

Electrical Distribution Service Statement of Work

Training: Arc Flash Regulation

V 0.1

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1. Executive summary

The purpose of this document is to define the conditions for Schneider Electric Services offering for **"Arc Flash Regulation for electrical staff e-Learning program"** under which the service required by the customer will be performed by Schneider Electric.

Schneider electric provides training to its customers. This document is focused on one of our e-Learning program in our range Electrical Safety: **Arc Flash Regulation**

This e-Learning module will make you able to:

- check the safety knowledge level of your team, electrical and not electrical staff;
- train them on line;
- monitor e-Learning deployment;
- get an exact overview of your team's safety competencies thanks to our Learning Management System (LMS) reports.

"Arc Flash Regulation for electrical staff" e-Learning program focuses on main critical roots of accidents: electrical dangers ignorance, improper use of tools and Personal Protective Equipment (PPE) and bad knowledge and application of Safety procedures, such as Lock-out and tag-out procedures.

From A to Z, following this course takes 4 hours. This time can be optimized thanks to a pedagogical approach that drives the learners inside the right part of the lecture he/she needs.

Licenses are sold individually. This means that the learner is strictly identified, with his name and personal e-mail. The individual license has a unit price that decreases according to the number of

learners within the company. Dedicated legal contracts exist for e-Learning licenses and must be signed by our customers. Refer to appendix.

Schneider-Electric delivers:

- Learners accounts;
- Admin account to follow learners results and courses completion.

2. Features and Benefits

Features	Benefits
Target	- For manager and Health & Safety people
Training objectives:	Following NFPA –70 E regulation, the objectives are to: <ul style="list-style-type: none"> - to perform electrical environment analysis - in order to make decision to work safely - as well as perform the post work inspection.
e-Learning programs	- Train them on-line, 24/7 - Available in English, French & Spanish
LMS with learners and admin accounts	- Monitor this safety action through our Learning Management System - Get an exact overview of your team's safety competencies thanks to our Learning Management System reports
Training duration	Optimize training duration, thanks to a pedagogical approach that drives the learners inside the right part of the lecture he/she needs. 2 hours of training
In option: Practical training in our dedicated training centers or in your site on demand.	According to the detailed overview of your team 'safety knowledge you can choose to train some of them with hands-on practical training. This will lead you to a consistent safety training solution.
Quiz	Specific quiz to evaluate learner and ensure he passes the e-Learning program.
e-Learning Certificate completion	Certificate to assess user passed the quiz (score >80% at quiz)

3. Details of Service

The specific activities of this service are listed below. For each item, Schneider Electric will perform the work described.

3.1 PROCESS ORDER

- The buyer selects the e-Learning program and details the number of individual licenses to the Seller who quote an offer, containing the general and special conditions of sales, and registration form.
- The buyer reads and agrees general and special conditions of sales. He fills learner's information details in the registration form.
- The buyer receives the invoice

3.2 REGISTRATION PROCESS

- In registration form, the buyer has to send to the Seller the following information types for each license (mandatory):
 - a. name,
 - b. Surname,
 - c. e-mail for each learner,
 - d. his/her company name,
 - e. reference of the e-Learning module(s),
 - f. & language of the e-Learning module(s).
- In option (not mandatory) the tracking option, where a person will be able to track the learners 'results. We call him/her the "admin".
 - a. Name,
 - b. surname
 - c. and e-mail of his/her management/ HR person for tracking results.
- If he does not know all the trainees, he can complete only the ones he knows. And will be able to enter the rest of learners later.
- As soon as learner is strictly and fully identified (name, Surname, e-mail, site location), the license will be created and open in 15 days maximum, around each month's 15 and 30 day.
- The password and login are sent individually and automatically to the learner e-mail address.
- If the tracking option has been chosen: an information e-mail is sent to the admin to inform the license creation.

3.2 TRAINING PROCESS

- Prior any accesses to the e-Learning program the learner must read and agree the terms of use document.
- The admin will be able to track the following results: completion, time spent, test result.
- Completion is reach when the learner has followed the theoretical part and launch the practical part at least once. For the test, success threshold is defined by equal and above 70% score.
- Completion certificate is given when completion is attained.
- Success certificate is given when success threshold is obtained, with the detailed score results.

- Access to the courses and the test is possible during a 12 months period. This period validity starts when the learner agrees the terms of use.
- Access code lost process is automatic through a lost login button.
- Every month, learners and if any, his/her “admin” will receive automatically a reminder regarding the license duration and its closing date.
- If no connection or less than 10 minutes 3 weeks before the closing date an alert will be sent by an automatic mail to the learner and his/her admin.

