Offering-Specific Terms -

**DESIGNER software Hosted Features**

These Offering-Specific Terms (“Terms”) are supplemental to the Hexagon Manufacturing Intelligence Cloud Services Agreement, and apply to the **DESIGNER software cloud-hosted features** (the “Services”). 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 the **DESIGNER software cloud-hosted features**. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Hexagon Manufacturing Intelligence Cloud Services Agreement.

**Description of Services**

Certain features or capabilities (e.g., Materials and Bending Data) associated with desktop DESIGNER software (“Software”) may require access to and use of cloud-hosted content and/or services (“Hosted Features”, sometimes referred to in these Terms and the Agreement as “Services”). While use of the Software is governed by the applicable Hexagon Group end user/software license agreement associated with the Software (“Applicable EULA”), access and use of the Hosted Features shall be subject to the terms and conditions of this Agreement, as supplemented and amended by these Terms.

**Cloud Services Registration**

Authorized Users (as defined in the Applicable EULA) of Software wishing to access and use of the Hosted Features will be required to follow the then-current Hexagon-required cloud registration process.

**Hexagon Entity**

For the purposes of the Hosted Features, execution of a Cloud Services Order Form is typically not needed. The Parties to the Cloud Services Agreement (as supplemented and amended by these Terms) shall be, on the one hand, the licensee of the Software (“Customer” for the purposes of this Agreement), and Planit Software Ltd, having its registered office at 1370 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4HA, United Kingdom (“Hexagon” for the purposes of this Agreement). By registering for the Hexagon cloud services in connection with the Hosted Features, or accessing or using the Hosted Features, Customer agrees to the terms of this Agreement, as supplemented and amended by these Terms, and Customer represents and warrants that it has an active and valid Subscription License (or Maintenance contract) for the Software.

**Authorized Users**

Access to and use of any Hosted Features is limited to Customer’s authorized users (as defined in the Applicable EULA) of the Software with an active and valid Subscription License or Maintenance contract for that Software. Hexagon reserves the right to limit registration, access to, and use of the Hosted Features to a single named authorized user per active Subscription License or Maintenance contract for the Software. By registering for Hexagon cloud services in connection with the Hosted Features, or accessing or using the Hosted Features, each Customer user agrees to these Terms, as well as the Hexagon Manufacturing Intelligence Cloud Services Agreement Acceptable Use Policy available at [https://www.hexagonmi.com/terms](https://www.hexagonmi.com/terms) (or successor URL).

**Limitations**

Hexagon reserves the right, in its sole discretion, to implement (and from time-to-time change) storage, accessibility, performance and other limitations on the Services.

Hosted Features may not be available in or from certain countries or jurisdictions, or for certain license types, as determined by Hexagon in its sole discretion.
Additional Usage Rights Regarding Customer Data
In addition to (and not in lieu of) any other uses permitted under the Agreement, Customer further grants Hexagon and its Affiliates a non-exclusive, royalty-free, sub-licensable, transferrable, worldwide right and license to transmit, collect, store, copy, access and use Customer Data, during and after the term of this Agreement, to improve product and service offerings of Hexagon and its Affiliates, including without limitation, for testing of product and service offerings and artificial intelligence. Hexagon and its Affiliates shall own all right, title and interest in, including all intellectual property rights in, any such improvements to product and service offerings of Hexagon and its Affiliates.

Technical Support
Technical support by Hexagon (or its Affiliates) for the Hosted Features is provided under substantially similar terms as the corresponding DESIGNER software Subscription License or Maintenance contract and in accordance with the then-current maintenance policy for DESIGNER software.

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.