

## SARATECH TRAINING TERMS AND CONDITIONS

These terms and conditions (“**Terms**”) govern the provision of services (“**Services**”) and the sale of products (“**Products**”) by Paydarfar Industries, Inc. dba Saratech and its divisions, subsidiaries and affiliates (“**Saratech**”), to the party to whom the applicable Proposal and/or quote (collectively, “**Proposals**”) are addressed (“**Customer**”). These Terms take precedence over Customer’s subsequent, supplemental or conflicting terms and conditions to which notice of objection is hereby given, regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Neither Saratech’s commencement of performance or delivery shall be deemed or constituted as acceptance of Customer’s subsequent, supplemental or conflicting terms and conditions. These Terms, together with any Proposal and/or 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 Proposal and/or quote, the Proposal and/or quote shall govern. Customer’s execution of the Proposal and/or quote, issuance of a purchase order, tender of payment to Saratech, or acceptance of the Services and/or Products from Saratech, whichever comes first, shall be deemed to constitute acceptance of the terms and conditions of the Agreement. THESE TERMS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED LEGAL REPRESENTATIVE OF SARATECH.

1. Term of Agreement. The term of this Agreement shall be the for a period of one (1) year from Customer's Signature on the Quote and shall automatically renew for successive one (1) year terms unless terminated by Customer by providing notice of termination in writing at least thirty (30) days prior to the expiration of the initial term or any renewal term.
2. Training/Mentoring Provided. Saratech agrees to provide Services consisting of training and/or mentoring (hereinafter collectively “**Training**”) as defined in the Proposal and/or quote as applicable attached hereto and by this reference made a part hereof. Customer agrees to pay the amount as indicated in the quote pursuant to the payment terms therein. **All amounts are non-refundable.** Any and all Training provided is for informational purposes only and is at the specific direction of the Customer.

Training and any training materials utilized in Training are merely for informational and training purposes only. Training is not intended to provide Customer with engineering inputs, assumptions, criteria, constraints or other information necessary to complete any project(s). Customer acknowledges that such work is outside the scope of this Agreement. Customer shall defend, indemnify, and hold Saratech harmless from any and all claims, fines, penalties, assessments, liabilities, losses, and expenses, including attorneys' fees, citations, fines and court costs, and liabilities of every kind arising from work performed under this Agreement. Saratech expressly disclaims any and all responsibility for Customer products or services.

3. Payment and Taxes. Customer agrees to pay the sum in the Proposal and/or quote. Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. **All sales are final and all payments hereunder are non-refundable.** Any amounts payable pursuant to this Agreement are exclusive of all federal, state, local, municipal or other excise, sales, use, property or similar taxes and fees, now in force or enacted in the future and all such taxes and fees shall be paid by the Customer. Customer agrees to indemnify Saratech against all claims and that Customer will promptly address and settle tax payment with authorities.
4. Assigning Personnel. Saratech will try to accommodate any requests for specific Saratech personnel, but cannot guarantee a specific trainer.
5. Circumstances beyond Saratech's Control. Saratech shall not be responsible or otherwise liable as the result of any delay or failure in performance of its obligations if and to the extent that such deal or failure in the performance of its obligations is caused by circumstance beyond Saratech’s reasonable control including but not limited to delay or cancellation of a flight of the trainer, illness or injury of the trainer, storm, strike, riot, war, invasion act of foreign

enemies, hostilities, act of terrorism, civil war, earthquake, flood, and natural physical disaster, including weather conditions.

