

1. **Terms and Conditions.** These terms and conditions form part of the Training Agreement (together with any Change Orders (as defined below), exhibits, schedules, attachments and appendices, this "Agreement") (as defined below) and between Cashman and Customer (together with Cashman, the "Parties," and each a "Party"). In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that Cashman shall provide to Customer the Content (as defined below) and the training services (the "Training Services") described in the proposal attached to this Agreement (the "Proposal") in accordance with the following terms and conditions.

2. **Definitions.** The following terms have the meanings appearing beside each:

- a. "Cashman" means Cashman Equipment Company or its relevant affiliate(s).
- b. "Change Order" means a written agreement between the Parties to modify the scope of Training Services, the Content, or the terms on which the Training Services and Content are provided.
- c. "Content" means the training materials, manuals, instructions, specifications, reports, products and any other documents, material and work product Cashman provides, makes or creates in any medium that Customer receives in connection with Training Services.
- d. "Customer" means the customer identified on the Proposal.
- e. "Intellectual Property Rights" means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.
- f. "Losses" means any claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses (including reasonable attorneys' fees) of whatever kind.

3. **Change Orders.** If either Party wishes to change the scope or performance of the Training Services or Content, it shall submit details of the requested change to the other Party in writing. Cashman shall, within a reasonable time after such request, provide a written estimate to Customer of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Training Services and Content arising from the change. Promptly after delivery of the written estimate, the Parties shall negotiate and agree on the terms of such change in the form of a Change Order in accordance with Section 32 (Amendments). Notwithstanding the above, Cashman may from time to time change the Training Services without the consent of Customer, provided that such changes do not materially affect the nature or scope of the Training Services or the Content, or the fees or any performance dates set forth in the Proposal or relevant Change Order.

4. **Customer Warranties.** Customer warrants that (i) if an entity, it is duly organized and validly existing in good standing; (ii) it is duly authorized to execute, deliver and perform its obligations under this Agreement; (iii) when duly executed and delivered by each Party, this Agreement will constitute Customer's legal, valid and binding obligation, enforceable against it in accordance with its terms; (iv) it is not insolvent and is paying all of its debts as they become due; (v) any payments made pursuant to this Agreement are intended by it to be a substantially contemporaneous exchange for new value given to it; and (vi) each payment made of a debt incurred by it under this Agreement is or was in the ordinary course of its business or financial affairs.

5. **Customer Obligations.** Customer shall comply with all terms and conditions of this Agreement. Customer shall cooperate with Cashman in all matters relating to the Training Services and provide such access to Customer's premises and facilities as may reasonably be requested by Cashman for the purposes of performing the Training Services. Customer shall not, without Cashman's prior written consent, copy or provide to third parties the Content. Customer shall not, without Cashman's prior written consent, use Cashman's trademarks, trade names, logos, or other designations in any promotion or publication. Customer shall not, without Cashman's prior written consent, use recording equipment in any training sessions. Customer shall, as applicable, maintain the premises on and around which the Training Services will be performed in a reasonably safe condition and shall notify Cashman in advance of any hazards, dangerous conditions and defects that cannot be abated. Customer is permitted to store, manipulate, analyze, reformat, print and display the Content only for Customer's internal business use. Unauthorized use, resale or commercial exploitation of the Training Services and/or Content in any way is expressly prohibited.

6. **Compliance with Law.** Each Party agrees to comply fully, at its sole cost, with all applicable federal, state and local laws, rules and regulations applicable to it, the Content, the Training Services and this Agreement.

7. **Customer's Acts or Omissions.** If Cashman's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Cashman 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 Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **Cancellations / Partial Work.** Cashman reserves the right to charge for any cancellation by Customer of scheduled Training Services. Customer shall pay for partially completed training sessions based on time and materials at Cashman's prevailing rates.

9. **Fees and Expenses.** Customer shall (i) reimburse Cashman for all reasonable costs and expenses incurred in connection with the Training Services or in collecting any late payments and (ii) pay all other amounts due under this Agreement, in each case within thirty (30) days of receipt by the Customer of an invoice from Cashman. Failure to notify Cashman in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.

10. **Late Payments.** All late payments shall bear interest at the lesser of the rate of 1.5% per month (18% per annum) and the highest rate permitted under applicable law, calculated daily

and compounded monthly, from the date such payment was due until the date paid in full. In addition to all other remedies available under this Agreement or at law (which Cashman does not waive by the exercise of any rights hereunder), Cashman shall be entitled to suspend the provision of any Training Services if the Customer fails to pay any amounts when due hereunder.

11. **Taxes.** Customer shall be responsible for all sales, use, excise and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder, excluding any taxes imposed on, or with respect to, Cashman's income, revenues, gross receipts, personnel or real or personal property or other assets.

12. **Hours of Operation.** The Training Services shall be performed during Cashman's publicized business hours. Training Services performed outside of such hours will be billed at the applicable overtime rate or, as applicable, at the double-time rate.

