

## Comark Training Course General Terms & Conditions

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The proposal for training shall become an effective and binding contract ("Contract"), entered into between the business entity that employs the attendees, or the individuals themselves if self-employed, hereinafter "CUSTOMER" and Comark Communications LLC (hereinafter referred to as "SELLER."), a corporation organized and existing under the laws of the State of Maryland, with offices at 104 Feeding Hills Road, Southwick, MA 01077, USA upon CUSTOMER'S acceptance and/or attendance.

**Price:**

The price for the training is as specified in the proposal. Unless otherwise specified in writing, the price is exclusive of airfare, food, lodging, rental car, hotel/motel and/or other expenses or costs encountered by CUSTOMER'S attendees. CUSTOMER shall assume all costs of and liabilities for CUSTOMER'S personnel while they are in transit to and at SELLER'S facilities.

**Payment:**

The price for the training shall be paid as specified in the proposal. Any amounts not received by SELLER within the above time periods stated in the proposal, shall bear interest from the date of invoice, at the lesser rate of one percent (1%) per month or the highest interest rate allowed by law. CUSTOMER shall pay SELLER any and all collection and/or litigation expenses, including reasonable attorneys' fees, incurred by SELLER in collecting any late payments.

**Location/Time:**

Training shall be provided at SELLER'S manufacturing facility in Southwick, Massachusetts, unless otherwise specified, during the periodically scheduled classes, as announced in advance by SELLER, or as specified in the proposal. Training, unless otherwise agreed, shall be conducted during the normal working hours and days of SELLER. Provided that SELLER presents CUSTOMER with opportunities to do so, CUSTOMER must attend the scheduled training at the time announced unless otherwise agreed in writing by SELLER. If CUSTOMER does not attend the training at the announced date/time, then the obligation to provide such training may be voided at the discretion of SELLER.

**Language and Communication:**

All instruction, training aids and materials shall be prepared and presented in the English language and in the units of measure used by SELLER in designing the equipment that is the subject of the course "Product(s)". If interpreters are required for CUSTOMER'S attendees, CUSTOMER shall provide such interpreters. SELLER may increase the length of classes, if required, to cover course content when an interpreter is used.

**Course Prerequisites:**

Attendees of CUSTOMER participating in training shall, at a minimum, have previous experience in fields directly related to the Product(s), unless otherwise agreed in writing,

**Confidentiality:**

During the training, information may be disclosed by the SELLER that is considered "Confidential" or "Proprietary". If documents supplied to the CUSTOMER and/or attendees by the SELLER are marked "Confidential" or "Proprietary", the CUSTOMER and/or attendee shall take all necessary steps to ensure that the contents of such documents are not disclosed to or used by, now or hereafter, any person, firm, corporation, or entity other than a person employed or engaged by the CUSTOMER and/or attendee. Any document marked "Confidential" or "Proprietary" and all copies made of any such document shall be returned by the CUSTOMER and/or attendee to SELLER upon completion of the purpose for which they were provided, or destroyed by CUSTOMER and/or attendee at SELLER'S instruction. Any disclosure to any person permitted shall be made in confidence and shall extend only so far as may be necessary to fulfill the training. Except with the written consent of SELLER, the CUSTOMER and/or attendee shall not make use of any document mentioned above, including manufacture or sale to third parties, other than to participate in the training. The foregoing restriction on use and disclosure will not apply to information: (1) if such information is or becomes legally available to the public from a source other than the receiving party; (2) if such information is lawfully obtained by the receiving party without an obligation of confidentiality from a third party or parties; (3) if such information is known by the receiving party prior to such disclosure; or (4) if such information is, at any time, developed by the receiving party completely independent of such disclosures from the disclosing party.

**Jurisdiction and Venue:**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts between residents of the Commonwealth of Massachusetts that are to be wholly performed with such state. The interested party agrees that any action or proceeding arising out of or related in any way to this Contract shall be brought solely in a court of competent jurisdiction sitting in the Commonwealth of Massachusetts. This Contract, which includes these terms and conditions and with the statement of work, attachments, and/or riders specifically included as part of this Contract, sets forth the entire agreement between the parties and supersedes all previous communications, representations, or agreements, whether oral or written, between the parties.

**Terms and Conditions:**

The training provided shall be subject to the terms and conditions herein and those specified in the proposal. Although the Customer may include or reference its standard forms for orders or other notices hereunder, such standard forms will be superceded by the terms and conditions herein and any term or condition in such standard forms that is inconsistent with or in addition to the terms and conditions of this Proposal shall have no force or effect.

**Limitation of Liability:**

SELLER'S total liability arising out of this service agreement will be limited to a refund of the purchase price paid by Customer. In no event will seller be liable for any lost profits or special, consequential, incidental, indirect damages arising out of this contract, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not seller has been advised of the possibility of such damage. Any action against seller must be brought within sixty (60) days after the cause of action arises. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Contract is found to have failed of its essential purpose.