



Markem-Imaje Academy Platform Access Terms

1. Definitions

For the purposes of these Markem-Imaje Academy Platform Access Terms, the following terms shall have the meanings as set out below:

“Access Right” means the number and scope of Authorized User access rights to the Platform purchased by the Customer as specified in the applicable Quotation.

“Access Term” means the period during which the Customer is entitled to access and use the Platform as specified in the applicable Quotation.

“Access Terms” means these Markem-Imaje Academy Platform Access Terms governing access to the Markem-Imaje Academy Platform.

“Agreement” means the applicable Quotation together with these Markem-Imaje Academy Platform Access Terms, the Markem-Imaje Terms and Conditions of Sale, and the applicable Terms of Services governing the Customer’s access to and use of the Markem-Imaje Academy Platform.

“Authorized Users” means those employees, contractors or other individuals authorized by the Customer to access and use the Platform, limited to the number and scope of access rights purchased under the applicable Quotation.

“Company” means the Markem-Imaje legal entity identified in the applicable Quotation providing access to the Markem-Imaje Academy Platform.

“Customer” means the legal entity purchasing access to the Markem-Imaje Academy Platform as identified in the applicable Quotation.

“Markem-Imaje Academy Platform” or “Platform” means the learning management system through which the Training Content is made available, currently operated through Adobe Learning Manager or any successor platform designated by the Company.



“Quotation” means the commercial proposal, order confirmation or other document issued by the Company specifying the scope of Services, number of Authorized Users and applicable Access Term.

“Services” means the Markem-Imaje Academy platform access services provided by the Company as described in these Terms and in the applicable Quotation.

“Third-Party Infrastructure” means any infrastructure, hosting services, software or technology provided by third parties and used to make the Platform available, including Adobe Learning Manager.

“Training Content” means the courses, training materials, modules, documentation and other learning content made available through the Platform.

“Usage Metrics” means internal operational data used by the Company to monitor Platform utilization and ensure compliance with the access rights purchased by the Customer.

“User Account” means the individual access credentials assigned to an Authorized User for the purpose of accessing the Platform.

2. Contractual Documentation

These Markem-Imaje Academy Platform Access Terms form an integral part of the applicable Quotation and shall be read together with the applicable Markem-Imaje Terms and Conditions of Sale and the applicable Markem-Imaje Terms of Service.

Except as expressly provided in the applicable Quotation, these Markem-Imaje Academy Platform Access Terms, together with the Markem-Imaje Terms and Condition of Sale and the applicable Terms of Service, located at www.markem-imaje.com/terms-and-conditions, constitute the entire agreement between the Parties relating to the Customer’s access to and use of the Markem-Imaje Academy Platform (the **“Agreement”**).

In the event of any conflict between the contractual documents that constitute the Agreement, the following order of precedence shall apply:

- I. the applicable Quotation;
- II. these Markem-Imaje Academy Platform Access Terms;
- III. the applicable Markem-Imaje Terms and Conditions of Sale; and
- IV. the applicable Markem-Imaje Terms of Service.



Any additional or conflicting terms proposed by the Customer, including those contained in purchase orders or other commercial documentation, are hereby rejected and shall not apply unless expressly agreed in writing by the Company.

The Markem-Imaje Academy Platform Access Terms may be updated from time to time, and the most current version published on the Markem-Imaje website shall apply to future quotations, unless otherwise expressly agreed in writing.

3. Scope of Service

The Company grants the Customer a limited, non-exclusive, non-transferable right to access and use the Markem-Imaje Academy Platform solely for the purpose of accessing and completing the training courses made available through the Platform.

Access to the Markem-Imaje Academy Platform is granted for a fixed and limited term as specified in the applicable Quotation (the “**Access Term**”). Unless otherwise expressly agreed in writing, such access shall automatically expire at the end of the applicable Access Term and shall not renew automatically.

Access to the Platform is strictly limited to the Authorized Users designated by the Customer and within the scope of the access rights purchased under the applicable Quotation. The Customer shall ensure that its Authorized Users comply with these Terms. The Customer remains responsible for all activities carried out through its user accounts.

The Markem-Imaje Academy Platform is made available through third-party infrastructure and technology providers, including **Adobe Learning Manager** or any successor platform designated by the Company. The Customer acknowledges that certain functionalities, availability or performance aspects of the Platform may depend on such third-party infrastructure.

The Company does not guarantee uninterrupted or error-free operation of the Platform and may, from time to time and at its discretion, perform maintenance, updates or modifications to the Platform or its functionalities.

The Company reserves the right to modify, suspend, restrict or discontinue any part of the Platform, or to suspend or revoke the Customer access in the event of misuse, breach of these Markem-Imaje Academy Platform, or use exceeding the access rights purchased by the Customer.



Courses, training modules, certifications, and related materials available within the Platform form part of the “**Services**” provided through the Platform functionality and may be updated, modified, enhanced, replaced, added, or removed from time to time at the Company’s discretion.

The Customer acquires a right to access the Platform and does not acquire any ownership rights in the Platform, software, or the Services provided thereunder.

