

## SARATECH – POST AND SIMULATION KIT SERVICES - TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) govern any provision of Post and Simulation Kit services (“**Services**”) by Paydarfar Industries, Inc. dba Saratech and its divisions, subsidiaries, and affiliates (“**Saratech**”), to the party to whom the applicable Technical Proposal, Cost 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 nor delivery shall be deemed or constituted as acceptance of Customer’s subsequent, supplemental, or conflicting terms and conditions. These Terms and any respective Proposals constitute the entire agreement (“**Agreement**”) between 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 Proposals, Proposals shall govern. Customer’s execution of Proposals, issuance of a purchase order, tender of payment to Saratech, or acceptance of 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. RELATIONSHIP OF THE PARTIES.

- 1.1. Independent Contractors. Saratech and Customer (herein collectively, “**Parties**” or individually a “**Party**”) agree and intend that the relationship between them created by this Agreement and any Proposals provided hereunder is that of independent contractors. This Agreement shall not create a relationship of employer and employee. Similarly, employees of one Party shall not be deemed to be employees of the other Party. Each Party shall be solely responsible for compensating its employees and contractors and withholding any amounts required to be withheld from their compensation by law.
- 1.2. No Agency. Neither Party: (a) is the agent of the other, (b) has the authority to bind the other, or (c) shall hold itself out to any third party as having any such authority. Neither Party is responsible to any customer for the quality of services, or the performance of products furnished by the other Party. Each Party is solely responsible for setting the prices for its own Services.

### 2. SERVICES.

- 2.1. Scope of Work. Saratech shall perform for Customer the Services specified in any and all respective Proposals (“**Scope Definition**”).
- 2.2. Changes to the Proposals. Unless the accompanying Proposals provide otherwise, the proposed fees constitute Saratech's estimate to perform the Services identified in the Scope Definition as specified in the Proposals. Customer’s required Services often are not fully determinable in the initial planning; accordingly, developments may dictate a change in the scope of Services to be performed (“**Change Order**”). Any changes to the Scope Definition may result in an impact on cost and or schedule, resulting in a Change Order detailing such changes. Any scope changes shall be negotiated in good faith and brought to a resolution within 3 business days from the notification of a Change Order request from either party. Any delays caused by Customer’s failure to deliver any Customer Requirements, or any other necessary documents, information, data, etc. shall be cause of a Change Order, under this section. Each Change Order must be mutually agreed upon and executed in writing before any work towards the change in scope can be performed.

### 3. PAYMENT FOR SERVICES AND EXPENSES.

- 3.1. Payment. Customer shall pay for Services and Staffing placement in accordance with the terms and conditions of this Agreement and the payment terms specified in the Cost Proposal and/or any agreed upon Executed Proposals.
- 3.2. Overtime. Unless otherwise noted in the Cost Proposal document, any overtime hours worked, as defined by the applicable state laws where Saratech's Resources are based, will be billed to Customer at a rate of one and one-half times (1.5x) the Resources' standard rate.
- 3.3. Software Separate. Proposals do not include software purchases. Software purchases are separate from this Agreement and any Proposals hereunder. Nothing contained herein shall be construed to relieve, alter, or change Customer's obligations under any software purchase orders including the payment terms thereof.
- 3.4. Opinion of Probable Costs. When required as part of our work, Saratech will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable costs, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Saratech hereunder will be made based on Saratech's experience and qualifications and will represent Saratech's judgment as an experienced and qualified professional. Saratech does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
- 3.5. Timing of Payment. Unless otherwise set forth in the Cost Proposal, the Customer shall pay the amounts payable to Saratech hereunder within fifteen (15) business days of invoice date.
- 3.6. Late Payment Fees. Any invoice amount not paid when due will incur a 2% late payment penalty (2% of invoice amount), or the maximum penalty allowed by State Law, whichever is less.
- 3.7. Interest on Late Payments. Any amount not paid when due will bear interest from due date until paid. Interest rate is equal to 1% per month, or maximum allowed by State Law, whichever is less.
- 3.8. Reimbursement. Customer shall reimburse Saratech for all project related expenses agreed to in the applicable Proposals and incurred by Saratech in the performance of the Services under the applicable Proposals within fifteen (15) business days of the expense(s) being invoiced.
- 3.9. Retention of work product in the event of non-payment. Should Customer fail to pay the amounts payable to Saratech within fifteen (15) business days of the invoice date, Saratech may halt all work and hold all work product generated until all late payments and/or fees have been made. Saratech is not responsible for any schedule and/or cost impacts associated with a work stoppage.
- 3.10. Work Stoppage Fee. If work is halted by the Customer for more than a period of 3 business days or in the event of non-payment (see section 3.7 above), a stoppage fee of 1-3% of total contract value will be incurred. Actual stoppage fee percentage will be determined solely by Saratech and computed at the time of stoppage based on resource impact and expected duration. Work Stoppage Fees must be paid prior to the resumption of any work by Saratech.