3.4 HOTLINE PROCESS

In case of technical problem, the user will send his support request to the following mail address: Pauline.blatt@schneider-electric.com with the following information:

- a. Name, surname, e-mail, phone number
- b. Followed program: Arc Flash Prevention

4. Assumptions

- 1 e-Learning license for one user (single login/password)
- Terms of use signed
- Having the following minimum software and Windows environment set up & configurations
 - For computer
 - Internet Explorer 10 minimum (IE 11 strongly recommended)
 - Google Chrome 42
 - Windows 7 minimum
 -
 - For tablet:
 - IOS 8.0
 - Google Chrome 42

5. Scope of responsibility

The items stated here are responsibilities of both Schneider Electric Services and the customer.

5.1 SCHNEIDER ELECTRIC SERVICES RESPONSIBILITIES

- Is responsible to deliver in a 12 working days’ period following the purchasing the license account & login to the admin and the trainees
- Ensure a hotline within a 7 days’ period following the request

5.2 CUSTOMER RESPONSIBILITIES

- The customer is responsible for all use of the Account under any User ID (Username) or password and for ensuring that all use of the Account complies fully with the provisions of this Contract and the Terms of Use as defined in Appendix 1.
- The right to use the Services under this Contract is personal to each person designated by the customer (“the User”). The right to use for the User is not transferable to any other person or employee of the Customer. The customer and the User are responsible for protecting the confidentiality of the log-in for access to the Services (e.g. the user name and password) and

to prevent unauthorized access to the Services. The customer undertakes to immediately notify Schneider Electric of any unauthorized use of the log-in. The customer shall indemnify and hold Schneider Electric harmless from any and all losses, expenses or damages due to a breach by the Customer, and/ or any of its respective User and person of any nature whatsoever of the obligation described in this Article.

- The customer may print the content of e-Learning Modules only for personal and non-commercial use. The customer may not copy, modify, download, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, alter, transfer, or sell any information, software, products or services obtained from the Services or provide access to the content on e-Learning Modules.
- Modules Site and the Services for any purpose that is unlawful or violates any of the relevant rules, regulations, and statutes and/or is prohibited by these terms, conditions, and notices and/or contrary any other purpose not reasonably intended by SCHNEIDER ELECTRIC SA. The customer may not use the e-Learning Modules Site in any manner which could damage, disable, overburden, or impair the e-Learning Modules Site or interfere with any other party's use and enjoyment of the e-Learning Modules Site. The customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the e-Learning Modules Site and or the Services.

6. Intellectual Property

- All information, design, drawings and other technical information relating to the Services including e-Learning Modules and software provided by Schneider Electric under this Contract and the Intellectual Property rights therein (registered and unregistered) made or acquired by Schneider Electric prior to or during the performance of this Contract shall be and remain at all times the property of Schneider Electric.
- Nothing contained in this Contract shall be construed as conferring to the Customer by implication any license or right of use of copyright, design, information of Schneider Electric (including but not limited to the right to sell, sub-license) other than for a personal use.

7. Disclaimer of Warranties

- THE USE OF THESE E-LEARNING PROGRAMS AND TRAINING ARE AT THE CUSTOMER SOLE RISK. THE SERVICES AND ALL INFORMATION, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM SERVICES/E-LEARNING MODULES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EXPRESS, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH SELLER EXPRESSLY DISCLAIMS TO BE FULLEST EXTENT PERMITTED BY LAW.
- THESE E-LEARNING MODULES ARE THEORETICAL TRAINING AND AS SUCH DOES NOT REPLACE OR SUBSTITUTE PRACTICAL EXPERIENCE WHERE SIGNIFICANT BEHAVIOUR AND KNOW-HOW OBTAINED AND REQUIRED. THE EVALUATION DOES NOT PROVIDE ANY LEGAL QUALIFICATION WHICH MAY BE REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.
- IN ORDER TO BE ABLE TO QUALIFY PURCHASER'S EMPLOYEE OR USER MUST REFER TO AND COMPLY WITH ALL LOCAL APPLICABLE LAWS AND REGULATIONS REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