The Customer acknowledges that the Platform is provided as a standardized service offering and is not customized unless expressly agreed in writing.

4. License Grant and User Access

User access rights may be reassigned where reasonably necessary by the Customer (for example, where personnel changes occur), provided that the number of active Authorized Users does not exceed the access rights purchased under the applicable Quotation.

The number of Authorized Users shall not exceed the number of Access Rights purchased under the applicable Quotation.

The Customer shall not permit access to the Platform by users exceeding such number. Any request to increase the number of Authorized Users shall be subject to the purchase of additional Access Rights under the applicable commercial terms.

5. Authorized Users and Customer Responsibilities

The Customer shall designate and manage Authorized Users, ensure that it has the legal authority to provide user data necessary to create user accounts, ensure that the Authorized Users comply with the applicable contractual terms, and be responsible for all activities conducted under user accounts.

Authorized Users shall not share account credentials with any third party or other users.

The Customer shall remain responsible for any access to the Platform occurring through its authorized user credentials, whether or not such access is authorized by the Customer.

User accounts may be created, activated, modified, suspended, or deleted by the Company as part of the operational administration of the Platform.



6. Platform Content and Updates

The Platform is a continuously evolving service. The Company may update or replace the Third-Party infrastructure used to operate the Platform, update or replace existing courses, introduce new training materials, remove or replace outdated content, and implement technical or functional platform enhancements.

Updated versions of courses may replace earlier versions, and newly introduced content may become available to authorized users as part of the active subscription unless otherwise specified.

The Company shall have no obligation to maintain previous versions of courses, training materials, or platform functionalities once updated versions have been released, unless otherwise expressly agreed in writing.

Updates, enhancements, or configuration changes may be implemented from time to time and may temporarily affect certain Platform functionalities without constituting a service failure.

The Customer acknowledges that access to the Platform does not include the right to any specific features, interface, or functionality, which may be modified, replaced, or discontinued as part of the normal evolution of the service.

7. Certifications

Certificates generated through the Platform confirm completion of specific training modules only and do not constitute professional accreditation, regulatory certification, or a guarantee of operational performance or competence. Certificates are issued solely for informational and training purposes. Certificates may be revoked, reissued, or updated at the Company's sole discretion.

8. Third-Party Infrastructure

The Platform is operated using third-party technology infrastructure, including Adobe Learning Manager. The Company remains responsible for managing the service relationship with the Customer, while certain elements of system availability, hosting, and technical performance depend on the underlying third-party infrastructure.



The Company may update or replace Third-Party infrastructure providers where reasonably necessary to operate, maintain or improve the Platform.

The Company maintains appropriate contractual, security, and data protection arrangements with the infrastructure provider.

9. Availability and Service Performance

The Company shall use commercially reasonable efforts to maintain the operational availability of the Platform. Platform availability may be affected by events beyond the Company's reasonable control, including failures of telecommunications networks, internet service providers, or third-party infrastructure providers.

The Company shall not be liable for temporary service interruptions, delays, or performance limitations directly attributable to failures, outages, or technical issues affecting third-party infrastructure providers, provided that commercially reasonable efforts are made to restore service availability.

The Company shall not be responsible for access or performance issues resulting from the Customer's network environment, internet connectivity, devices, or internal IT systems.

10. Internal Usage Metrics

The Company may use internal usage-measurement mechanisms, including consumption-based metrics, to monitor service utilization, ensure compliance with the access rights purchased by the Customer and manage platform capacity.

Such internal metrics are used solely for operational and service management purposes and shall not affect the Customer's access or Usage Rights unless expressly stated in the applicable Quotation or commercial agreement.

11. Suspension and Termination of Access

The Company reserves the right, at its sole discretion, to suspend or restrict Platform access, including individual user accounts or customer accounts, to prevent unauthorized or fraudulent use, address security concerns, investigate breaches of contractual terms, or respond to technical or operational incidents.



Access Rights automatically expire at the end of the Access Term specified in the applicable Quotation unless renewed.

User training history and courses progress may be retained by the Company after expiration of the Access Term for operational continuity purposes, without granting continued access rights to the Platform unless the access rights are renewed.

The Customer shall not use, nor permit the use of, the Platform in jurisdictions subject to applicable trade restrictions or export control laws, or any territorial restrictions identified by Markem-Imaje in its applicable contractual terms or commercial documentation.

12. Data Protection

Personal data processed in connection with the provision of the Markem-Imaje Academy Platform services shall be handled in accordance with the applicable Markem-Imaje Privacy Notice available at: www.markem-imaje.com/privacy and any applicable data protection provisions incorporated by reference therein or email: privacy@markem-imaje.com, and data protection terms referenced in the applicable contractual documentation.

13. Intellectual Property

All intellectual property rights in the Platform, course materials, documentation, certifications, and related content remain the exclusive property of the Company or its licensors. The Customer is granted only a limited right to access and use such content through the Platform in accordance with these Markem-Imaje Academy Platform Access Terms. Content may be accessed online only and may not be copied, reproduced, distributed, or otherwise exploited without authorization. This Provision shall be interpreted in conjunction with the applicable Markem-Imaje Terms and Conditions of Sale.