



103 Enterprise Dr.
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50 Wickwire Way | Bldg. 7
Towanda, PA 18853
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TERMS AND CONDITIONS FOR PROCONEX TRAINING

Proconex offers process automation, engineering, and software training programs to non-employees from our customer base. Training may be provided by Proconex or Emerson and may include virtual as well as in-person classes. The fees for each course vary, and attendees are required to pre-pay via debit/credit card or can be invoiced at time of registration via commercial terms via purchase order if customer terms have been established. Courses are offered both on-site at Emerson or Proconex and online.

1. Invoices: Attendees will be invoiced at the time of registration for all training sessions. A 4% convenience fee will be charged for any attendees paying via debit/credit card. Fees for attending an in-person training session DO NOT include travel, hotel or related expenses for attendees traveling to the training location. Travel, hotel and related expenses are the responsibility of the attendee.

2. Minimum Attendance Requirements: All training sessions will have a minimum attendance requirement and may be canceled or rescheduled if attendance does not meet Proconex's/Emerson's minimum requirement. In the event that Proconex or Emerson must cancel a class due to minimal attendance, our liability is limited to only the course fee.

3. Payment: Full payment is due at the time of registration and is non-refundable unless otherwise addressed herein. We do not offer to reschedule missed classes.

4. Rights and Responsibilities: Proconex reserves the right to refuse service to anyone for any reason. Attendees are responsible for their own actions during the training sessions. Attendees are expected to follow all rules and regulations set forth by Proconex and/or Emerson.

5. Audio/Video Recordings: No audio or video recordings will be permitted during the training sessions. Materials (if any) will be provided at the time of the training session.

6. Intellectual Property: All materials provided by Proconex and/or Emerson are proprietary and belong to Proconex and/or Emerson. Attendees may not distribute or reproduce the materials in any way. All intellectual property rights are owned by Proconex and/or Emerson.

7. Cancellation: Pursuant to Section 2, Proconex reserves the right to cancel a training session if the number of registrants is too low. In such cases, attendees will be notified via email. Substitutions are accepted until the first day of class. Any and all cancellations will be refunded per the following schedule:

- o Greater than 3 weeks - 100% refund.
- o 2 weeks - 50% refund.
- o Less than 2 weeks or no show - no refund; full tuition due.

8. Registration via Credit Terms: For attendees paying via commercial credit terms through their employer (a Proconex customer), a purchase order at the time of registration is required without exception.

9. Technical Issues: Technical issues arising during the training session will be handled at the time of the session and may result in cancellation of the training session. If this occurs, Proconex will instruct the attendees on rescheduled training (if any) at no additional cost.

10. Privacy: Proconex will collect only the personal information necessary to ensure the attendees' participation in the training class only. No other personal information will be collected. Please refer to our Privacy Policy, to be drafted separately.

11. Limitation of Liability: Proconex will not be liable for any direct, indirect, incidental, special, or consequential



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damages resulting from the use or inability to use the materials provided.

12. Disputes: These terms and conditions are governed by the laws of the Commonwealth of Pennsylvania. Any claims or disputes arising from the use of our services will be subject to the jurisdiction of the courts of the Commonwealth of Pennsylvania.

Please review these terms and conditions carefully. Registration for training sessions indicates your agreement to be bound by these terms and conditions.