8. Limitation of Liabilities

- IN NO CASE WHATSOEVER AND NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY HEREIN OR IN ANY CONTRACTUAL DOCUMENT, SELLER, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS SHALL BE LIABLE TOWARDS THE CUSTOMER AND/OR ITS EMPLOYEES USERS AND PERSONS FOR ANY DAMAGE OR LOSS OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF ANTICIPATED.
- PROFITS, LOSS OF DATA, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, RELATED TO THE INABILITY TO USE THE SERVICES, LOSS OF USE OF CAPITAL OR REVENUE, COST OF MONEY, BODILY INJURIES OR PHYSICAL DAMAGES INCLUDING DEATH, DAMAGES TO PROPERTY OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, WHETHER ARISING OUT OF THE CUSTOMER OR AND ITS EMPLOYEES HAVING RECEIVED SUCH TRAINING AND SERVICES OR UNDER THE CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE. THE LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.
- In accordance with the above and that is provided by article 7 of these General Conditions, the Customer shall indemnify and hold harmless Schneider Electric and its respective officers, directors, agents, representatives, employees, and any third party from and against any and all losses, damages, claims, delays, settlements, obligations, deficiencies, liabilities, encumbrances, penalties, costs and expenses (including without limitation reasonable attorney's fees and disbursements), hereinafter referred to as "Losses", sustained, incurred or suffered by any third party, and/or any Losses that Schneider Electric, its respective officers, directors, agents, representatives and employees, may sustain, suffer or incur, resulting from, related to or arising out of the use or receipt of training and any and all actions, suits, investigations, examinations, determinations, proceeding, demands, assessments, audits, judgments and/or claims arising out of relating to any of the foregoing Losses (hereinafter collectively referred to as "Third party Action").
- IN THE EVENT THAT SCHNEIDER ELECTRIC SHALL FAIL TO PROVIDE TRAINING IN ACCORDANCE WITH THIS CONTRACT, SELLER'S ENTIRE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS CONTRACT SHALL BE FOR SELLER TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED THAT IN THE EVENT SCHNEIDER ELECTRIC IS UNABLE TO REPERFORM, SCHNEIDER ELECTRIC MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY SCHNEIDER ELECTRIC FROM THE CUSTOMER FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF SCHNEIDER ELECTRIC'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE SCHNEIDER ELECTRIC'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF SCHNEIDER ELECTRIC, ITS EMPLOYEES OR AGENTS, ARISING FROM THE SERVICES WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS THE CUSTOMER ACTUALLY PAID SELLER, TO THE EXTENT NOT PROHIBITED BY LAW.

9. Termination / Suspension

- Schneider Electric reserves the right, at its sole discretion, immediately and without prior notice to suspend or terminate this Contract upon any breach by the Customer of the Contract and claims losses and damages caused by such breach and termination.
- Either party may terminate the subscription under this Contract at any time by providing written notice of termination to the other. In the event the Customer terminates its subscription the Customer waives the right to make any claims against Schneider Electric

and/or its affiliates. In the event Schneider Electric terminates the Customer's subscription without breach or default attributable to the Customer in such case Schneider Electric shall, at Purchaser's written request, refund the paid amount corresponding to the remaining period of the Services. Termination of the Customer's subscription automatically terminates the Customer's right to use the Services and any content or other material of E-Learning Modules.

10. Appendix

10.1 APPENDIX 1: TEARMS OF USE FOR THE ACCESS TO E-LEARNING MODULES

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE e-LEARNING MODULES AS THIS AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS.

1. - Acceptance of Terms

The following are terms of a legal agreement (hereinafter referred to as "Terms of Use") between you and SCHNEIDER ELECTRIC. By accessing, browsing or using these e-Learning Modules you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these Terms of Use, please do not use these e-Learning Modules.

SCHNEIDER ELECTRIC reserves the right to update, amend, change these Terms of Use and any information contained in these e-Learning Modules at any time and at its own discretion without prior notice to you and so you should check them regularly. SCHNEIDER ELECTRIC reserves also the right to make improvements or changes in the training services and/or programs described in this Site at any time and at its own discretion without prior notice. Your continued use of e-Learning Modules after any such amendments constitutes your acceptance of the new terms and conditions. For the purpose of these Terms of Use "you" or "yours" refers to each person who establishes a subscriber account (Account) or who is authorized to access and use e-Learning Modules.

2. - Description of Services

SCHNEIDER ELECTRIC provides training courses named e-Learning Modules related to electrical contents (herein after referred to as "Services").

3. - Eligibility

You represent and warrant that you possess the right and ability to enter into these Terms of Use, to follow up these "e-Learning Modules" and to use this Site in accordance with these Terms and the Sale Contract.

