

SARATECH ADDITIVE MANUFACTURING TERMS AND CONDITIONS

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only Terms which govern the use and sale of **Products** (defined in Section 1(a)(ii)), the provision of support, maintenance, services and training (“**Services**”) by Paydarfar Industries Inc., dba Saratech and its divisions, subsidiaries and affiliates (“**Saratech**”) to the buyer (“**Buyer**”). These Terms take precedence over the Buyer’s subsequent, supplemental or conflicting terms and conditions to which notice of objection is hereby given, regardless of whether or when Buyer has submitted its request for quote, order, or such terms. Neither the commencement of performance or delivery by Saratech shall be deemed or constituted as acceptance of the Buyer’s subsequent, supplemental or conflicting terms and conditions. These Terms, together with the Sales Quote, constitute the entire agreement (“**Agreement**”) between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Sales Quote, the Sales Quote shall govern. Buyer’s signature below, issuance of a purchase order, tender of payment by Buyer, or acceptance of the Products and/or Services from Saratech, whichever comes first, shall be deemed to constitute acceptance of these Terms contained herein. THESE TERMS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED LEGAL REPRESENTATIVE OF SARATECH.

(i) “**Vendor(s)**” means third party manufacturers, vendors, licensors, or providers of hardware, appliances, equipment, software, support, maintenance, services, and other products.

(ii) “**Product(s)**” means all hardware, appliances, equipment, software and other products which are (i) manufactured, licensed, or provided by Vendors, and (ii) resold by Saratech to Buyer.

2. Saratech Payment Terms.

(a) Buyer shall pay all invoices due to Saratech on receipt of the purchase order by Saratech. All amounts are payable in U.S. Dollars, are nonrefundable, and are not subject to any deduction or set-off.

(b) Buyer shall pay interest on all late payments at the lesser rate of 1.5% per month, or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Saratech for all costs incurred in collecting late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Saratech does not waive by the exercise of any rights hereunder), Saratech shall be entitled to suspend the delivery of any Products or Services if Buyer fails to pay any amounts when due hereunder and such failure continues following written notice thereof.

(c) Buyer shall not withhold payments of any amounts due and payable by reason of any set-off of any claim or dispute with Saratech, whether relating to Saratech’s breach, bankruptcy or otherwise.

3. **Return Policy.** Saratech does not accept returns or exchanges. If Buyer receives a defective Product, the sole remedy of the Buyer shall be limited to the pass-through warranties provided by the Vendor. Buyer may contact Saratech at (949) 481-3267 or via email at support@saratech.com with details of the Product(s) and the defect.

4. **Shipping Fees.** Buyer is responsible for all delivery, shipping, handling, and insurance fees for the Products. All Products purchased by Buyer from Saratech will be shipped by Saratech F.O.B. Saratech’s facility (or other domestic point of origin, if applicable) to the location identified in the purchase order.

5. Price

(a) Buyer shall purchase the Products and Services from Saratech at the price set-forth in Saratech’s published price list. If the price should be increased by Saratech before delivery of the Products to carrier for shipment to Buyer, then these Terms shall be construed as if the increased price was originally inserted herein, and Buyer shall be billed by Saratech on the basis of such increased price.

(b) Buyer shall pay Saratech for all reasonable travel and/or out-of-pocket expenses incurred by Saratech in

connection with the performance of Services, including, but not limited to, any and all expenses associated with installation of the Products.

- (c) All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to Saratech's income, revenues, gross receipts, personal or real property, or other assets.

6. Installation Services

(a) This Section 6 applies only if installation services will be provided to Buyer by Saratech.

(b) Damage to Premises.

- (i) Buyer hereby expressly waives and releases any and all claims, now known or hereafter known, against Saratech, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of damage to Buyer's premises, including, but not limited to, damage to floors, walls, entry ways, doors, door frames, door jambs, ramps, loading docks, fixtures, appliances, furniture, or other equipment, arising out of or attributable to Saratech's provision of the Installation Services, whether arising out of the negligence of Saratech or any Releasees or otherwise. Buyer covenants not to make or bring any such claim against Saratech or any other Releasee, and forever release and discharge Saratech and all other Releasees from liability under such claims.

(c) Buyer Caused Delay.

- (i) If Saratech's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, including but not limited to failure to properly prepare the installation site as outlined in the relevant site-preparation guide, Saratech shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Furthermore, any additional costs incurred by Saratech as the result of such a delay shall be the sole responsibility of the buyer and will be invoiced accordingly.

(d) Scheduling.

- (i) Installation must be scheduled to occur within ten (10) days of Buyer receipt of Products, unless otherwise agreed to by the parties.

