

# CONTRACT FOR SES TRAINING

Email [Justin@NeverGray.biz](mailto:Justin@NeverGray.biz) with questions or a signed copy of this contract. Indicate if you are paying by bank transfer (in USD or CAD) or if you are paying by credit card for an additional fee of 3%.

## 1 PURPOSE

This sales contract (this “Agreement”) is for Never Gray to provide SES Training to students from a Company defined as the “Client”. Clients may be generally referred to as Student or “Students” under this Agreement. The Client reserves training for Students by signing this contract and paying. Students can choose to enroll in one course or a package of two courses.

The prices in this contract are valid through **31 December 2025**.

## 2 TRAINING EXPLANATION

Students of the SES Training learn to perform tunnel ventilation analysis by creating models and using the Subway Environment Simulation (SES) computer program.



SES is a one-dimensional aerodynamic and thermodynamic solver for tunnels, transit, and underground environments (see Figure 1).

Figure 1: Text files for SES

By completing this training, Students become SES technicians who can analyze real-world projects. SES Technicians can document model creation, simulate tunnel environments, and post-process results, see Figure 2.

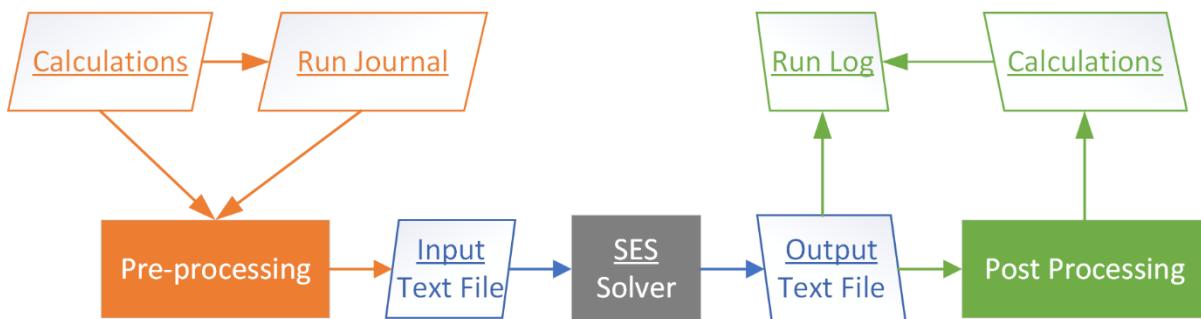


Figure 2: SES Technician capabilities

Training features are below:

- Course developed by SES Guru trained by original SES developers at Parsons Brinckerhoff
- Content is derived from over 350 hours of development, live lectures, and student feedback to assure an effective learning experience
- Lectures are on-demand for students to review at their convenience **one year after starting the course**.
- Self-work with a sample system enables students to be ready for real-world analyses
- Access to an SES Guru to understand the content
  - One email per lecture and associated self-work
  - Eight office hours for both courses
- Over 50 calculation templates (for emergency and normal analyses) taught and available for efficient model creation of future projects
- Learn modern analysis techniques using pre-and post-processing tools

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- Next-In for pre-processing, which is freely available
- Next-Out for post-processing, which is freely available

These features may be referred to herein collectively as the “Content.”

All Content is provided in English.

## 3 PRICE AND PAYMENT

Table 2 shows the price per student in United States Dollars (USD) and Canadian Dollars (CAD). Prices do not include applicable taxes or a 3% fee for paying by credit card (instead of electronic bank transfer).

Table 1: Price for course

#	Course	Price per Student (USD)	Price per Student (CAD)	Price per Student (Euro)	Check Applicable
A	Emergency Analyses	\$3,400.00	\$4,692.00	€ 2,992.00	<input type="checkbox"/>
B	Normal Analyses	\$2,400.00	\$3,312.00	€ 2,112.00	<input type="checkbox"/>
C	Sub-Total	\$5,800.00	\$8,004.00	€ 5,104.00	<input type="checkbox"/>
D	Package Discount of 10%	(\$580.00)	(\$800.40)	€ (510.40)	<input type="checkbox"/>
E	Total Package	\$5,220.00	\$7,203.60	€ 4,593.60	<input type="checkbox"/>

Check if paying by credit card for additional 3% fee.