4. - Subscription to Services

4.1. Your log-in (your Username and password) is individual and not transferable to any other person.

If you are User of individual account, you are responsible for all use of your Account under any User ID (username) or password by any other person, except if it was expressly authorized by SCHNEIDER ELECTRIC, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use.

If you are User of collective account, you are responsible for all use of this Account under your User ID (username) or password by any other person, except if it was authorized by SCHNEIDER ELECTRIC, and for ensuring that all use of this Account on behalf of your User ID complies fully with the provisions of these Terms of Use.

SCHNEIDER ELECTRIC shall not be liable for any loss that you may incur as a result of someone else using your Account, User ID and password, either with or without your knowledge. However, you could be held liable for losses incurred by SCHNEIDER ELECTRIC or another party due to someone else using your Account, User ID and password. You may not use anyone else's account at any time, without the permission of SCHNEIDER ELECTRIC.

4.2. Your right to use these e-Learning Modules is personal and if you are authorized by a subscriber (such as your employer) to access and use e-Learning Modules, your right to use is not transferable. You are responsible for protecting the confidentiality of your log-in for access to the e-Learning Modules (e.g. your Username and password) and to prevent unauthorized access to

the e-Learning Modules. You agree to immediately notify SCHNEIDER ELECTRIC of any unauthorized use of your log-in.

4.3. The subscription charge starts upon the date your subscription is activated and shall terminate the 31st December of this current year. The subscription shall be activated after verification of payment and then SCHNEIDER ELECTRIC shall communicate to you your log-in.

5. - Personal and non-commercial use

e-Learning Modules are for your personal and non-commercial use. You may print the content of e-Learning Modules only for your personal and non-commercial use.

You may not copy, modify, download, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, alter, transfer, or sell any information, software, products or services obtained from Services or provide access to the content on e-Learning Modules.

6. - Neither unlawful nor prohibited use

As a condition of your use of the e-Learning Modules Site, you warrant to SCHNEIDER ELECTRIC that you shall not use the e-Learning Modules Site for any purpose that is unlawful or violates any of the relevant rules, regulations, and statutes and/or is prohibited by these terms, conditions, and notices and/or is contrary to any other purpose reasonably intended by SCHNEIDER ELECTRIC. You may not use the e-Learning Modules Site in any manner which could damage, disable, overburden or impair the e-Learning Modules Site or interfere with any other party's use and enjoyment of the e-Learning Modules Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the e-Learning Modules Site.

7. - Ownership

All content of e-Learning Modules, this Site and software, including, but not limited to, graphics, documents, text, images, sound, video, audio, software are exclusive property of SCHNEIDER ELECTRIC and protected by French and international copyright, patent and trademark laws and any other applicable intellectual property rules, regulations and laws.

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on this Site and all content of all Services (including all applications) located on it shall remain vested in the SCHNEIDER ELECTRIC.

You shall not use trademarks, service marks, and logos in any manner without SCHNEIDER ELECTRIC' and their respective owner's prior written consent.

Nothing contained in these Terms of Use shall be construed as conferring to you by implication any license or right of use of copyright, design information of SCHNEIDER ELECTRIC (including but not limited to the right to sell, sub-license) other than for your personal use and in accordance with these Terms of Use.

8. - Disclaimer of Warranties

THE USE OF THIS SITE IS AT YOUR SOLE RISK. THE SERVICES AND ALL INFORMATION, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM E-LEARNING MODULES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EXPRESS, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH SCHNEIDER ELECTRIC EXPRESSLY DISCLAIMS TO BE FULLEST EXTENT PERMITTED BY LAW.

THESE E-LEARNING MODULES ARE THEORETICAL TRAINING AND AS SUCH DOES NOT REPLACE OR SUBSTITUTE PRACTICAL EXPERIENCE WHERE SIGNIFICANT BEHAVIOUR AND KNOW-HOW OBTAINED AND REQUIRED. THE EVALUATION DOES NOT PROVIDE ANY LEGAL QUALIFICATION WHICH MAY BE REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

IN ORDER TO BE ABLE TO QUALIFY YOU MUST REFER TO AND COMPLY WITH ALL LOCAL APPLICABLE LAWS AND REGULATIONS REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

SCHNEIDER ELECTRIC takes no responsibility for viruses or other destructive or intrusive computer programs that may damage your computer system or data resulting from your access to or use of this Site.

SCHNEIDER ELECTRIC makes no warranty that the Services will be uninterrupted and available at all times, secure, error free; nor does SCHNEIDER ELECTRIC make any warranty that defects in the software used in the Services will be corrected.