7. **Warranties; Terms; Disclaimer.** Saratech warrants that it has full right, power, and authority to sell the Products to Buyer and perform the Services for the Buyer, and that the Products are free and clear of all liens and similar encumbrances of any kind. Buyer acknowledges that:

(a) Buyer has made the selection of the Products and Services based on its own judgment and expressly disclaims any reliance upon statements made by Saratech;

(b) Saratech is an authorized reseller of the Products;

(c) Buyer use of the Products is subject to the applicable Vendor's license provisions, end-user license agreement, service level agreement, terms of use or service, or other end-user agreements or documents, including, without limitation the following terms and conditions;

(i) For orders involving Markforged Product(s) and Service(s):

- i. <https://markforged.com/library/terms-conditions/>

(ii) For orders involving HP Product(s) and Service(s):

- i. HP End Customer Terms - Multi Jet Fusion Products

(iii) For orders involving BigRep Product(s) and Service(s):

- i. <https://saratech.com/wp-content/uploads/2019/04/BigRep-Americas-Inc.-End-User-Terms->

- (d) the only representations, warranties, indemnities, and other terms relating to the Products are those offered by the applicable Vendor, and Saratech will have no responsibility in connection therewith;
- (e) Buyer expressly waives any claims against Saratech based upon any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property rights with respect to the Products and Services; and
- (f) Buyer assumes all responsibility for ensuring that the Products and Services are used in accordance with all applicable laws and regulations.
- (g) EXCEPT AS WARRANTED IN THIS SECTION, ALL PRODUCTS, DELIVERABLES, PARTS, INFORMATION AND SERVICES PROVIDED OR MADE AVAILABLE BY SARATECH TO BUYER HEREUNDER (“Items”) ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY WHATSOEVER, AND SARATECH EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER RELATING TO THE ITEMS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SARATECH DOES NOT WARRANT THAT THE ITEMS WILL BE ERROR-FREE, COMPLETELY SECURE, OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION.
- (h) SARATECH MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ACCURACY OF INFORMATIONAL CONTENT OR SYSTEM INTEGRATION, OR THE APPROPRIATENESS OF THE PRODUCTS AND SERVICES FOR ANY PARTICULAR SYSTEM.
- (i) THE PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION.
- (j) THE PRODUCTS AND SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.
- (k) SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATION MAY NOT APPLY TO BUYER, NONETHELESS THIS SECTION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Compliance with Laws.

- (a) Buyer acknowledges that the Products, Services and any technical data related thereto may be subject to Export Control Laws (defined in Section 8(a)(i)), and Buyer hereby agrees not to export, re-export, or otherwise distribute Products in violation of any Export Control Laws and to comply with all applicable Export Control Laws.
 - (i) Export Control Law(s) means all applicable export laws and regulations, including, without limitation, the Arms Export Control Act (22 U.S.C. § 2751-2794), the International Traffic in Arms Regulations (ITAR) (22 U.S.C. § 120 et seq), and the Export Administration Regulations (15 C.F.R. § 730-774), including the requirement for obtaining any export license or agreement, if applicable.
- (b) Buyer warrants that it will not purchase, export, or re-export any Products with knowledge they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless permitted by applicable laws.
- (c) Buyer warrants it will not export or re-export, directly or indirectly, any Products to embargoed countries or transfer or sell Products to companies or individuals listed on the Denied Persons List published by the United

States Department of Commerce.

(d) Buyer warrants that its purchase of Product(s) shall not be for the following reasons:

(i) support an end use of Vendor Products or Services within:

Crimea Region, Ukraine	Cuba	Iran
North Korea	Syria	Sudan
Cote D'Ivoire	Iraq	Eritrea
Dem. Rep. Congo	Lebanon	Liberia
Somalia		

(ii) Engaging in producing, or reasonably expected to support an end use in producing, drones capable of 300 km or longer range, within:

United Arab Emirates	Bahrain	China
Egypt	India	Israel
Jordan	Kuwait	Macau
Oman	Pakistan	Qatar
Saudi Arabia	Yemen	

(iii) Engaging in or supporting an end use in producing, military products or services in:

China	Russia	Venezuela
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9. Risk of Loss and Title.

(a) Title and risk of loss passes to Buyer upon delivery of the Products to the carrier for shipment (FOB shipping point). The Product(s) shall be shipped and delivered to the Buyer's specified place of delivery using a carrier selected by Buyer; provided, however, that Buyer shall be responsible for clearing any necessary customs with respect to the Products. Buyer shall bear the risk of loss, damage, and destruction from every cause once the Products have been delivered to the carrier.

(b) Buyer shall unload and inspect the Products upon delivery, and Buyer shall be responsible for notifying Saratech of any defect or damage to the Products or of any claim arising hereunder within five (5) calendar days of the delivery of the Products. Buyer's failure to advise Saratech of such defect, damage, or claim within the specified time period in the previous sentence will release Saratech and the carrier from any and all liability for damages related thereto.

