

**TRAINING SALES TERMS FOR  
SCHWEITZER ENGINEERING LABORATORIES, INC.**

**1. TERMS OF CONTRACT.**

- 1.1 These terms and conditions (“Terms”) constitute the entire agreement between the Customer and SEL with respect to Training conducted by SEL and supersede any other prior or contemporaneous agreements, communications, commitments, or representations. Only deviations or additions agreed to in writing by SEL will be incorporated into these Terms. All Trainings are expressly limited to these Terms and are conditional on Customer’s assent to these Terms. Customer’s assent to these Terms shall be deemed given upon the occurrence of any of the following: (a) Customer’s failure to object to these Terms in writing within three (3) days from the date of its receipt of them, (b) Customer’s issuance of a purchase order for Training, or (c) Customer’s acceptance of the Training Quote. SEL expressly objects to any additional or different terms proposed by Customer, unless expressly agreed to in writing by SEL.
- 1.2 SEL may modify these Terms at any time without prior notice provided that no such modification shall apply to any order for Training that has been accepted by SEL prior to the modification(s). The latest version of the Terms will be posted on SEL’s website at <https://selinc.com/termsandconditions/SELtrainings/>, and Customer should review these Terms prior to purchasing any Training.
- 1.3 SEL shall have the right to cancel any Training at any time for failure of Customer to agree to these Terms or for a breach by Customer of these Terms. If SEL cancels an order due to Customer’s breach of these Terms, then Customer shall pay SEL a Cancellation Charge as set forth in Section 4.

**2. DEFINITIONS.** For the purposes of these Terms:

- 2.1 “Customer” means the person or entity identified on the SEL Training Quote.
- 2.2 “Cancellation Charge” means that amount set out in Section 4 of this Agreement.
- 2.3 “SEL” means Schweitzer Engineering Laboratories, Inc. and its affiliates, subsidiaries, and divisions.
- 2.4 “Terms” means these Training Sales Terms for Schweitzer Engineering Laboratories, Inc.
- 2.5 “Training” means those courses, topics, and presentations set forth in the Training Quote.
- 2.6 “Training Date” means the date(s), time(s), and location(s) agreed to in writing by Customer and SEL, including by email or electronic correspondence.
- 2.7 “Training Quote” means the quote provided by SEL which designates the Training, as agreed to by the parties in writing, and may include the course, course description, number of days, maximum attendees, course price, and extended price.

**3. PROVISION OF TRAINING.**

- 3.1 SEL will provide the Training in accordance with, and for up to the number of participants described in the Training Quote.
- 3.2 The terms set forth in the Training Quote are hereby incorporated and made a part of these Terms. In the event of a conflict between these Terms and the Training Quote, the terms of the Training Quote shall govern.
- 3.3 Customer shall timely provide all information necessary to describe its requirements for the Training, and SEL shall be entitled to rely on such information to devise the Training.
- 3.4 For Trainings at a Customer-designated location, Customer must ensure that the facilities where the Training will take place are appropriate, clean, and ready for the Training (including

technology accessibility and readiness).

- 3.5 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.
- 3.6 Video, audio, or any other recording methods of the Training are prohibited.

#### **4. CHANGES AND CANCELLATION.**

- 4.1 Any substantive changes, as determined by SEL in its sole discretion, requested by Customer after a Training Date is scheduled shall be treated as a cancellation and request for a new Training Quote.
- 4.2 Cancellation Charge: Customer may cancel a Training by providing SEL with verbal or written notification of cancellation. If Customer notifies SEL of the cancellation:
  - 4.2.1 Thirty (30) or more days prior to the start of the Training, then SEL will cancel the Training without cost to the Customer;
  - 4.2.2 Between fourteen (14) and twenty-nine (29) days prior to the start of the Training, then SEL shall refund 50% of the total cost of the Training to Customer; or
  - 4.2.3 Less than fourteen (14) days prior to the start of the Training, then Customer shall not be entitled to a refund of any portion of the Training price paid by Customer.
- 4.3 SEL reserves the right to cancel any Training or make changes in Training content, the Training Date, instructors, or facilities. SEL will not be responsible for any loss or damage arising directly or indirectly from Training cancellations or changes. In the event SEL cancels a Training, the Customer's recovery shall be limited to return of any previously paid registration fee. SEL will make reasonable efforts to minimize the impact of any cancellation or changes to Customer and reschedule the Training, if appropriate.