If normal analyses are purchased within a year, the discount (D) for the full package will apply.

Full payment or a purchase order is required before students are enrolled.

## 4 STUDENT REQUIREMENTS

Students must be at least 18 years of age to use the Content. Students under the age of 18 may only utilize the service with the involvement of the Client, who shall agree to be bound by the terms of this Agreement.

Access to the Content is personal to the Student who has purchased the Content. Access is sold to individual students and sharing is not allowed. Students caught sharing content or login information lose access until compensation is provided for the additional student. Subject and in addition to the additional limitations and intellectual property requirements in this contract, Never Gray grants the Student a limited, non-exclusive, non-transferable right to access the Content. No other right, title or interest is being transferred under this Agreement. This means explicitly that you cannot circumvent this agreement by, without limitation, archiving, reproducing, distributing, modifying, displaying, publishing or creating derivative works from the Content. Students are further required not to remove, alter, deactivate, or degrade any content provided under this Agreement.

Students require access to tools in Table 2.

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Table 2: Computer and Software Requirements for SES Technicians

	Requirement	Recommended
Hardware	High-speed internet connection for lectures	
	Windows computer	Windows 10, 64-bit edition
Software	One version of SES: <ul style="list-style-type: none"><li>• SES 4.1 for IP Input (free at <a href="http://nevergray.biz/ses">nevergray.biz/ses</a>)</li><li>• SES 6.0 for SI input (request from WSP)</li><li>• OpenSES (download from OpenSES.org)</li></ul>	SES 6.0 for SI input (request from WSP)
	Drawing software to create network diagrams	Microsoft Visio
	Spreadsheet program for calculations	Microsoft Excel, 365 Edition
	Text editor for input files and output files	One of the following: <ul style="list-style-type: none"><li>• <a href="#">Notepad++ (free)</a></li><li>• Ultra-Edit</li></ul>
	Next-In for pre-processing ( <a href="http://www.nevergray.biz/next-in">www.nevergray.biz/next-in</a> )	
	Word processor	Microsoft Word, 365 Edition
	Post-processing software (internal to the company)	Next-Out
	Portable Document Format (PDF) reader	PDF program with the ability to measure distance, perimeter, and Area.

## 5 LIMITATIONS

This training focuses on using the SES as a tool. The intended audience is engineers knowledgeable in electrical, mechanical, fire life safety, or tunnel ventilation. This training does not teach the knowledge necessary to be a tunnel ventilation engineer.

NEVER GRAY PROVIDES THESE SERVICES “AS IS” AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SERVICES. BY CHOOSING TO UTILIZE NEVER GRAY’S SERVICES, THE CLIENT DOES SO AT THEIR OWN RISK. NEVER GRAY PROVIDES EDUCATION MATERIALS ONLY, AND NOTHING IN THE SERVICES RENDERED BY NEVER GRAY SHOULD BE CONSIDERED ADVICE IN ENGINEERING ADVICE OR ANY OTHER FORM OF ADVICE THAT REQUIRES A LICENSE TO DO SO.

Never Gray does not provide consulting services as part of this contract. Any use of advice to the Client, or any reliance on the services, is the Client's responsibility. Decisions made or actions are the Client's responsibility and directly involved in the decisions or actions. Consulting services are available with a separate contract.