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### 4. RESPONSIBILITIES OF THE CUSTOMER.

- 4.1. Customer Responsibilities. Those tasks and responsibilities required of Customer shall be expressly set out in each of the applicable Proposals. Additionally, when entry to property is required by the work, the Customer agrees to obtain for Saratech legal right-of-entry onto the property.
- 4.2. Delays/Changes by Customer. Under no circumstances shall Saratech be responsible for delays by Customer or third parties. Should Customer cause a delay to the services that change the task specifications of the services and/or the time required to perform the services contemplated under any Proposals, Customer shall be responsible for any increased costs.

## 5. CONFIDENTIAL INFORMATION.

- 5.1. Definitions. “**Confidential Information**” shall mean any information (whether or not in writing) relating to or disclosed in the course of the performance of this Agreement, which is (a) marked as "confidential" or (b) not generally known to the public or in the trade and is or should be reasonably understood to be confidential or proprietary to the disclosing party, including without limitation: (i) marketing and sales information, (ii) drawings, documentation and any analyses, compilations, studies or other documents incorporating or developed from Confidential Information, (iii) the terms and conditions of this Agreement, and (iv) the identities of Customers. In the event a Party receives information from Customer and such information is disclosed to the other Party to this Agreement, then such information will be considered Confidential Information of the disclosing Party. Confidential Information shall not include information (a) already known to the receiving Party lawfully and not in violation of any agreement (whether or not in writing) to which the receiving Party is a party relating to the confidentiality thereof, (b) publicly known other than as a result of disclosure by the receiving Party, (c) obtained from any third party which was not, to the knowledge of the receiving Party, under any obligation of confidentiality relating to the confidentiality thereof, or (d) independently developed by the receiving Party without the use or inclusion of any Confidential Information. The receiving Party shall not be in breach of its obligations with respect to Confidential Information hereunder in the event the disclosure of any Confidential Information is required by law, rule, regulation, or court order, provided that prior to any such disclosure by a receiving Party, the disclosing Party is given notice to enable it to move for a protective order. “**Trade Secret**” is defined as any financial or operational information, client information, employee information, process, procedure, formula, or improvement which: (i) is known to a Party and not generally known to the public or to another person who can obtain economic value from its disclosure; (ii) a Party derives economic value, actual or potential, from the information or trade secret as otherwise defined above by its not being generally known by the public or to any other person who can obtain economic value from its disclosure; and (iii) a Party considers such information confidential and treats it as a secret subject through reasonable efforts to maintain its secrecy.
- 5.2. Use of Confidential Information. During the duration of this Agreement and any open Proposals and for a period of ten (10) years after the termination of this Agreement or the conclusion of last open Proposals hereunder, whichever is later, Parties shall each keep confidential and protect from unauthorized use and disclosure all (a) Confidential Information, Proprietary Information and/or Trade Secrets; (b) tangible items and software containing, conveying or embodying such information; and (c) tooling identified as being subject to this section and obtained, directly or indirectly, from the other in connection with this Agreement or other agreement referencing this contract (collectively referred to as “**Proprietary Information and Materials**”). Parties shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Agreement and/or any Proposals.
- 5.3. Return of Confidential Information. Upon a disclosing Party’s request at any time, and in any event upon the completion, termination or cancellation of this Agreement, the receiving Party shall return to the disclosing Party all disclosing Party’s Proprietary Information and Materials and all materials derived there from, unless specifically directed otherwise in writing by the disclosing Party.
- 5.4. Degree of Care. A receiving Party shall, during the term of this Agreement, use the same degree of care as it uses to protect its own Confidential Information of like nature, but not less than a reasonable degree of care, to keep all Proprietary Information and Materials received from a disclosing Party in confidence and shall not disclose or reveal the content of any Confidential Information to any third party. No use of any Proprietary Information and Materials shall be made by the receiving Party which use is not related to the Services.