9. - Limitation of liability

9.1 IN NO CASE WHATSOEVER AND NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY HEREIN OR IN ANY CONTRACTUAL DOCUMENT, SHALL SCHNEIDER ELECTRIC, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS BE LIABLE TOWARDS YOU AND/OR THE SUBSCRIBER FOR ANY DAMAGE OR LOSS OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, RELATED TO THE INABILITY TO USE THE SERVICES, LOSS OF USE OF CAPITAL OR REVENUE, COST OF MONEY, BODILY INJURIES OR PHYSICAL DAMAGES INCLUDING DEATH, DAMAGES TO PROPERTY OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, WHETHER ARISING OUT OF YOU OR AND THE SUBSCRIBER HAVING RECEIVED SUCH TRAINING AND SERVICES OR UNDER THE CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE,. THE LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.

9.2 In accordance with the above and that is provided by article 7 of these Terms of Use, you and the subscriber shall indemnify and hold harmless SCHNEIDER ELECTRIC and its respective officers, directors, agents, representatives and employees, and any third party from and against any and all losses, damages, claims, delays, settlements, obligations, deficiencies, liabilities, encumbrances, penalties, costs and expenses (including without limitation reasonable attorney's fees and disbursements), hereinafter referred to as "Losses", sustained, incurred or suffered by any third party, and/or any Losses that SCHNEIDER ELECTRIC, its respective officers, directors, agents, representatives and employees, may sustain, suffer or incur, resulting from, related to or arising out of the use or receipt of training and any and all actions, suits, investigations, examinations, determinations, proceeding, demands, assessments, audits, judgments and/or claims arising out of relating to any of the foregoing Losses (hereinafter collectively referred to as "Third party Action").

9.3 IN THE EVENT THAT SCHNEIDER ELECTRIC SHALL FAIL TO PROVIDE TRAINING IN ACCORDANCE WITH THESE TERMS OF USE, SCHNEIDER ELECTRIC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR SCHNEIDER ELECTRIC TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED THAT IN THE EVENT SCHNEIDER ELECTRIC IS UNABLE TO REPERFORM, SCHNEIDER ELECTRIC MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY SCHNEIDER ELECTRIC FROM YOU FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF SCHNEIDER ELECTRIC' OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE SCHNEIDER ELECTRIC' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF SCHNEIDER ELECTRIC, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS YOU ACTUALLY PAID TO SCHNEIDER ELECTRIC, TO THE EXTENT NOT PROHIBITED BY LAW.

10. - Indemnification

You agree to indemnify, defend and hold harmless SCHNEIDER ELECTRIC, its officer, directors, employees, agents and third party partners from and against all losses, expenses, damages and cost, including reasonable attorney's fee, resulting from any violation by you of these Terms of Use.

11. - Termination

11.1 SCHNEIDER ELECTRIC reserves the right, at its sole discretion, immediately and without notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access e-Learning Modules and/or any other service provided to you by SCHNEIDER ELECTRIC upon any breach by you of these Terms of Use or upon your behavior or conduct that SCHNEIDER ELECTRIC determines to be inappropriate.

11.2 Your subscription may be terminated by you, your subscriber or SCHNEIDER ELECTRIC at any time by providing written notice of termination. In the event you or your subscriber terminates your subscription, you and your subscriber waive the right to make any claims against SCHNEIDER ELECTRIC or its affiliates. In the event SCHNEIDER ELECTRIC terminates your subscription without breach or default attributable to you, SCHNEIDER ELECTRIC shall, at your or your subscriber's written request, refund the paid amount corresponding to the remaining period of the

Services. Termination of your subscription automatically terminates your right to use the Services and any content or other material of e-Learning Modules.

12. - Governing Laws and Jurisdiction

These Terms of Use and your use of this Site and e-Learning Modules shall be governed by the laws of France without regard to its conflicts of laws principles. Any legal action or proceeding related to these Services and/or this Site and e-Learning Modules shall be finally settled by the Commercial Court of Paris which has exclusive jurisdiction.

13. - Miscellaneous

(a) Should any provision in these Terms of Use be found illegal, invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these Terms of Use.

(b) No waiver on the part of SCHNEIDER ELECTRIC of any of these Terms of Use shall be of any force or effect unless made in writing and signed by a duly authorized officer of SCHNEIDER ELECTRIC

(c) The failure or delay of the SCHNEIDER ELECTRIC to exercise or enforce any right in these Terms of Use does not waive the SCHNEIDER ELECTRIC' right to enforce that right.