#### **5. PAYMENT.**

- 5.1 Payment for Training is Net thirty (30) days from the date that the applicable invoice is sent to Customer by SEL or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order and delivery of the Training if credit terms have not been established or are insufficient to cover this purchase. Customer must meet the then current SEL credit requirements.
- 5.2 SEL may suspend or cancel any outstanding Training if Customer fails to make a payment when due and, until such payment is made, may impose a late charge equal to the lesser of one and one-half percent (1.5%) per month or the highest applicable rate allowed by law on all amounts not paid when due.

#### **6. INTELLECTUAL PROPERTY.**

- 6.1 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 SEL harmless from and against any unauthorized use or reuse of Work Product.

## 7. USE OF CONFIDENTIAL INFORMATION.

- 7.1 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. Confidentiality obligations shall survive the termination of these Terms.

## 8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- 8.1 Customer shall indemnify, defend, and hold harmless SEL and all related parties from and against any claims, losses, and expenses, including without limitation legal fees and other costs, arising from the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Training and/or these Terms.
- 8.2 **SEL's aggregate liability under these Terms shall be limited to the amount of the Training Quote for all claims and damages arising out of such Training Quote.**
- 8.3 **Notwithstanding anything in these Terms to the contrary, SEL shall not be liable for special, consequential, incidental, indirect, exemplary, liquidated, or punitive damages, including, without limitation, any loss of profit or revenues, loss of use of associated equipment, cost of capital, cost of substitute training, facilities, services or replacement power, downtime costs, or claims from customers for such damages, even if SEL has been advised of the possibility of such damages.**
- 8.4 **The above limitation of liability and damage waiver shall: (a) apply to all claims and damages related to this contract, whether such arise in contract, tort (including negligence), or otherwise; (b) survive the expiration or termination of this contract; and (c) apply even if any limited remedy specified in this contract is found to have failed of its essential purpose.**

## 9. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

- 9.1 These Terms and all matters relating hereto shall be governed by and interpreted in accordance with the laws of the State of Washington, U.S.A, excluding conflict of laws principles.
- 9.2 Venue for any action brought pursuant to these Terms shall be in either the Superior Court for the State of Washington in and for Whitman County or King County or, if either lacks jurisdiction, then in the U.S. District Court for the Eastern District of Washington.
- 9.3 If a dispute related to these Terms arises, then the parties shall attempt in good faith to settle such dispute by mutual discussion within thirty (30) days after the date that a party provides written notice of the dispute to the other party. If the parties fail to resolve the dispute through mutual discussions, then the parties shall enter into non-binding mediation (to be held in Seattle, Washington), unless the parties mutually agree to waive mediation; provided, however, non-binding mediation shall not be required for disputes regarding non-payment or incomplete payment by Customer. Each party shall pay the fees of its counsel, consultants, and experts, but the fees and expenses for the mediator shall be split equally between the parties. If the parties fail to resolve the dispute through non-binding mediation (or if both parties waive mediation), then either party may seek any remedy available under applicable law, subject to

these Terms. Additionally, if a dispute arises between the parties to these Terms regarding the enforcement or breach of any of its provisions, then the prevailing party shall be entitled to recover from the other party all costs and expenses incurred by the prevailing party, (including attorney fees of in-house counsel and/or outside counsel).

#### **10. MISCELLANEOUS.**

- 10.1 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 Training Quote or, if no such address, fax number or email is provided, at the registered headquarters of the other party.
- 10.2 The parties agree that SEL is an independent contractor with no employment relationship with Customer.
- 10.3 SEL reserves the right to modify or revoke any Training Quote or order to comply with applicable laws and market conditions.
- 10.4 All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL, and not for the benefit of any third party.
- 10.5 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.
- 10.6 No waiver of any provision of these Terms shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of these Terms, or the waiver by any party of any breach of these Terms, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 10.7 The invalidity, in whole or 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.
- 10.8 Neither party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payment of amounts already due and owing) where such failure or delay results from an event beyond its reasonable control.