10. Statement of Work. Any Sales Quote that includes Services to be performed by Saratech and/or its affiliates, and/or their employees, agents, or subcontractors is an estimate only. The final labor quote shall be provided by Saratech when a statement of work ("**SOW**") has been executed by Saratech and Buyer. The SOW will govern the performance of Saratech Services.

11. Ownership.

(a) Intellectual Property. Saratech shall own all intellectual property rights to its own deliverables and any intellectual property rights derived therefrom. Sale or distribution of Products consisting of software will be by license only, and will not include any right of sale, resale, ownership, or any related right. Notwithstanding anything to the contrary in this Agreement, all references in this Agreement to "sell" or its correlatives in relation to Products consisting of software mean license. Distribution of physical or tangible products will be by resale, including the right of ownership. Distribution of Vendor software will not include any right of sale, resale, or ownership of the Vendor software contained thereon. Under no circumstances may Buyer acquire any ownership rights in Vendor software. The license of those Products consisting of software will be directly by and between the Vendor and the Buyer pursuant to Vendor's then-current end-user license agreement and/or terms of service.

(b) Preexisting Work. Notwithstanding the foregoing, the work proposed for the Services to be performed or in

an applicable SOW may require the use of Saratech technical data (specifications, formulae, processes and/or computer software) developed at private expense and protected by copyright or other intellectual property right or considered a trade secret by Saratech or third parties ("**Preexisting Works**"). Such use or reference shall not constitute or imply a grant of a license, a transfer of any title or right, or any other right to use such Preexisting Works. Any provisions of this Sales Quote or an applicable SOW granting to Buyer (or Buyer's customer) any rights whatsoever in Preexisting Works shall apply only to data or software specifically listed in this Sales Quote or an applicable SOW as deliverable(s) and shall not apply to Saratech's Preexisting Works used to develop deliverable(s) or referenced in such deliverable(s). Saratech further agrees that a limited license to use any Saratech Preexisting Works will be provided to Buyer, only to the extent such Saratech Preexisting Works is identified as a deliverable(s).

- (c) All rights, titles and interest in any Preexisting Works, and in any modifications, enhancements or derivatives thereto developed in the performance of the Services or under these Terms is and shall remain in Saratech and its licensors. All right, title and interest in any data, specifications, systems documentation and code ("**Buyer Information**") provided by Buyer is and shall remain in Buyer. All right, title and interest in any 3rd party proprietary data or code shall remain with those parties, except that the disclosing party, to the extent that it is able to do so, grants the other party a limited license to use such proprietary information under these Terms.

12. INDEMNIFICATION.

- (a) Indemnity to Saratech and Vendor for 3D Printed Parts produced by the Buyer:
 - (i) The Buyer assumes all risk relating to or arising from the 3D Printed Parts that it distributes or sells. Saratech and the Vendor shall not have any responsibility for any loss or damage caused by the 3D Printed Parts.
 - (ii) The Buyer shall defend, indemnify and hold harmless Saratech and the Vendor from all third-party claims, losses, liabilities, costs, damages, judgments, awards, or expenses (including but not limited to attorney's fees, expert witness fees, and bonds) arising out of the Buyer's use, operation, distribution, sale, marketing or possession of the 3D Printed Parts.
 - (iii) The Buyer is solely responsible for the evaluation and determination of the suitability and compliance with applicable regulations of the products and/or 3D Printed Parts for any use, especially for uses (including but not limited to medical, dental, food contact, automotive, aerospace, heavy industry, and consumer products) that are regulated by the US, EU and other applicable governments.
 - (iv) "3D Printed Parts" means any output or parts created, developed and/or produced by the Buyer or its customers, partners and/or other End-Users from use of the Vendor products.

13. LIMITATION OF LIABILITY.

- (a) IN NO EVENT WILL SARATECH, ITS AFFILIATES, OR ITS VENDORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO BUYER, ITS AFFILIATES, OR ITS VENDORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, FOR LOSS OF USE OR LOSS OR CORRUPTION OF DATA, FOR EQUIPMENT OR SYSTEMS OUTAGES OR DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THE SERVICES, THESE TERMS OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF SARATECH, ITS AFFILIATES, OR ITS VENDORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THE SERVICES, THESE TERMS, AND OTHERWISE, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY BUYER FOR THE APPLICABLE PRODUCT(S) OR SARATECH SERVICES WHICH IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM.
- (c) NO ACTION REGARDING THE SARATECH SERVICES OR PRODUCTS (OTHER THAN WITH RESPECT TO PAYMENTS

