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- ▶ Any Purchase Order(s) or other statement of intent to purchase any products, any direction to proceed with shipment of any products, any deposit made with respect to any products, or any acceptance of any products shall constitute Customer's agreement to these Terms and Conditions of Sale.
- ▶ Questions regarding these Terms and Conditions herein should be directed to ap@converge.design
- ▶ For technical support on any branded products or services mentioned herein should be directed to support@converge.design

1 Validity of Quotes and Estimates

- Any Estimate or Quote issued by Converge Design, LLC expires on the last day of the month in which it was issued (unless otherwise noted).
- The issuance of an Estimate or Quote by Converge Design, LLC is expressly conditioned upon and subject to these Terms and Conditions.
- Any additional or different terms or conditions set forth in Customer's Purchase Order(s) or similar communication, even if presented after Customer's receipt of these Terms and Conditions, are objected to and will not be binding upon Converge Design, LLC unless specifically agreed to in writing by an authorized representative of Converge Design, LLC.

2 Taxes, Tariffs, and Duties

- Any applicable taxes, tariffs, and/or duties not specified on an Estimate, Quotation, or Invoice shall be the sole responsibility of the Customer.

3 Late Fees

- Interest charges of 1.5% per month will be applied to any amounts past due.
- Customer's shall pay all costs and expenses incurred by Converge Design, LLC in connection with any debt recovery efforts on delinquent accounts, including, without limitation, reasonable attorneys' fees, expenses, and all court costs.

4 Forms of Payment

4.1 Checks (Mailed)

- Remit-to address can be found on the bottom of each invoice
- For faster processing of payments, include Invoice number/s on your check

4.2 Credit Cards

- Credit Cards are accepted for payment with prior approval by Converge Design, LLC and are subject to a processing fee of 3% of the total purchase amount.
- Accepted Credit Cards include: American Express, VISA, and MasterCard
- Credit card payments can be one-time payments made via Converge's secure online payment portal or setup for "auto-pay" which occurs on the 1st of each month (for recurring services only).

4.3 ACH

- ACH payments initiated by Converge Design, LLC are subject to a processing fee of 3% of the total purchase amount.
- ACH payments initiated by the Customer are not subject to a processing fee.

5 Payment Terms

5.1 Requesting Payment Terms

- For new customers:
 - Completion of "new customer datasheet" is required to request payment terms.
 - Your Sales Representative will initiate the completion of the datasheet.
 - Requested payment terms and/or payment terms indicated on an Estimate or Quote are not automatically approved and are subject to change based on Converge Design, LLC Finance Department review.
 - Converge Finance Department will consider offering requested payment terms if appropriate and reasonable information is provided for consideration.
- For existing customers who want to change payment terms:
 - Send email request to Converge Design, LLC Finance Department at ap@converge.design.
 - Requested payment terms and/or payment terms indicated on an Estimate or Quote are not automatically approved and are subject to change based on Converge Design, LLC Finance Department review.
 - Converge Design, LLC will request financial information for your business and will only consider offering terms if appropriate and reasonable information is provided for consideration.

5.2 Payment Terms Defined

- "Due on Receipt": remittance in full is due as soon as reasonably possible following the issuance of an invoice.
- Net XX: (Example: Net 15, Net 30, etc) remittance in full is due XX days following the issuance of Invoice.

5.3 Default Payment Terms

- Unless otherwise indicated, default payment terms are "Due on Receipt".

6 Invoicing Types and Schedule

- Converge Design, LLC offers a variety of products and services for Purchase.
- Except as noted below, Invoices are issued upon receipt of the customer's approved Purchase Order. Default payment terms or Customer's requested and approved payment terms apply unless otherwise agreed upon in advance.
- One-Time Invoices
 - Invoices issued once for non-subscription products and services.
 - For certain products or services payment is expected "upfront" while others may be indicated as "50/50" or "as used".
 - "50/50" indicates that the amount on the invoice is 50% of the total amount to be invoiced, the remaining 50% will

- be invoiced at a later time such as when a service is completed.
- "as used" indicates a service is provided on an incremental basis and will be invoiced periodically as the service is provided.
- Recurring Invoices
 - Invoices issued periodically to continually renew subscription type products and services.

7 Converge Design Branded Products and Services

7.1 Brand Specific Terms and Conditions

- All Converge Design Products and Services are delivered remotely.
- For all Converge Design Products and Services, these Terms and Conditions apply.
- Services shall not commence until the Customer has reviewed, acknowledged, and signed the applicable Statement of Work (SOW), Statement of Services (SOS), and/or Vendors Terms/Policies/EULA which outlines the specific scope, deliverables, timelines, and pricing related to the services to be provided.
- The signed SOW/SOS and other documents constitute a binding agreement between the Customer and Converge or Vendor for the specified services.
- In the absence of such signed documentation, Converge shall not be obligated to begin work, and no service-related obligations shall be deemed to have been assumed.