6. Rescheduling. Should a delay or failure in performance occur for any reason, Saratech shall use reasonable efforts to reschedule the Training at a time mutually convenient to the Parties. **The foregoing notwithstanding, Customer shall not be absolved of payment obligations hereunder nor shall Customer be entitled to a refund of payment unless and until Saratech is unable to reschedule the Training within 120 days of the originally scheduled Training date, unless such inability to reschedule is the result of Customer.** Should a delay or failure in performance occur due to Customer, Customer shall be responsible for any and all additional costs incurred in order to reschedule, including but not limited to travel fees incurred due to rescheduling.
7. On-Site Trainings. Customer is responsible for receipt of any and all Training equipment sent to Customer site including but not limited to computers, monitors, projectors, cables, etc. Customer shall remain responsible for any and all damage or loss to such Training equipment until it is released to the designated Saratech employee after the completion of the Training.
8. Intellectual Property. Saratech shall exclusively own all intellectual property rights and any intellectual property rights derived from, including, but not limited to, Saratech materials utilized in Training, and Customer shall not acquire, possess or otherwise accrue any ownership rights in the Training Material.
9. Preexisting Work. Services articulated herein may require the use of Saratech technical data (specifications, formulae, processes and/or computer software) or training material developed at private expense and protected by copyright or other intellectual property rights 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. All rights, titles and interest in any Preexisting Works, and in any modifications, enhancements or derivatives thereto utilized in the performance of this Agreement is and shall remain in Saratech and its licensors. Preexisting Works provided are intended only for use in relation to the Services provided hereunder. Customer may not, duplicate, redistribute or utilize Preexisting Works whether internally or externally.
10. No Warranties. Saratech makes no representations or guarantees as to the level of expertise, background and or skills of the Saratech employees or contractors utilized in performance of Services hereunder. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ARE HEREBY DISCLAIMED AND EXCLUDED BY SARATECH, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SARATECH SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY SARATECH IN FURNISHING TRAINING OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND FOR SARATECH'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE REFUNDING OF THE TOTAL AMOUNT RECEIVED BY SARATECH FROM CUSTOMER UNDER THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SARATECH BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) REGARDLESS WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF SARATECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. SARATECH'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY REASON SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY SARATECH FROM CUSTOMER UNDER THE APPLICABLE SOW/SOC OR QUOTE. FURTHERMORE, SARATECH MAKES NO WARRANTY THAT THE OPERATION OF ANY SOFTWARE UTILIZED WILL BE UNINTERRUPTED OR ERROR FREE. UNDER NO CIRCUMSTANCES SHALL SARATECH BE LIABLE TO ANY THIRD PARTY HEREUNDER.

Customer acknowledges that Saratech shall not under any circumstances be liable or responsible in any manner for any malfunction of or defects in third party software, including, but not limited to third party software sold by

Saratech. Customer's rights and remedies for all software sold by Saratech are outlined in the respective Software License Agreement. Nothing contained herein shall be construed to confer additional rights or remedies on Customer.

11. Indemnification. Customer shall defend, indemnify, and hold Saratech harmless from any and all claims, fines, penalties, assessments, liabilities, losses, and expenses, including attorneys' fees, citations, fines and court costs, and liabilities of every kind arising from any acts or omissions committed by Customer or Customer's employees, agents, or Customer's. Customer shall be responsible for any and all liabilities of every kind and nature which may be imposed by reason of any asserted or established violation of law, order, rule or regulation by Customer or its employees, or agents.
12. Non-Exclusivity. Except as provided herein and except as otherwise expressly agreed to in writing by the parties, the relationship between the parties is non-exclusive. Nothing in this Agreement shall preclude Saratech from entering into relationships with any other companies which are similar to the relationship with Customer, nor shall this Agreement preclude SARATECH from marketing or providing its products or services to any person or entity as the party sees fit, or from independently developing, marketing or selling any products or services that are similar to or compete with the other party's products or services.
13. Survival. Customer's obligations under Sections 3, 8, 9, 10, 11, 12, 14, 15, 18, 19, 20, and 22 shall survive termination of this Agreement.
14. Relationship. In all matters relating to this Agreement, the Parties are acting as independent contractors. No partnership, joint venture or similar relationship is intended or created by this Agreement. Neither party: (a) is the agent of the other, (b) has the authority to bind the other, or (c) shall hold itself out to third parties as having any such authority.
15. Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement. If a court/arbitrator determines that part or all of this Agreement is not valid/enforceable, the Parties agree and request that the Agreement be reformed to make as much of it valid/enforceable as possible.
16. Assignment and Delegation. Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign its rights or delegate its obligations without such consent to (a) affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. However, Customer acknowledges and agrees that Saratech may utilize subcontractors in the performance of its duties hereunder.
17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
18. Captions and Headings. Captions and headings used in Agreement are for convenience only, and are not part of this Agreement and shall not be used in construing its meaning.
19. Waiver and Modification. Failure by either party to enforce any provision of this Agreement, will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.
20. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles including, but not limited to, matters of construction, validity effect or performance. In the event that any litigation or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the federal, state or local courts located within Orange County, California. Furthermore, the Parties consent to jurisdiction and venue in any federal, state or local court located in Orange County, California, and the Parties hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
21. Hazardous Materials. The scope of SARATECH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.