HEREUNDER) MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF EITHER (I) THE DELIVERY OF THE PRODUCTS, OR (II) THE CLAIMANT PARTY'S KNOWLEDGE OF THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

14. Confidentiality.

- (a) All non-public, confidential or proprietary information of Saratech, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Saratech to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "**confidential**" in connection with these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Saratech in writing.
- (b) Upon Saratech's written request, Buyer shall promptly return all confidential documents and other materials received from Saratech. Saratech shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (i) in the public domain; (ii) known to Buyer at the time of disclosure; (iii) rightfully obtained by Buyer on a non-confidential basis from a third party; or (iv) is required to be disclosed pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Buyer shall first provide Saratech with: (1) prompt notice of such requirement so that Saratech may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Saratech's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

15. Relationship of Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. Assignment. Neither party shall be permitted to assign these Terms or any of its rights and obligations pursuant to these Terms, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign these Terms without consent, to any parent, subsidiary, or other affiliate in connection with a merger involving it or any of its affiliates, or in connection with an acquisition of all or substantially all of a party's or its affiliates assets or equity interests. In addition, Saratech may assign or delegate any of its rights or obligations under these Terms, in whole or in part, to any of its affiliates without consent. Any other assignment of this without the other parties' consent is void.

17. Dispute Resolution.

- (a) In the event of any dispute arising out of or relating to the Products, Services and/or these Terms, the parties shall attempt to resolve the dispute first through good faith negotiations between the parties' senior executives. If the matter is not resolved by the parties' senior executives within thirty (30) days after the commencement of such negotiations, the parties shall attempt to resolve the dispute by mediation with a neutral third-party mediator acceptable to both parties. Mediation expenses shall be shared equally by the parties. If, following or during such mediation, either party elects to initiate litigation, the prevailing party shall be entitled to recover from the non-prevailing party any and all costs and expenses incurred by the prevailing party, including but not limited to reasonable attorneys' fees, court costs, and expert fees.
- (b) Nothing in this Section shall be construed as prohibiting a party from applying to a court for interim injunctive relief or from immediately initiating a lawsuit with respect to any uncontested, unpaid fees due under these Terms.

18. Non-Solicitation of Employees.

- (a) Buyer agrees that it and its affiliates, and their employees, personnel and contractors, will not, either during or for a period of twelve (12) months after the date of the Sales Quote, solicit to hire as an employee or

contractor any of Saratech's and its affiliates' employees.

(b) Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees.

(c) If Buyer or one of its affiliates hires any employee(s) of Saratech prior to expiration of the twelve (12) month period, as an employee or contractor, Buyer agrees to pay to Saratech within thirty (30) days of the hiring date, an amount equal to the person's annual compensation (including bonuses) at Saratech at the time of his or her departure from Saratech.

19. Force Majeure. Neither party shall be liable for delays, failure to meet their obligations, or damages due to events, circumstances, or causes beyond that party's reasonable control, including without limitation war, terrorism, riots, acts of God, floods, fire, earthquakes, third party hacking attempts or attacks, viruses, malware, and similar software programs, and denial of service attacks. The nonperforming party must promptly notify the other party of such event, circumstance, or cause and takes all reasonable steps to recommence performance promptly. Notwithstanding the foregoing, no such events, circumstances, or causes shall excuse Buyer's obligation to pay undisputed amounts when due hereunder.

20. Governing Law and Venue. The Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, excluding conflicts of law principles. Exclusive jurisdiction for any lawsuit or claim in connection with the Agreement shall be in the state or federal courts located in the County of Orange, California USA.

21. No Joint and Several Liability. Only the entity that issues a Sales Quote or accepts a Purchase Order will be liable with respect to such Sales Quote and Purchase Order. There shall be no joint and several liability with respect to Saratech affiliates.

22. Written Modification. The Agreement the entire understanding between the parties with respect to the subject matter hereof and may not be changed except by a separate writing signed by all the parties. Purchase Orders, acknowledgment forms, or similar routine documents may be used by the parties from time to time. The parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of these Terms shall be deemed deleted and have no force or effect.

23. Termination.

(a) In addition to any remedies that may be provided under these Terms, Saratech may terminate these Terms with immediate effect upon written notice to Buyer, if Buyer:

- (i) fails to pay any amount when due under the Sales Quotes and these Terms and such failure continues after Buyer's receipt of written notice of nonpayment;
- (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or
- (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors

24. Notices.

(a) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the specified party and at the address set forth in this Section or to such other address that may be designated by the receiving party in writing.

To: Saratech
Mailing Address: 32932 Pacific Coast Highway #14-429
Dana Point CA 92629

(b) All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-

paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Headings. The headings and subheadings contained herein are for informational purposes only and will have no effect upon the intended purpose or interpretation of the provisions of this Agreement.