Offering-Specific Terms -
CALIPRI Predictor

These Offering-Specific Terms (“Terms”) are supplemental to the Hexagon Manufacturing Intelligence Cloud Services Agreement and apply to any CALIPRI Predictor Services offerings or subscriptions. In the event of a conflict between these Terms and the terms of the Hexagon Manufacturing Intelligence Cloud Services Agreement, these Terms shall prevail with respect to CALIPRI Predictor Services. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Hexagon Manufacturing Intelligence Cloud Services Agreement.

Description of Services
CALIPRI Predictor is developed by Nextsense, a Hexagon company. CALIPRI Predictor is offered on a subscription basis and allows storing and analysis of wheelset measurement data in the railway industry. CALIPRI Predictor allows Customer to view, update and delete measurements through a user interface. In addition, it allows trend analysis of wheel dimensions and 2D profile comparison of wheel measurements from Calipri devices.

Measurement
One “measurement” consists of all measurement results of one wheel set, regardless of the number and type of measurement results (wheel profiles, diameters, brake discs, etc.), which were uploaded to the CALIPRI Predictor service.

Device
A device is a measurement device which is compatible with the CALIPRI Predictor Service, stated in the data sheet on the website https://www.nextsense-worldwide.com/en/industries/railway/calipri-predictor.html. For automatic upload the SFx Desktop utility (or successor SFx tool) must be installed, and internet connection must be provided by the Customer.

Subscription Offerings
The available subscription offerings are as set forth in the then-current CALIPRI Predictor data sheet posted on https://www.nextsense-worldwide.com/en/industries/railway/calipri-predictor.html. Offerings are subject to modification or discontinuance at any time.

Subscription Level Limitations
- The number of measurements is visible on the platform. If the contracted amount of measurements are exceeded, Hexagon reserves the right to invoice Customer for additional Measurement packages, and Customer will pay such fees in accordance with the applicable invoices. Any such additional packages are also subject to automatic renewal, if Customer has agreed to auto-renewal for the initial order form.
- Unused measurements for a period expire and are not rolled over to a new period.
- If an additional device is added after the start of the Subscription, the Subscription fee (and the maximum number of measurements) for the additional device will be prorated.
- Ordered Subscriptions are non-cancellable and non-refundable. If a device is removed, the Customer must cancel this part of the Subscription for the next renewal period. There will be no refund or credits.
- We reserve the right to transfer older measurement data to low performance storage.

Disclaimer
Some features in the CALIPRI Predictor Service calculate a date, a remaining estimated milage, or other information of an asset. Those estimations are a based on different calculation methods (e.g. linear function) and Hexagon makes no representation or guarantee of any kind about the estimation, or its accuracy or reliability.
Technical Support
Standard remote technical support is included with purchased CALIPRI Predictor Subscriptions. Technical support will be via telephone, email, or other means Hexagon (or its affiliates, as applicable) makes generally available to other similarly situated end user customers of the CALIPRI Predictor Subscription. Technical support does not include training, consulting, or on-site services.

Notification Service
This Service may enable Customer to send or receive email messages in relation to certain event types. Hexagon may use a third-party service provider to provide Customer with notification service. Customer may only use notifications services to send notifications to recipients who have agreed to receive such notifications, and Customer shall comply with the terms and conditions of the Agreement (including Acceptable Use Policy), as well as all applicable laws and regulations in connection with sending such notifications. Notifications sent through Notification Service may be blocked, delayed or prevented from being delivered by destination servers and other reasons outside of Hexagon’s control and there is no warranty that Notification Service will be uninterrupted, secure or error free or that notifications will reach their intended destination.

Deletion of Customer Data
Upon expiration or termination of a Subscription or Services, Hexagon may delete, without notice, related Customer Data, including backups thereof. Customer may request deletion of Customer Data in writing per Hexagon’s then-current procedures. Customer understands that despite any deletion of Customer Data, some Customer Data may remain in the Services backup files until expiration of such files as governed by Hexagon’s or its Affiliate’s backup retention practices.