

SEL University Terms and Conditions

1. Applicable Terms and Conditions. These terms and conditions (“Terms”) constitute the entire agreement between the Customer and Schweitzer Engineering Laboratories S.r.l. (“SEL ITALY”) with respect to the subject matter hereof and supersede any other prior or contemporaneous agreements, communications, commitments, or representations. Only deviations or additions signed by an SEL ITALY officer will be incorporated into these terms. Any SEL ITALY products purchased in conjunction with the Training shall be subject to the then-current SEL ITALY product sales terms which are available at SEL ITALY’s website at www.selinc.com/termsandconditions/italy and incorporated herein by reference.

2. Training Description and Documents. The “Training” means the training described in the applicable SEL University Quote, (the “Quote”) as attached and any current and future revisions or amendments to the Quote as agreed to by the parties (to be numbered in accordance with the applicable reference to the Quote). Training will be provided in accordance with, and for up to the number of participants described in the Quote. Any increases in students after booking the Training and/or additional students at the Training beyond the amount quoted will be included as an additional student on the invoice at the applicable rate noted in the Quote.

3. Customer Responsibilities. Customer shall timely provide all information necessary to describe its requirements for the Training, and SEL ITALY shall be entitled to rely on such information to devise the training. Customer must meet the then-current SEL ITALY credit requirements. Customer shall pay SEL ITALY in accordance with the agreed upon Quote. Prices are exclusive of any sales, use, GST/HST/PST, value-added or similar taxes. If applicable, said taxes will be added at the statutory rate(s) at the time of invoicing. Payment terms are net thirty (30) days from date of invoice. SEL ITALY may, at its sole discretion, impose a late charge equal to the lesser of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. Customer must ensure that the facilities where the Training will take place will be clean, orderly, and ready for the Training (including technology accessibility and readiness) or Customer will bear the cost of any additional time and expense required for SEL ITALY to prepare the facilities. Customer is responsible for ensuring that attendees who are not employees of Customer agree to these Terms in writing, that they have the necessary insurance coverage to safely be present at the training facility, and that they pay the training fees in full to SEL ITALY, collection of the latter being the responsibility of the Customer. Customer agrees to comply strictly with all applicable export control laws and regulations with regard to Training and Training materials. Customer agrees to return any SEL ITALY equipment provided for use during the Training by shipping the equipment back to SEL within 1 week after the Training. If Customer fails to return the equipment, Customer acknowledges that SEL ITALY may charge Customer’s credit card for the retail cost of the equipment.

4. Intellectual Property. Schweitzer Engineering Laboratories, Inc., and all its affiliates (collectively “SEL”) retains all its intellectual property rights. All documents, manuals, presentations, designs, drawings, plans, specifications and other work product (collectively “Work Product”) prepared, used, or delivered by SEL in performing the Training shall not be deemed “works made for hire” for Customer. All Work Product remains exclusive property of SEL. SEL grants Customer a limited, nonexclusive, personal revocable license to use Work Product for its internal business purposes only. Customer may not copy, display, distribute, or create derivative works from Work Product. SEL’s Work Product and/or designs for other trainings shall not be used for any purpose except the applicable Training 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.

5. Use of Confidential Information. In the performance of the Training and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party. The receiving party shall use confidential information solely in performance of the Training 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. Video, audio or any other recording methods of training are prohibited.

6. Warranties and Limitation of Liability. SEL ITALY shall perform the Training 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 ITALY may reperform to the Training attendees any training reasonably deemed unsatisfactory to Customer at no cost upon receipt of notice detailing the defective portion(s) of the Training within one (1) year of performance of original Training. 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 the breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, will: (1) SEL ITALY be liable for any specific, indirect, incidental, consequential, or punitive damages, including without limitation any loss of profit or revenues; (2) SEL ITALY's liability to customer or its insurers for any loss or damage exceed the Training price. Training presentations and materials shall not be deemed to be, nor are they intended to be, nor should they be taken to be, the provision of engineering advice. Customer should seek professional advice when dealing with specific situations. Customer shall indemnify, defend and hold harmless SEL ITALY 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 Training and/or these Terms. Remedies are limited to those set forth in these Terms.

7. Changes and Cancellation. All changes requested by Customer will be treated as a cancellation and request for new quotation. Training cancellations may be made according to the following schedule: If SEL ITALY is notified of the cancellation:

- 30 or more days prior to the start of the Training, then SEL ITALY will cancel the Training without cost to Customer;
- 14-29 days prior to the start of the Training, then Customer agrees to pay SEL ITALY 50% of the Training price, based upon the number of students registered for the Training at the time SEL ITALY receives Customer's notice of cancellation. SEL ITALY will refund or provide course credit for the remaining 50% of the Training price;
- Less than 14 days prior to the start of the Training, then Customer agrees to pay SEL ITALY 100% of the Training price, based upon the number of students registered for the Training at the time SEL ITALY receives Customer's notice of cancellation.

If Customer fails to make payment when due or fails to meet the then-current SEL ITALY credit requirements, SEL ITALY may give written notice of its intention to terminate the Training. In the event of termination due to the latter, Customer agrees to pay SEL ITALY for expenses incurred and services rendered, including reasonable profit and interest. SEL ITALY reserves the right to cancel any Training or make changes in Training content, schedule, instructors, or facilities. SEL ITALY will not be responsible for any loss or damage arising directly or indirectly from Training cancellations or changes and the Customer's recovery shall be limited to return of any previously paid registration fee. SEL ITALY will make reasonable efforts to minimize the impact of any cancellation or changes to Customer and reschedule the Training, if appropriate.

8. Dispute Resolution. These Terms are subject to Italian Law. Any controversy or claim arising out of its interpretation or implementation, and in lack of an extra judicial agreement between the parties, said parties agree to submit the controversy before the tribunals of Italy.

9. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered or certified mail (return receipt requested), overnight delivery or fax (confirmed receipt and sent by mail), or via electronic mail to an authorized officer at the address, fax number or email provided on the cover sheet of the SEL University Quote or, if no such address, fax number or email is provided, at the registered headquarters of the other party. All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL ITALY and not for the benefit of any other party. Customer may not assign any rights or duties hereunder without prior written consent of an authorized officer of SEL ITALY and any such assignment shall not relieve Customer of any of its obligations hereunder. SEL ITALY may perform its obligation hereunder personally or through one or more of its affiliates, although SEL ITALY shall nonetheless be solely responsible for the performance of its affiliates. 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.