

GENERAL TERMS AND CONDITIONS FOR TRAINING SERVICES

- 1.1. Sargent & Lundy makes no warranty either express or implied regarding its training services, and Sargent & Lundy's sole obligation to any recipient of such services (collectively "Recipient") under these General Terms and Conditions for Training Services (the "General Terms") is to perform the training services specified. Sargent & Lundy's training services must not be regarded as providing opinion or advice for any individual situation facing Recipient. If any engineering, design, consulting, application, development or other assistance is required, the corresponding services for such situation must be established under a separate written agreement.
- 1.2. Ownership of all copyright and other intellectual property rights in the training material, including any documentation, data, technical information and know-how provided as part of the training material will remain vested in Sargent & Lundy, unless otherwise stated in the training material. All such information must be held in confidence and may not be disclosed to any third party unless otherwise mutually agreed in writing by Sargent & Lundy and Recipient. Upon full payment of the compensation due hereunder, Sargent & Lundy hereby grants Recipient a non-exclusive, non-transferable license to use a single copy of the training material provided for the sole benefit of each Recipient attendee registered for the training services. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EITHER EXPRESS OR IMPLIED IN CONNECTION WITH THE TRAINING MATERIAL, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
- 1.3. In no event will Sargent & Lundy be responsible or held liable for any consequential, punitive, incidental, special, direct or indirect damages, including but not limited to loss of profits, revenue, use, capital, business opportunity or claims of customers or any other loss of any such nature, whether based on contract, tort (including negligence), strict liability or otherwise and arising from any cause whatsoever by reason of the training services rendered under these General Terms.
- 1.4. Neither Sargent & Lundy nor Recipient shall be liable for any fault or delay caused by any contingency beyond Sargent & Lundy's control, such as wars, acts of terrorism, strikes, walkouts, fires, floods, natural calamities, epidemics, pandemics or demands or requirements of governmental agencies.
- 1.5. These General Terms will be governed by and interpreted in accordance with the laws of the State of Illinois, United States of America, and venue will be fixed in the United States District Court for the Northern District of Illinois or in any court of the State of Illinois, sitting in Chicago, Illinois.