YOU UNDERSTAND AND AGREE THAT NEVER GRAY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF YOUR USE OF THE MATERIALS PROVIDED BY NEVER GRAY. NEVER GRAY’S AGGREGATE LIABILITY NEVER EXCEEDS THE PURCHASE PRICE OF THE SERVICES OBTAINED THROUGH NEVER GRAY OR \$1,000, WHICHEVER IS LESS. SOME JURISDICTIONS DO

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NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 6 INTELLECTUAL PROPERTY

Never Gray is the rightful owner of the materials provided under this Agreement. Nothing under this Agreement shall be considered an assignment of license of Never Gray's materials and intellectual property rights.

Never Gray and all of its contents are © 2022 Never Gray. Never Gray owns the copyright for all course materials, including documents and videos. Clients may not use these course materials without prior written consent permission from Never Gray. The Client or anyone else may not distribute these course materials without prior written consent.

The Client acknowledges and agrees that any trademarks, trade names, sound marks, design marks, or logos displayed on or through this Agreement, including, but not limited to, NEVER GRAY and the design mark, are common law or registered trademarks owned by or licensed to Never Gray. You are expressly prohibited from using Never Gray's trademarks to cause confusion, cause mistakes, deceive consumers, or falsely designate the origin of, the source of, or the sponsorship of Your goods or services. You are further prohibited from using Never Gray's trademarks in domain names, in keyword advertisements, to trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

## 7 PAYMENT TERMS

The Client agrees to pay for the Courses. Full payment for each course is due before the start of the course.

Students only receive access to lectures and course materials after full payment for each course.

## 8 CANCELLATION

Never Gray may cancel training at its discretion. If initiated by Never Gray, Never Gray will issue refunds.

Cancellations initiated by the Client do not receive a refund of their payment. Their credit may be applied to future training hosted by Never Gray within a year of the scheduled course ending.

## 9 CHOICE OF LAW AND VENUE

**Location:** Toronto, Ontario, Canada

This Agreement between Client and Never Gray shall be governed by and construed by the laws of the location listed above without regard to conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal court or state court in the location listed above. The Agreement constitutes the entire agreement between you and Never Gray regarding the purchase of the course work. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement will remain in full force and effect. You may not assign this Agreement, and any assignment of this Agreement by you will be null and void.

## 10 MISCELLANEOUS

**Force Majeure.** Never Gray will not be responsible for any delay or failure in performance arising out of any cause beyond Never Gray's control, such as acts of God, war, riots, fire, terrorist attacks, power outages, severe weather, or other accidents.

**Survivability.** The representations, warranties, duties, and covenants made by Client under this Agreement will survive the termination of this Agreement, including, but not limited to, Client's duty to indemnify and defend Never Gray.

**Full Agreement.** The terms and conditions set forth under this Agreement represent the entirety of the agreement between parties.

**Interpretation.** This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

**Assignment.** You are expressly prohibited from assigning your rights and duties under this Agreement. Never Gray reserves the right to assign its rights and duties under this Agreement, including in a sale of Never Gray.

**Waiver and Integration.** No term or condition of this Agreement or breach of this Agreement will be deemed waived or consented to unless said waiver is written and signed by the party to be charged. This Agreement is the entire agreement between the parties and supersedes all previous agreements or representations between the parties.

## 11 SIGNATURES

This Sales Contract forms an agreement between Never Gray and the Client below.

By signing below, the parties authorized representatives to agree to the terms and conditions of this Sales Contract:

<b>Client (Student or Company):</b>	<b>Training Provider:</b> Never Gray
<b>Address:</b>	<b>Address:</b> 402-60 Berwick Ave, Toronto ON M5P 0A3, Canada
<b>Signed for and on behalf of Client</b> <b>Signed:</b>	<b>Signed for and on behalf of Never Gray</b> <b>Signed:</b>
<b>(Authorized Representative)</b>	<b>(Authorized Representative)</b>
<b>Printed:</b>	<b>Printed:</b> Justin Edenbaum
<b>Title:</b>	<b>Title:</b> Founder and Principal
<b>Date:</b>	<b>Date:</b>