7.2 Invoice Schedules

- One-Time Products and Services:
 - Invoices marked "Upfront" will be issued upon acceptance of the Purchase Order.
 - Invoices marked "50/50" will have one invoice issued upon acceptance of the Purchase Order for 50% of the total amount due. A second invoice for the remaining 50% will be issued when the Purchased product is delivered or Service is completed.
 - Invoices marked "as Used" will have invoices issued periodically as incremental parts of the service are completed. Unless otherwise specified, this will be on the 1st of each month for services increments completed in the proceeding month.
- Service/Support Subscription:
 - Invoices for monthly terms will be issued on the 1st of the month following acceptance of the Purchase Order and on the 1st of each subsequent month until the subscription is canceled.
 - Invoices for annual terms will be issued on the 1st of the month following acceptance of Purchase Order and on the 1st of the same month in subsequent years until the subscription is canceled.

7.3 Renewal

- All Converge services are prepaid and subject to automatic renewal at the end of the purchased term for the then currently applicable rate for the same term unless said renewal is canceled, in writing, 60 days prior to the renewal date.

7.4 Cancellation

- Monthly Invoiced Services
 - Cancellation of current services must be in writing and received by Converge Design 60 days in advance of the desired end of service.
 - Customer will be Invoiced and responsible for payment up through the end of the month that coincides with the month of the desired end of service. Invoices will be issued for whole months only.
 - Upon delivery and / or activation, products and services cannot be returned or refunded.
- Annually Invoiced Services
 - Current services can not be canceled before the applicable entitlement end date.
 - Upon delivery and / or activation, products and services cannot be returned or refunded.

- Service/support Subscription Renewal must be canceled, in writing, 15 days prior to the renewal date.

7.5 Non-Payment, Suspension, and Termination

- In the event the Customer fails to make payment for Converge Design branded Products or Services within 30 days of the due date, Converge Design reserves the right to "Suspend" services and/or entitlements until payment in full is received by Converge Design.
- "Suspending" service means Converge Design will not start and/or will stop in-progress services as well as suspend support services such as providing resolution to support requests.

8 Dassault Systemes Branded Products and Services

8.1 Brand Specific Terms and Conditions

- All Dassault Systemes branded products and services (SOLIDWORKS and 3DEXPERIENCE) offered by Converge Design, LLC are subject to the applicable Dassault Systemes Terms and Conditions as well as these Terms and Conditions.
- Purchase of Dassault Systemes products and services does NOT include tangible media (i.e. CD, DVD, USB Drive) unless expressly requested for applicable products and services and said request is included as part of the purchase of said products and services.
- <https://www.3ds.com/terms>
- Services shall not commence until the Customer has reviewed, acknowledged, and signed the applicable Statement of Work (SOW), Statement of Services (SOS), and/or Vendors Terms/Policies/EULA which outlines the specific scope, deliverables, timelines, and pricing related to the services to be provided.
- The signed SOW/SOS and other documents constitute a binding agreement between the Customer and Converge or Vendor for the specified services.
- In the absence of such signed documentation, Converge shall not be obligated to begin work, and no service-related obligations shall be deemed to have been assumed.

8.2 Invoice Schedules

- One-Time Products and Services: (Perpetual Software Licenses and Fees)
 - Invoices are One-Time and marked "Upfront". They will be issued upon acceptance of the Purchase Order.
- Service/Support Subscription: (Term Software Licenses, Term Software Access, Service/Support Subscription)
 - Invoices are Recurring and marked "Upfront". They will be issued on the Subscription Renewal date or the day following the Entitlement End Date, which ever is sooner.

8.3 Renewal

- All Dassault Systemes service/support subscriptions are prepaid and subject to automatic renewal at the end of the purchased term for the then currently applicable rate for the same term.
- Clients are required to pay for lapsed subscription time up to 3 years, plus 1 year subscription forward.
 - Lapsed subscription years will be at the list price of the expired subscription.
 - The 1 year forward subscription for SOLIDWORKS Desktop CAD will include Cloud Services.

8.4 Cancellation of Solidworks/Dassault Systemes Products and Services

- Current services can not be canceled before the applicable entitlement end date.
- Upon delivery and / or activation, products and services cannot be returned or refunded.
- Service/support Subscription Renewal must be canceled, in writing, 15 days prior to the renewal date.