- 5.5. Use of Proprietary Information. Proprietary Information and Materials of a disclosing Party may not be or translated into another format or language, decompiled, reverse engineered or transmitted without disclosing Party's prior written consent. A reasonable number of copies and reproductions of the Proprietary Information and Materials are allowed solely for use related to the Services.
- 5.6. Title and Interest. Each Party hereto acknowledges that all title and interest, including all patents, copyrights, trade secrets and other intellectual property rights, in the disclosing Party's Proprietary Information and Materials is the exclusive property of the disclosing Party.
- 5.7. Title Upon Termination. Upon termination or expiration of this Agreement for any reason, each Party shall at the direction of the disclosing Party of such Proprietary Information and Materials either return all Proprietary Information and Materials in its possession or destroy such Proprietary Information and Materials and certify in writing to the disclosing Party that it has done so; provided each Party shall be allowed to keep one copy of the Proprietary Information and Materials only for archival purposes or for use in any dispute between the Parties.
- 5.8. Protective Order. If a receiving Party is required to reveal Proprietary Information and Materials under a subpoena, court order or other operation of law, the receiving Party will provide reasonable prior notice to the disclosing Party and notify the disclosing Party in writing so the disclosing Party may request a protective order.

## 6. OWNERSHIP.

- 6.1. Intellectual Property. If not specifically set forth in the Proposals, Saratech shall own all intellectual property rights to its own Deliverables and any intellectual property rights derived therefrom.
- 6.2. Preexisting Work. Notwithstanding the foregoing, the work proposed herein 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 proposal granting to Customer (or Customer's client) any rights whatsoever in Preexisting Works shall apply only to data or software specifically listed in this proposal 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 Customer, only to the extent such Saratech Preexisting Works is identified as a deliverable(s).
- 6.3. Encryption. All Saratech deliverables, including, but not limited to Posts, Simulation Kits, and Machine Code will be encrypted prior to delivery to the customer. Saratech will NOT provide the customer with access to encryption passwords.
- 6.4. Rights and Titles. All rights, titles, and interest in any Preexisting Works, and in any modifications, enhancements or derivatives thereto developed in the performance of this Agreement is and shall remain with Saratech and its licensors. All right, title and interest in any data, specifications, systems documentation, and code ("**Customer Information**") provided by Customer is and shall remain in Customer. All right, title and interest in any third-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 this Agreement.
- 6.5. License to Use: Unless otherwise set forth in the Proposals, Saratech intellectual property generated during execution of services will be licensed to Customer indefinitely for their internal use only (the "License").
- 6.6. The License to use is non-transferable without the prior written consent of Saratech.

7. ACCEPTANCE AND WARRANTIES.

- 7.1. Acceptance. Unless otherwise expressly stated in the Proposals, Customer's acceptance of Services and/or Deliverables will be deemed at the time of delivery or completion thereof. Saratech shall take such reasonable steps to ensure Customer acceptance.
- 7.2. Limited Warranty. Saratech warrants the functionality of Post and/or Simulation Kits for 1 year following delivery. Limited Warranty does not cover:
- 7.2.1.1. Revision of deliverables to accommodate software updates/new versions; or
  - 7.2.1.2. Any functionality not specifically called out in Saratech Proposal or the customer provided Post Questionnaire document.
- 7.3. Authority. Each Party warrants that (i) it has full power and authority to enter into this Agreement and to grant the other Party the rights granted hereunder, and (ii) the signatories to this Agreement are duly authorized to bind their respective Party.
- 7.4. Reasonable Care and Skill. Saratech warrants all Services performed hereunder shall be performed by employees or agents of Saratech who are experienced and skilled in their profession and in accordance with industry standards. Saratech will accept Services work from Customer only in areas of Saratech's expertise and knowledge.
- 7.5. Notice of Breach of Warranty. Any claim for breach of warranties in this Section with respect to any of the Services must be made by written notice to Saratech describing in reasonable detail the failure of any such Services and/or Deliverables within thirty (30) days of such breach. Failure by Customer to provide such notice to Saratech shall be deemed a waiver under this Agreement.
- 7.6. THE EXPRESS WARRANTY IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. SARATECH MAKES NO OTHER WARRANTIES OF ANY KIND, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, PRODUCTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY PROPOSAL. SARATECH FURTHER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION.

