



Schweitzer Engineering Laboratories, Inc.
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SEL TERMS AND CONDITIONS FOR SEL TRAININGS

THESE TERMS AND CONDITIONS (“Terms”) are entered into between Schweitzer Engineering Laboratories, Inc., a Washington corporation (“SEL”), and the person (“Customer”) participating in a training provided by SEL (“Training”), other than those trainings or classes provided through SEL University. SEL and Customer may also individually be referred to as “Party” or collectively as “Parties.”

1. Applicable Terms and Conditions. These Terms constitute the entire agreement between SEL and Customer with respect to the subject matter hereof and supersede any other prior or contemporaneous agreements, communications, commitments, or representations. Only written deviations or additions signed by an SEL officer will be incorporated into these Terms. Any SEL products purchased in conjunction with the Training shall be subject to the then-current SEL product sales terms.

2. Recording and Reproduction Prohibited. CUSTOMER SHALL NOT RECORD THE TRAINING THROUGH VIDEO, AUDIO, OR ANY OTHER METHOD OF RECORDING OR OTHERWISE REPRODUCE THE TRAINING IN ANY MANNER. In the event Customer violates this section of the Terms, Customer shall either destroy or return all recordings of the Training to SEL, at SEL’s option. This provision does not limit any other remedies that SEL may have in law or in equity.

3. Intellectual Property. SEL and its affiliates (collectively “SEL”) retain 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 during on in conjunction with 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.** Work Product 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 from and against any unauthorized use or reuse of Work Product.

4. Use of Confidential Information. In the performance of the Training and/or these Terms, a Party may receive documents, materials, data, or 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. These confidentiality obligations shall survive the termination of these Terms.

5. Warranties and Limitation of Liability. SEL 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. **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’s liability to Customer or its insurers for any loss or damage exceed the price of the specific Training that gave rise to the claim, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of the Training. 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 Training, 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, indirect, exemplary, consequential, or punitive damages. 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 from and against all claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable legal fees and other costs, arising directly or indirectly from, as a result of, or in connection with the acts or omissions of Customer relating to the Training or these Terms.

6. Cancellation and Refund. If Customer wishes to cancel his or her participation in the Training, Customer shall notify SEL in writing of such cancellation by email to the SEL email address provided in the Training registration. Customer shall receive a full refund of the Training registration fee (if any) if Customer cancels thirty (30) or more calendar days prior to the start of the Training. If Customer cancels between fourteen (14) and twenty-nine (29) calendar days prior to the start of the Training, then Customer shall receive a refund equal to fifty percent (50%) of the Training registration fee (if any). If Customer cancels less than fourteen (14) calendar days prior to the start of the Training, Customer shall not be entitled to any refund of the Training registration fee (if any).

If SEL cancels the Training, SEL shall refund to Customer the entire Training registration fee, if any, or apply the Training registration fee to a future SEL training, at Customer's option. Other than refunding the Training registration fee as set forth in this Section 6, SEL shall not be responsible for any loss or damage arising directly or indirectly from Training cancellations by SEL. Refund of the Training registration fee shall be Customer's exclusive remedy.

7. Governing Law, Venue, and Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy shall be resolved by through binding arbitration conducted in English, and the venue shall be Seattle, Washington unless otherwise agreed by the Parties in writing. The prevailing party to any dispute shall be entitled to recover reasonable legal fees and other costs (including without limitation disbursements, collection costs, and the allocated cost of in-house counsel).

8. Miscellaneous. 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. Customer may not assign any rights or duties hereunder without prior written consent of an authorized officer of SEL, and any such assignment shall not relieve Customer of any of its obligations hereunder. 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 subsidiaries. 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.