor. If Customer includes additional participants, ALLPLAN may include additional Instructors which will reduce the total number of days of training.
- 2.2. Scope and Scheduling
- 2.2.1. Training sessions will be held on dates mutually agreed upon by the Parties.
 - 2.2.2. Training sessions must be scheduled for a minimum of 2 consecutive days and a maximum of 5 consecutive days.
 - 2.2.3. Training sessions will be held from 09:00 to 17:00 local time (at Customer's site) excluding a one-hour lunch break. Alternative start and end times may be accommodated at ALLPLAN's discretion, but in no case shall the total number Training hours per day exceed seven hours.
 - 2.2.4. Customer shall allow a minimum of 4 weeks from the Effective Date to start the Training. During this time, ALLPLAN will provide a suggested schedule and scope of Training.
 - 2.2.5. The Parties will agree on the scope of Training before the first Training session starts.
 - 2.2.6. The Instructor may adjust the scope of Training to complete the Training sessions within the number of days shown in the Sales Order.
 - 2.2.7. All Training sessions must be scheduled before training is delivered.
 - 2.2.8. All Training sessions must be scheduled for dates within 180 calendar days from the Effective Date.
 - 2.2.9. Any remaining days shall expire after 180 calendar days from the Effective Date.
- 2.3. Training Environment
- 2.3.1. Instructors shall provide their own workstation.
 - 2.3.2. Customer is responsible for all hardware and accessories necessary for the Instructor to conduct training.
 - 2.3.3. Customer is responsible for taking all precautions to ensure the safety of the Instructors while at Customer's location, including providing any necessary personal protective equipment.
 - 2.3.4. Customer may record Training sessions if all participants in the Training session agree. Customer shall share all recordings with ALLPLAN within 14 calendar days of recording being made.
 - 2.3.5. Customer may only record Training sessions using a system approved by ALLPLAN.

- 2.3.6. Customer may use recordings only for training Customer's employees. Customer shall not distribute recordings, in whole or in part, without written approval from ALLPLAN.
- 2.3.7. Customer is responsible for providing their participants with all licenses and equipment necessary to participate in the Training.
- 2.4. Cancellations and Rescheduling
 - 2.4.1. Training sessions may be rescheduled if agreed upon by both ALLPLAN and Customer.
 - 2.4.2. Training sessions may not be rescheduled within 7 calendar days of their scheduled start date.
 - 2.4.3. If Customer cancels any Training session within 7 calendar days of their scheduled start date, then Customer forfeits 50% of the scheduled days, rounded up to the nearest whole day. Customer agrees to pay any non-refundable travel costs already incurred by ALLPLAN at the time of cancellation. The remaining days shall be rescheduled.
 - 2.4.4. If ALLPLAN cancels any Training session within 7 calendar days of their scheduled start date, then the Training sessions will be rescheduled.
 - 2.4.5. Training sessions cancelled at the fault of neither party will be rescheduled.

3. Project Consultation

- 3.1. General
 - 3.1.1. ALLPLAN will provide Consultants to complete any work described by Customer, if included in the Sales Order.
 - 3.1.2. ALLPLAN may provide a single Consultant or multiple Consultants as necessary based on availability and expertise.
 - 3.1.3. The scope of work shall not include any tasks, deliverables, or services that Customer intends to deliver to, or charge for, any third party. The Customer shall not use ALLPLAN's services as part of any outsourcing or subcontracting arrangement to fulfill obligations to its own clients.
 - 3.1.4. It should be expected that the Consultants will complete some portion of the work independently and without the direct supervision of Customer.
- 3.2. Scope of Work
 - 3.2.1. ALLPLAN makes no guarantees or warranties that Customer's scope of work will be completed within the hours purchased by Customer.
 - 3.2.2. Customer may adjust the scope of work at any time. Adjustments to the scope of work will not affect hours of work already expended by Consultants.
 - 3.2.3. The Consultants shall regularly report to Customer the progress of the work and the number of hours expended.
 - 3.2.4. Hours expended shall include any time spent by the Consultants to meet with Customer.

- 3.2.5. If Customer's work is not completed within the hours purchased, ALLPLAN will provide to Customer any work in progress.
- 3.2.6. Any hours of Consultants not expended shall expire after 180 calendar days from the Effective Date.

4. Fees, Travel Costs, and Payment

4.1. Fees

- 4.1.1. Customer shall pay ALLPLAN a Service Fee for the Training or Consultation as set forth in the applicable Sales order.
- 4.1.2. Before the first Training or Consulting has been delivered, Customer shall pay an advance of 50% of the total Service Fee, which will not be refunded.
- 4.1.3. Customer shall pay the remaining balance of the Service Fee after Training has been completed or all hours of Consultancy have been expended or after 180 calendar days from the Effective Date, whichever occurs first.
- 4.1.4. Customer shall be exempt from paying the remaining balance of the Service Fee, if less than 50% of the total Training has been completed or less than 50% of the Consulting hours were expended within 180 calendar days from the Effective Date. This waiver does not include travel costs incurred by Instructors.

4.2. Travel Costs

- 4.2.1. Travel expenses for Instructors in case of On-Site Training are not included in the Service Fees and shall be fully paid by Customer.
- 4.2.2. Travel expenses may include flights, car rentals, miles traveled using a personal vehicle, and accommodation. At Customer's request, ALLPLAN can provide an estimate of travel expenses.
- 4.2.3. Any travel costs associated with any Instructors attending solely for internal training purposes shall be fully paid by ALLPLAN.
- 4.2.4. Customer will be invoiced separately for travel costs incurred by Instructors and for Service Fees.