- 8.1. LIMITATION OF LIABILITY. OTHER THAN FOR LIABILITY ARISING UNDER SECTION 5, AND SECTION 6, THE TOTAL AGGREGATE MONETARY LIABILITY OF SARATECH UNDER THIS AGREEMENT AND/OR ANY PROPOSALS SHALL IN NO EVENT BE MORE THAN THE AMOUNT OF THE COST OF SERVICES SINCE ACCEPTANCE OF THE LAST MILESTONE (WHEN APPLICABLE) AS SET FORTH IN THE APPLICABLE PROPOSAL OR THE AMOUNT OF THE LAST INVOICE, WHICH EVER IS LESS. 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.
- 8.2. DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN FOR LIABILITY ARISING UNDER SECTIONS 5 AND 6, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE SUPPLIERS, OR IN ACCORDANCE WITH THE TERMS OF ANY CUSTOMER CONTRACT, BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, 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 AND EVEN IF NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. Indemnification. Customer shall defend, indemnify, and hold Saratech harmless from 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 or agents. Customer shall be responsible for 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.

9. TERM AND TERMINATION.

9.1 Term of Executed Proposals. Any Executed Proposals shall be effective as of the date of execution thereof and shall continue until completion of the services contemplated therein, unless sooner terminated pursuant to the provisions of this Section. Saratech may terminate an Executed Proposal at any time without liability to Customer, for any reason or no reason, upon notice to Customer. Termination of any Executive Proposals shall not affect any other Executed Proposals then in effect, and the Agreement shall continue to govern such Executed Proposals until they are terminated, or performance thereunder has been completed.

9.2. Termination for Material Breach. Either Party may, upon thirty (30) days written notice identifying specifically the basis for such notice, terminate this Agreement or Executed Proposals for material breach by the other Party of a material term or condition of this Agreement or the Proposals, provided the Party in violation does not cure such breach within thirty (30) business days following delivery of such notice. In the event of such termination, Customer shall pay Saratech for all Services performed and expenses incurred (all in accordance with and subject to the provisions of Section 3 of this Agreement) by Saratech prior to the date of termination. The foregoing notwithstanding, either party may terminate this Agreement immediately for violation of Section 5 of this Agreement by providing written notice to the other party stating the reason for such termination.

9.3. Notwithstanding the above, either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Other Party:

9.3.1. Becomes insolvent or admits inability to pay debts generally as they become due;

9.3.2. Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within forty-five (45) days after filing;

9.3.3. Is dissolved or liquidated or takes any corporate action for such purpose;

9.3.4. Makes a general assignment for the benefit of creditors; or

9.3.5. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4. In the event of termination of this Agreement for Material Breach, Customer shall pay Provider for all Services performed and expenses incurred (all in accordance with and subject to the provisions of Section 10 of this Agreement) by Provider prior to the date of termination.

9.5. Delivery of Work. Upon termination and final payment on any Proposals, Saratech shall deliver to Customer all work in process, drafts and other materials developed or produced by Saratech in connection with the relevant Services, in accordance with the terms of this Agreement. Customer shall owe Saratech payment for all work completed up until the point of termination.

9.6. Term of Agreement. Term of this Agreement shall be one (1) year from the date of the last signature hereunder or on the Proposals. The Agreement shall automatically renew thereafter in one (1) year increments. The foregoing notwithstanding, either Party may terminate this agreement at any time, for any reason or no reason. However, the terminating Party must provide notice at least thirty (30) days prior to the termination date set forth in the notice. In the case of termination or expiration of

this Agreement, the terms of any open Proposals shall survive until the completion or termination of said Proposals. In the event of termination of this Agreement, Terms of this Agreement shall continue to be made part of any open or new Proposals until such Proposals are completed, and the Deliverables have been accepted thereunder or such Proposals are terminated.

