

SEL ENGINEERING SERVICES, INC.
TERMS AND CONDITIONS

1. Applicable Terms and Conditions. These terms and conditions (“Terms”) and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. (“SEL”) with respect to the Project. “Project” means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations, or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer’s assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. (“SEL, Inc.”) products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL’s website at www.selinc.com/termsandconditions/unitedstates and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL’s website at www.selinc.com/termsandconditions/seluniversity/.

2. SEL Responsibilities. SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL’s design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

3. Customer Responsibilities. Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer’s other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy, and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project.

Failure to comply with this requirement may result in additional costs and delays, which shall be Customer’s sole responsibility. Customer will ensure that SEL’s personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

4. Changes and Delays. Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the price and schedule in the event of any changes in the law or engineering standards impacting SEL’s obligations or performance under this Agreement. Any order delayed at Customer’s request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL’s sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer’s request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer’s behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Customer upon submission of invoices by SEL.

5. Prices, Taxes and Payment Terms. Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed upon Proposal. Payments terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within 10 days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions

(e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges"). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit prior to invoicing and will indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. If Buyer does not provide a valid exemption certification or permit prior to invoicing, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Customer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

6. Intellectual Property. SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications, and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

7. Use of Confidential Information. In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party or its affiliates. The

receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

8. Warranties and Limitation of Liability. SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any (i) loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly

from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

9. Termination. Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

10. Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

11. Insurance. SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

12. Export. Customer acknowledges that all commodities, software, or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules, and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R.

Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

13. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.