8.5 Non-Payment, Suspension, and Termination

- In the event the Customer fails to make payment for Dassault Systemes branded Products or Services within 30 days of the due date, Converge Design reserves the right to "Suspend" services and/or entitlements until payment in full is received by Converge Design.

- "Suspending" service means Converge Design will not start and/or will stop in-progress services as well as suspend support services such as providing resolution to support requests.

9 EpiGrid Branded Products and Services

9.1 Brand Specific Terms and Conditions

- All EpiGrid branded products or services offered by Converge Design, LLC are subject to the EpiGrid, LLC Terms and Conditions in addition to these Terms and Conditions.
- All EpiGrid Products and Services are delivered remotely.
- www.epigrd.com/legal
- Services shall not commence until the Customer has reviewed, acknowledged, and signed the applicable Statement of Work (SOW), Statement of Services (SOS), and/or Vendors Terms/Policies/EULA which outlines the specific scope, deliverables, timelines, and pricing related to the services to be provided.
- The signed SOW/SOS and other documents constitute a binding agreement between the Customer and Converge or Vendor for the specified services.
- In the absence of such signed documentation, Converge shall not be obligated to begin work, and no service-related obligations shall be deemed to have been assumed.

9.2 Invoice Schedule

- One-Time Products and Services: (Hosting Configuration and Consulting)
 - Invoices are One-Time and marked "Upfront". They will be issued upon acceptance of the Purchase Order.
- Service Subscription: (Hosted Resources)
 - Invoices for monthly terms will be issued on the 1st of the month following acceptance of the Purchase Order and on the 1st of each subsequent month until the subscription is canceled.
 - Invoices for annual terms will be issued on the 1st of the month following acceptance of Purchase Order and on the 1st of the same month in subsequent years until the subscription is canceled.

9.3 Renewal

- All EpiGrid services are prepaid and subject to automatic renewal at the end of the purchased term for the then currently applicable rate for the same term.
- Renewal purchase orders received after the renewal end date are subject to a 5% late fee on the invoice total.

9.4 Cancellation

- Monthly Invoiced Services
 - Cancellation of current services must be in writing and received by Converge Design 60 days in advance of the desired end of service.
 - Customer will be Invoiced and responsible for payment up through the end of the month that coincides with the month of the desired end of service. Invoices will be issued for whole months only.
 - Upon delivery and / or activation, products and services cannot be returned or refunded.
- Annually Invoiced Services
 - Current services can not be canceled prior to the applicable entitlement end date.
 - Upon delivery and / or activation, products and services cannot be returned or refunded.
 - Service/support Subscription Renewal must be canceled, in writing, 15 days prior to the renewal date.
- Data Retrieval
 - It is the sole responsibility of the Customer to retrieve all data from the hosted resources before the requested end of service date. Access to hosted resources will be revoked the day following the requested end of service date.

- Customer may request assistance and support for retrieving data prior to the requested end of service date. In some cases, additional services and fees may be required and will be the responsibility of the Customer
- See "Termination" below for details about data not retrieved on or before the end of service date
- Data Retention
 - When the 60-day cancellation period ends, the Virtual Machine will be decommissioned, and the Customer's data will be permanently deleted unless the Customer purchases and pays for a retention plan at the time of the cancellation request.
 - Retention plans are available as 30-day, 90-day, or 365-day plans.
 - The Retention Period is the time between the decommissioning of the Virtual Machine (server or virtual desktop instance) and the permanent deletion of the Customer's data.
 - Retention refers to the retention of the customer's data only. It's a stop-gap in the event that the customer needs to access their data after the cancellation date before the data is permanently deleted.
 - The plan carries a reduced cost of storage only based on the current GB used.
- Accessing Data During Retention
 - Customer may request access during the retention period:
 - Restore: Temporary access for a set period (30 or 60 days) with one-time upfront payment.
 - Restart: Full service resumption with standard monthly billing. Requires a new cancellation notice to terminate again.
 - Important
 - All access, restoration, or retention services must be requested at least 5 business days before your scheduled data deletion.
 - Once data is deleted, it cannot be recovered.

9.5 Non-Payment, Suspension, and Termination

- In the event the Customer fails to make payment for EpiGrid branded Products or Services within 30 days of the due date, Converge Design reserves the right to "Suspend" services and/or entitlements until payment in full is received by Converge Design.
- "Suspending" service means Converge Design will not start and/or will stop in-progress services as well as suspend support services such as providing resolution to support requests. In addition, Converge will work with EpiGrid to block access (IE alter VPN settings and/or VPN and PDM passwords) to all hosted resources that have delinquent amounts due. Hosted resources and data will remain intact along with regular backup service during suspension.
- If the Customer is still past due on the 60th day from the due date on the invoice, Converge reserves the right to fully terminate the Customer's EpiGrid Products and/or Services.
- "Terminating" service means Converge Design will work with EpiGrid to permanently block access to all hosted resources. Hosted resources will be powered down after a complete final backup of all data is made. Customer will be solely responsible to request, in writing, the following actions and pay applicable service fees in addition to all past due amounts
 - a) restore hosted resources and data
 - b) request a copy of the data to be shipped on physical storage media to the Customer's address.