(d) Articles 5, 6, 7, 8, 9 and 12 shall remain in force for a period of 5 (five) years from the termination for whatever reason of these Terms of Use.

(e) Pursuant to the rights and obligations stipulated in the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, SCHNEIDER ELECTRIC informs the user and any third parties that it shall store all or part of the information sent to the Site on a server for 3 years as of the date the information is first collected on the Site.

In compliance with the French Act and the European Directive 95/46/EC, you have a right to access, modify, rectify or delete any personal data or contribution that might be processed in writing at the following address:

SCHNEIDER ELECTRIC –Legal Le Hive - 35 rue Joseph Monier - 92500 Rueil Malmaison

To the attention of Legal Department

10.2 APPENDIX 2: GENERAL AND SPECIAL CONDITIONS of sales (to be read and agreed by the customer, buyer).

1. - INTRODUCTION

1.1 These conditions of sale have been established to govern the relations between SCHNEIDER ELECTRIC, hereinafter referred to as « the Seller », the Seller provides training courses named “e-Learning Modules” related to electrical contents as defined in the Special Conditions (herein after referred to as “the Services”), and _____(to be filled), hereinafter referred to as « the Purchaser », who places an order for said services.

1.2 Submission of an order signed by the Purchaser acknowledges Purchaser's acceptance of these General Conditions and releases the Seller from compliance with the general conditions of purchase or any other similar document of the Purchaser. The sale shall not be final until the Seller has issued an acknowledgement of receipt for the order, which shall set forth the special contract terms and any exceptions to these General Conditions expressly accepted by the Seller.

1.3 The Contract shall consist of:

- (i) Seller's quotation(s) for the Services, and
- (ii) Special Conditions
- (iii) These General Conditions of Sale and Terms of Use, and
- (iv) Seller's purchase order acknowledgement of receipt, and
- (v) The purchase order placed by the Purchaser, excluding any of its terms and conditions of purchase or any equivalent terms and /or excluding any provision or terms appearing in, incorporated in or referred to in or attached to the purchase order and any other Purchaser's documents.

The order of prevalence shall be the descending order as specifies in the above list.

1.4 “Days” shall mean calendar days for the purpose of these General Conditions.

1.5 Headings in these General Conditions are for convenience only and shall not affect their interpretation.

2. - EFFECTIVE DATE

The Contract shall not be effective until the Seller has received the payment as set out in the order.

3. - PURCHASER'S OBLIGATIONS

3.1. The Purchaser is responsible for all use of the Account under any User ID (Username) or password and for ensuring that all use of the Account complies fully with the provisions of this Contract and the Terms of Use as defined in Appendix 1.

3.2. The right to use the Services under this Contract is personal to each person designated by the Purchaser ("the User"). The right to use for the User is not transferable to any other person or employee of the Purchaser. The Purchaser and the User are responsible for protecting the confidentiality of the log-in for access to the Services (e.g. the user name and password) and to prevent unauthorized access to the Services. The Purchaser undertakes to immediately notify the Seller of any unauthorized use of the log-in.

The Purchaser shall indemnify and hold the Seller harmless from any and all losses, expenses or damages due to a breach by the Purchaser, and/ or any of its respective User and person of any nature whatsoever of the obligation described in this Article.

3.3 The Purchaser may print the content of e-Learning Modules only for personal and non-commercial use. The Purchaser may not copy, modify, download, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, alter, transfer, or sell any information, software, products or services obtained from the Services or provide access to the content on e-Learning Modules.

3.4 The Purchaser warrants to the Seller that he shall not use the e-Learning Modules Site and the Services for any purpose that is unlawful or violates any of the relevant rules, regulations, and statutes and/or is prohibited by these terms, conditions, and notices and/or contrary any other purpose not reasonably intended by SCHNEIDER ELECTRIC SA. The Purchaser may not use the e-Learning Modules Site in any manner which could damage, disable, overburden, or impair the e-Learning Modules Site or interfere with any other party's use and enjoyment of the e-Learning Modules Site. The Purchaser may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the e-Learning Modules Site and or the Services.

3.5 The Purchaser undertakes to inform its employees and/or Users of Terms of Use attached in Appendix 1 of this Contract. The Purchaser shall be responsible for any breach of Terms of Use and the provisions of this Contract including in the event of breach by its employees and/or Users.

4. - PRICE

4.1 The subscription charge (hereinafter referred as Price) is exclusive of all taxes, levies, duties, VAT, stamp duties and withholding taxes and all taxes and duties whatever nature shall be borne by the Purchaser.

