PMOD Technologies LLC Industriestrasse 26 8117 Faellanden, Switzerland

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Revision: Tuesday, June 13, 2023

PMOD Training & Support Packages

As a PMOD user you benefit from the combination of up-to-date maintained software along with access to our experienced Support team and detailed Documentation.

For both new and experienced users, our complete documentation is available on https://doc.pmod.com and video tutorials with follow-along workflows can be found on our website: www.pmod.com/open/training. We also hold regular in-person training courses where you can learn the basics and get tips for your own data and projects.

For personalized and advanced training, custom training packages are available:

PMOD Training & Support Package (TSP)

- Personal/small group sessions via online communication (Teams, Zoom, etc.)
- Content tailored to your needs
- Credit in multiples of 5 hours

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Cost: 1250 CHF/EUR/USD per 5-hour package*

^{*} Fees for expedited scheduling and support of dated software versions apply

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Terms and Conditions for Remote Software Training & Support Packages

These Terms and Conditions govern the sale and use of the Remote Software Training & Support Packages ("Packages") provided by PMOD Technologies LLC ("Provider") to the purchaser ("Customer"). By purchasing and using the Packages, the Customer agrees to abide by the terms and conditions outlined below:

1. Package Description:

- a. The Packages consist of remote software training and support services provided by the Provider for the PMOD Software.
- b. Each Package includes 5 hours of remote training and support time.
- c. The training and support will be provided remotely via video conference (e.g. MS Teams).

2. Package Purchase:

- a. To purchase a Package, the Customer must raise a Purchase Order (P.O.) against a valid quote provided by the Provider.
- b. Upon confirmation of the P.O., the Provider will issue an invoice payable net within 30 days.
- c. Packages are subject to advance payment.
- d. Once payment is received, the Provider will issue a Package-Delivery Note confirming the payment and activating the credit.

3. Scheduling and Package Management:

- a. To plan the initial session, the Customer should contact support@pmod.com and provide the Package invoice reference.
- b. A Support Ticket within the Provider's Support System will be opened for all future communication regarding the Package, including planning of future sessions, details on the desired content of upcoming sessions, remaining credit communications, and conclusion notices.
- c. The Customer must schedule the training and support sessions with the Provider a minimum of 10 business days in advance.
- d. Details regarding the required training, relevant applications, data, etc., should be shared with the Provider at least 5 business days prior to the planned session.
- e. The duration of each session, including communication, preparation, and pre- & post-processing (if applicable), will be deducted from the Credit in minutes.
- f. Session lengths should be between 1 to 2 hours.
- g. Sessions will be scheduled based on the availability of both the Customer and the Provider.
- h. The Customer understands and agrees that the Provider cannot guarantee immediate availability for scheduling.
- Expedite sessions with less than 10 days' notice are subject to an expedite fee of 250 CHF per hour.
- j. Sessions for training on software versions outside Provider's Support Policy (https://www.pmod.com/open/support.html) are subject to a fee of 1250 CHF.

4. Cancellation and Rescheduling

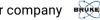
a. The Customer may cancel or reschedule a scheduled session by providing at least 24 hours' notice to the Provider.

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- b. Failure to provide sufficient notice may result in the deduction of the scheduled hours from the Package.
- c. The provider reserves the right to cancel, reschedule, delay, or make other changes to planned sessions.

5. **Expiration**

- a. Each Package is valid for a period of 12 months from the date of purchase.
- b. Any unused hours within a Package will expire at the end of the 12-month period
- c. Expired Credit is non-refundable.

6. Limitations

- a. The Provider will make reasonable efforts to address the Customer's software training and support needs within the allotted time.
- b. The Provider does not guarantee the resolution of all issues within the 5-hour time frame, as the complexity of the issues may vary.
- c. Training content is limited to biomedical image processing and quantification using the PMOD software according to the software specifications (https://www.pmod.com/open/specifications).

7. **Intellectual Property:**

- a. The client may record the meeting for internal training purposes.
- b. If the Customer wishes to record a meeting, the Customer is responsible for organizing and hosting the meeting.
- c. Sharing recordings outside of the Customer's organization requires explicit pre-approval from the Provider.
- d. The Customer acknowledges and agrees that any training materials, documentation, or other intellectual property provided by the Provider during the training sessions are the exclusive property of the Provider.
- e. The Customer may not reproduce, distribute, or disclose any of the Provider's intellectual property or know-how without prior written consent.
- The Provider reserves the right to use materials, such as slides and videos, generated for the Customer's package for other purposes.
- g. Customer image data that is provided to Provider as part of the software training will not be re-used without the express permission of the Customer and proper credit will be given.

8. Liability

a. The Provider shall not be held liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the Packages.

9. **Termination**

a. These conditions apply until the training package has been consumed or has expired according to section 5.

Governing Law: 10.

a. This Agreement shall be governed by and interpreted in accordance with the laws of Zürich, Switzerland, without regard to its conflict of laws principles.

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b. By purchasing and using the Packages, the Customer acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.