10 Flatter Files Branded Products and Services

10.1 Brand Specific Terms and Conditions

- All Flatter Files branded products and services offered by Converge Design, LLC are subject to the applicable Flatter Files Terms and Conditions as well as these Terms and Conditions.
- Flatter Files software is only available as a download from the Vendor.
- <https://www.flatterfiles.com/site/terms/>
- Services shall not commence until the Customer has reviewed, acknowledged, and signed the applicable Statement of

Work (SOW), Statement of Services (SOS), and/or Vendors Terms/Policies/EULA which outlines the specific scope, deliverables, timelines, and pricing related to the services to be provided.

- The signed SOW/SOS and other documents constitute a binding agreement between the Customer and Converge or Vendor for the specified services.
- In the absence of such signed documentation, Converge shall not be obligated to begin work, and no service-related obligations shall be deemed to have been assumed.

10.2 Invoice Schedule

- One-Time Products and Services: (Implementations)
 - Invoices are One-Time and marked "Upfront". They will be issued upon acceptance of the Purchase Order
- Service/Support Subscription: (Term Software Licenses)
 - Invoices are Recurring and marked "Upfront". They will be issued on the Subscription Renewal date or the day following the Entitlement End Date, which ever is sooner.

10.3 Renewal

- All Flatter Files services are prepaid and subject to automatic renewal at the end of the purchased term for the then currently applicable rate.
- Purchase orders received after the renewal date are subject to a 5% late fee.

10.4 Cancellation

- Current services can not be canceled prior to the applicable entitlement end date.
- Upon delivery and / or activation, products and services cannot be returned or refunded.
- If the renewal purchase order is not received within 30 days of the renewal start date, service will be terminated.

10.5 Non-Payment, Suspension, and Termination

- In the event the Customer fails to make payment for Flatter Files branded Products or Services within 30 days of the due date, Converge Design reserves the right to "Suspend" services and/or entitlements until payment in full is received by Converge Design.
- "Suspending" service means Converge Design will not start and/or will stop in-progress services as well as suspend support services such as providing resolution to support requests.

11 SolidProfessor Branded Products

11.1 Branded Specific Terms and Conditions

- All SolidProfessor branded products and services offered by Converge Design, LLC are subject to the applicable SolidProfessor Terms and Conditions as well as these Terms and Conditions.
- <https://solidprofessor.com/terms-and-conditions/>
- Services shall not commence until the Customer has reviewed, acknowledged, and signed the applicable Statement of Work (SOW), Statement of Services (SOS), and/or Vendors Terms/Policies/EULA which outlines the specific scope, deliverables, timelines, and pricing related to the services to be provided.
- The signed SOW/SOS and other documents constitute a binding agreement between the Customer and Converge or Vendor for the specified services.
- In the absence of such signed documentation, Converge shall not be obligated to begin work, and no service-related obligations shall be deemed to have been assumed.

12 Changes and Updates

- These Terms and Conditions are subject to change without notification.

- All Product and Service pricing is subject to change without notice.
- Pricing shown on valid and current Estimates and Quotes will remain valid through the original expiration of the Estimate or Quote.

13 Delivery and Commencement of Services

- No software orders shall be entered or delivered, nor shall any services begin until payment terms have been established and/or met, unless otherwise agreed upon with the customer in advance.

14 Collections

- Any past due amount exceeding 60 days from due date on Invoice is subject to, at Converse Design's sole discretion, be referred to a third party collection agency whereby the Customer agrees to pay all past due amounts as well as any and all collections and/or legal fees.
- Past due amounts exceeding 60 days from due date on the Invoice may result, at Converse Design's sole discretion, in an interruption of service until all past due amounts are paid.

15 Interpretation and Governance

- These entire Terms & Conditions shall be interpreted in accordance with and governed by the laws of Georgia.
- Any disputes shall be completed under the jurisdiction and venue of Hall County, Georgia State Court.

16 Formalization and Agreement

- The Estimate, together with these Terms & Conditions of Sale, embody the entire agreement and understanding between Converse and Customer relating to the subject matter hereof and supersede all prior agreements and understandings related to such subject matter.
- This agreement cannot be modified except in a written document signed by both parties.