## 10. GENERAL.

- 10.2. Non-Exclusivity. Except as provided herein and except as otherwise expressly agreed to in writing by Parties, the relationship between Parties is non-exclusive. Nothing in this Agreement shall preclude either Party from entering into relationships with any other companies which are similar to the relationship between Parties, nor shall this Agreement preclude either Party from marketing or providing its products or services to any person or entity as 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; provided, however, that neither Party shall use the other's Confidential Information or intellectual property rights to develop, promote, or market such similar or competing products or services.
- 10.3. Survival. All obligations under all sections hereunder shall survive termination of this Agreement.
- 10.4. Severability. Terms of this Agreement shall be applicable severally to each of any Proposals and any dispute affecting either Party's rights or obligations as to one or more Proposals shall not affect the rights and obligations with respect to any other Proposals. 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, Parties agree and request that the Agreement be reformed to make as much of it valid/enforceable as possible.
- 10.5. Assignment and Delegation. Neither Party shall assign any of its rights or delegate 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 Saratech may utilize subcontractors in performance if its duties hereunder.
- 10.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Parties hereto and their respective successors and assigns.
- 10.7. 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.
- 10.8. Order of Precedence. In the event of any conflict between this Agreement and the Proposal(s), the order of precedence shall be as follows: The Proposal(s) and then the Agreement to the extent that such Proposal(s) states that it supersedes the relevant section(s) of the Agreement.
- 10.9. Export. Each Party acknowledges that property supplied or developed by either Party under the Agreement, or any Proposals may be subject to export controls under the applicable laws and regulations. Each Party shall comply with such laws and regulations, and agrees not to knowingly export, re-export, or transfer property without first obtaining all required governmental authorizations or licenses. Each Party agrees to provide the other with such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.
- 10.10. Compliance With Laws. Saratech and Customer shall each perform its activities under this Agreement in compliance with all applicable federal, state, provincial and local government requirements, including environmental, licensing and permit laws, rules, regulations, orders, and

ordinances; provided, however, that each Party is responsible for the laws, rules regulations and requirements applicable to its own business and independently interpreting those laws.

- 10.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together shall constitute one and the same instrument.
- 10.12. Waiver and Modification. Failure by either Party to enforce any provision of this Agreement or any Proposals 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 or any Proposals will be effective only if in writing and signed by Parties.
- 10.13. Governing Law. 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.
- 10.14. Dispute Resolution. In the event of disagreement with respect to any aspect of this Agreement or any Proposals, Parties and respective officials agree to discuss in good faith to reach an amicable resolution. If such dispute cannot be resolved, Parties agree to submit the dispute to mediation. Both Parties shall agree on one mediator and participate in said mediation in good faith. If the matter has not been resolved pursuant to mediation within sixty (60) business days of the commencement of such procedure, which may be extended by mutual agreement of Parties, the dispute shall be settled by final and binding arbitration, with a single arbitrator, in Orange County, California, in accordance with the rules then prevailing of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction, and each Party shall bear its own costs, including attorneys' fees. Notwithstanding the foregoing, both Parties reserve the right to immediately seek an injunction or other equitable relief in court to prevent or stop breach of its intellectual property rights or disclosure of Confidential Information in violation of this Agreement and to seek appropriate damages for such breach. Parties agree that any such litigation or other legal proceedings shall be stayed pending the decision and award of the arbitrator with respect to matters which are subject to arbitration.
- 10.15. Consent to Jurisdiction and Venue. If any litigation or other legal proceedings shall arise under or in connection with this Agreement, and which are not subject to arbitration hereunder, such litigation or other legal proceeding shall be conducted in the federal, state, or local courts located within Orange County, California. Furthermore, Parties consent to jurisdiction and venue in any federal, state, or local court located in Orange County, California, and Parties hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- 10.16. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and deemed to have been given or served and effective for all purposes when presented personally, or five (5) business days after having been deposited in a United States postal receptacle for registered or certified mail addressed, return receipt requested, postage prepaid, or two (2) business days after delivery to a nationally recognized courier service (such as FedEx), return receipt requested to any person at the address set forth above or to such other address as said person shall subsequently designate in a writing delivered in the form of a notice hereto.
- 10.17. Force Majeure. Neither Party will be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either Party who fails because of force majeure to perform its obligations hereunder will, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under the Agreement with the least possible delay.



- 10.18. Conflicts of Interest. Services provided hereunder may involve parties with adverse interests to customers with whom Saratech has current or past relationships. It is Saratech policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but Saratech cannot guarantee that conflicts or perceived conflicts will not arise, and Saratech does not accept responsibility for such occurrences.
- 10.19. 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 hazardous materials, as defined by Federal, State, and local laws or regulations.
- 10.20. Authority. Each Party warrants that (i) it has full power and authority to enter into this Agreement and to grant the other Party the rights granted hereunder, and (ii) the signatories to this Agreement are duly authorized to bind their respective Party.

11. ENTIRE AGREEMENT.

This Agreement and any and all Executed Proposals are incorporated herein by reference and constitute the entire agreement between Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.