4.2 All prices quoted are valid for 30 days only unless otherwise provided in the Special Conditions.

4.3 The Price shall be defined in the Special Conditions.

5. - PAYMENT

5.1 Payments shall be made to the Seller's address within 30 (thirty) days following receipt of the invoice, net and free from any discount, with no deductions, withholdings or other charges of any kind whatsoever. The terms of payment shall be stipulated in the Special Conditions.

5.2 If the Purchaser fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Purchaser interest on all overdue payments at the interest rate applied by the European Central Bank in Frankfurt Am Main, Germany, to its most recent main refinancing operation carried out before the first calendar day of the half-year in question, plus 10% (a part of a month being treated as a full month for the purpose of calculating interest).

6. - INTELLECTUAL PROPERTY

6.1 All information, design, drawings and other technical information relating to the Services including e-Learning Modules and software provided by the Seller under this Contract and the Intellectual Property rights therein (registered and unregistered) made or acquired by the Seller prior to or during the performance of this Contract shall be and remain at all times the property of the Seller.

6.2 Nothing contained in this Contract shall be construed as conferring to the Purchaser by implication any license or right of use of copyright, design, information of the Seller (including but not limited to the right to sell, sub-licence) other than for a personal use.

7. - DISCLAIMER OF WARRANTIES

THE USE OF THIS SITE IS AT THE PURCHASER SOLE RISK. THE SERVICES AND ALL INFORMATION, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM SERVICES/E-LEARNING MODULES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EXPRESS, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH SELLER EXPRESSLY DISCLAIMS TO BE FULLEST EXTENT PERMITTED BY LAW.

THESE E-LEARNING MODULES ARE THEORETICAL TRAINING AND AS SUCH DOES NOT REPLACE OR SUBSTITUTE PRACTICAL EXPERIENCE WHERE SIGNIFICANT BEHAVIOUR AND KNOW-HOW OBTAINED AND REQUIRED. THE EVALUATION DOES NOT PROVIDE ANY LEGAL QUALIFICATION WHICH MAY BE REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

IN ORDER TO BE ABLE TO QUALIFY PURCHASER'S EMPLOYEE OR USER MUST REFER TO AND COMPLY WITH ALL LOCAL APPLICABLE LAWS AND REGULATIONS REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

8. - LIMITATION OF LIABILITIES

8.1 IN NO CASE WHATSOEVER AND NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY HEREIN OR IN ANY CONTRACTUAL DOCUMENT, SELLER, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS SHALL BE LIABLE TOWARDS THE PURCHASER AND/OR ITS EMPLOYEES USERS AND PERSONS FOR ANY DAMAGE OR LOSS OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, RELATED TO THE INABILITY TO USE THE SERVICES, LOSS OF USE OF CAPITAL OR REVENUE, COST OF MONEY, BODILY INJURIES OR PHYSICAL DAMAGES INCLUDING DEATH, DAMAGES TO PROPERTY OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, WHETHER ARISING OUT OF THE PURCHASER OR AND ITS EMPLOYEES HAVING RECEIVED SUCH TRAINING AND SERVICES OR UNDER THE CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE. THE LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.

8.2 In accordance with the above and that is provided by article 7 of these General Conditions, the Purchaser shall indemnify and hold harmless the Seller and its respective officers, directors, agents, representatives, employees, and any third party from and against any and all losses, damages, claims, delays, settlements, obligations, deficiencies, liabilities, encumbrances, penalties, costs and expenses (including without limitation reasonable attorney's fees and disbursements), hereinafter referred to as "Losses", sustained, incurred or suffered by any third party, and/or any Losses that the Seller, its respective officers, directors, agents, representatives and employees, may sustain, suffer or incur, resulting from, related to or arising out of the use or receipt of training and any and all actions, suits, investigations, examinations, determinations, proceeding, demands, assessments, audits, judgments and/or claims arising out of relating to any of the foregoing Losses (hereinafter collectively referred to as "Third party Action").

IN THE EVENT THAT THE SELLER SHALL FAIL TO PROVIDE TRAINING IN ACCORDANCE WITH THIS CONTRACT, SELLER'S ENTIRE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS CONTRACT SHALL BE FOR SELLER TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED THAT IN THE EVENT THE SELLER IS UNABLE TO REPERFORM, THE SELLER MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY THE SELLER

FROM THE PURCHASER FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF THE SELLER'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE THE SELLER'S ENTIRE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF THE SELLER, ITS EMPLOYEES OR AGENTS, ARISING FROM THE SERVICES WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS THE PURCHASER ACTUALLY PAID SELLER, TO THE EXTENT NOT PROHIBITED BY LAW.

9. - FORCE MAJEURE

9.1 THE SELLER SHALL NOT BE LIABLE in any way whatsoever for failure to fulfil its obligations as a result of Force Majeure. Force Majeure shall be defined as any event that prevents total or partial execution of the Contract and that cannot be overcome despite reasonable effort on the part of Seller or its agents. Force Majeure shall include, but shall not be limited to, the following events: acts of god, labour conflicts, fire and explosions, storm, flood, prohibition of trade, strike, effect of energy shortage, action or failure to act public serves or government authorities, acts of war, sabotage, embargoes, insurrections, riots, breach off peace, major incidents, affecting manufacturing, particularly tooling accidents or rejection of key components (e.g., forging), transportation interruptions or delays.

9.2 The contractual dates shall be postponed to the extent necessary to overcome consequences of the Force Majeure event on the possible consequences of such even and shall mitigate the consequence of such Force Majeure event. If the Force Majeure event continues for more than four (4) months, the both Parties may terminate the Contract de jure and will mutually agreed upon in good faith on the consequences of such termination.

10. - TERMINATION/SUSPENSION

10.1 The Seller reserves the right, at its sole discretion, immediately and without prior notice to suspend or terminate this Contract upon any breach by the Purchaser of the Contract and claims losses and damages caused by such breach and termination.

10.2 Either party may terminate the subscription under this Contract at any time by providing written notice of termination to the other. In the event the Purchaser terminates its subscription the Purchaser waives the right to make any claims against the Seller and/or its affiliates.. In the event the Seller terminates the Purchaser's subscription without breach or default attributable to the Purchaser in such case the Seller shall, at Purchaser's written request, refund the paid amount corresponding to the remaining period of the Services. Termination of the Purchaser's subscription automatically terminates the Purchaser's right to use the Services and any content or other material of E-Learning Modules.

11 - ADVERTISING

The Seller is authorised to mention Purchaser's name on its list of references.

12. - GOVERNING LAWS - JURISDICTION

This Contract shall be governed by the laws of France without regard to its conflicts of laws principles. Any legal action or proceeding related to these Services and/or this website and e-Learning Modules shall be finally settled by the Commercial Court of Paris which has exclusive jurisdiction.

13. - GENERAL

13.1 The Contract constitutes the entire agreement between the Parties and shall supersede all prior discussions, negotiations and agreements either oral or in writing between the Parties. The contract shall consist of the document listed in article 1.3 and Appendix 1 Terms and Use attached to this General Conditions of Sale.

13.2 The Contract may only be amended by a written instrument executed by the representatives of both Parties.

13.3 Should any provision this Contract be found illegal, invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of the Contract.

13.4 No waiver on the part of the Seller of any of this Contract will be of any force or effect unless made in writing and signed by a duly authorized officer of the Seller.

13.5 The Purchaser cannot assign or otherwise transfer its rights and obligations under this Contract without the prior written consent of the Seller.

13.6 The failure or delay of the Seller to exercise or enforce any right in this Contract does not waive the Seller's right to enforce that right.

13.7 Articles 7, 8, 9, 12 and 13 shall remain in force for a period of 5 (five) years from the termination for whatever reason of this Contract.

13.8 The language of this Contract in all respects (including but not limited to notices, exchanges, resulting documentation) shall be English.

13.9 Notices shall be made by fax, e-mail or confirmed by prepaid registered letter with return receipt requested, addressed to the Seller at the following address set forth below:

SCHNEIDER ELECTRIC

Le HIVE

35 rue Joseph Monier 92506 Rueil-Malmaison France

Notices shall be addressed to the Purchaser at the address specified in Special Conditions.

The timeliness of the notice shall be based on the date it was received.

13.10 Pursuant to the rights and obligations stipulated in the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, SCHNEIDER ELECTRIC informs users of e-Learning Modules and any third parties that it shall store all or part of the information sent to the Site on a server for 3 years as of the date the information is first collected on the Site.

In compliance with the French Act and the European Directive 95/46/EC, users have a right to access, modify, rectify or delete any personal data or contribution that might be processed in writing at the following address: SCHNEIDER ELECTRIC-Legal le HIVE - 35 rue Joseph Monier - 92506 Rueil-Malmaison- France, to the attention of Legal Department.