13. **Limited Warranty.** Subject to Section 15 (Limitation of Liability), Cashman warrants to Customer that it shall perform the Training Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

14. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE IN SECTION 13 (Limited Warranty), CASHMAN MAKES NO WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CASHMAN IS NOT THE DEVELOPER OF ALL INTELLECTUAL PROPERTY USED IN THE PERFORMANCE OF THIS AGREEMENT NOR AN AGENT THEREOF. WITHOUT LIMITING THE FOREGOING, CASHMAN MAKES NO WARRANTY (i) AS TO RESULTS TO BE ATTAINED BY ATTENDING TRAINING SERVICES OR USING CONTENT OR (ii) THAT RESULTS OF THE USE OF ANY OF IT, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS OR EXPECTATIONS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS. THE CONTENT USED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS, WHERE IS." CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY CASHMAN OR ANY OTHER PERSON ON CASHMAN'S BEHALF OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. ANY WARRANTY BY CASHMAN SHALL BE NULL AND VOID AND HAVE NO LEGAL EFFECT IF CUSTOMER HAS FAILED TO PAY ANY AMOUNT DUE HEREUNDER.

15. **Limitation of Liability.** IN NO EVENT SHALL CASHMAN, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY BUSINESS INTERRUPTION, INCREASED COSTS OR ANY LOSS OF USE, BUSINESS, REVENUE, PROFIT, VALUE, GOODWILL, REPUTATION OR DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE THE TRAINING SERVICES, OR FOR ANY CONTENT, INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT), WHETHER ARISING OUT OF ANY BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CASHMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CASHMAN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF (i) THE FEES PAID TO CASHMAN PURSUANT TO THIS AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (ii) \$25,000.00. The limitations on liability set forth above shall not apply to liability resulting from Cashman's gross or wanton negligence or willful misconduct.

16. **Release of Liability.** Customer acknowledges that certain portions of Cashman campuses may require personal protective equipment such as steel toed shoes, hearing protection, reflective vests and safety glasses. Customer and Customer's employees visiting a Cashman campus shall be accompanied by or operate under the instruction of a duly authorized agent of Cashman. Customer hereby grants, on Customer's own behalf and on behalf of Customer's heirs, successors and assigns, a full and complete waiver and release of liability towards and in favor of Cashman, its affiliates and its respective owners, directors, employees, agents, successors and assigns, for any and all bodily injury or property damage sustained during Customer's presence on a Cashman site by whatever cause. Customer further agrees to comply with all rules, regulations and policies that are communicated to Customer by a Cashman representative.

17. **Customer Indemnification.** SUBJECT TO SECTION 18 (Exceptions and Limitations on Indemnification), CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CASHMAN, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, "CASHMAN INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL LOSSES THAT ARE INCURRED BY CASHMAN INDEMNIFIED PARTY AS A RESULT OF (i) BREACH OR NON-FULFILLMENT BY CUSTOMER OF ANY REPRESENTATION, WARRANTY OR COVENANT UNDER THIS AGREEMENT; (ii) NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF CUSTOMER

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

(INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT) IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT; (iii) BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO PROPERTY CAUSED BY THE ACTS OR OMISSIONS OF CUSTOMER; OR (iv) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY (INCLUDING CASHMAN) ARISING FROM CUSTOMER'S MODIFICATION, INCORPORATION, OPERATION OR USE OF THE CONTENT WITH ANY GOOD, SERVICE, TECHNOLOGY, PROCESS OR OTHER MATTER WITHOUT CASHMAN'S EXPRESS AUTHORIZATION; OR (vi) FAILURE BY CUSTOMER TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR CODES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

18. Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Customer shall not be obligated to indemnify, hold harmless or defend Cashman Indemnified Party for any or all Losses which result from, in whole or in part, such Cashman Indemnified Party's (i) negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

19. Indemnification Procedure. Cashman Indemnified Party shall promptly notify the other Customer in writing of any Losses for which such Cashman Indemnified Party believes it is entitled to be indemnified pursuant to Section 17 (Customer Indemnification). Cashman Indemnified Party shall (i) promptly give written notice of the Losses to Customer; (ii) give Customer sole control of the defense and settlement of such Losses (provided that the Customer may not settle or defend any claim unless it unconditionally releases Cashman Indemnified Party of all liability); (iii) provide to Customer all available information and assistance; and (iv) not compromise or settle such Losses without Customer approval. Customer shall immediately take control of the defense and investigation of such Losses and shall employ counsel reasonably acceptable to Cashman to handle and defend the same at Customer's sole cost and expense. Failure by Cashman to perform any obligations under this Section 19 will not relieve Customer of its obligations under Section 17 (Customer Indemnification), except to the extent that Customer can demonstrate that it has been materially prejudiced as a result of such failure. Cashman may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

20. Insurance. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (i) commercial general liability in occurrence form with a minimum limit of \$1,000,000 per occurrence, plus a minimum \$2,000,000 general aggregate limit; (ii) workers' compensation in an amount no less than the minimum required by law and employers' liability in a sum no less than \$1,000,000; and (iii) any additional insurance Cashman may reasonably require, in each case with financially sound and reputable insurers. Upon Cashman's request, Customer shall provide Cashman with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified above. The certificate of insurance shall name Cashman as an additional insured. Customer shall provide Cashman with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Cashman and Cashman's insurers.

21. Intellectual Property. Subject to payment of all amounts owed by Customer under this Agreement, Cashman hereby grants Customer a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, nontransferable right and license to store, record, display, access and use the Content in connection with this Agreement to the extent necessary to enable Customer to make reasonable use of the Content and the Training Services. Cashman shall retain all Intellectual Property Rights in the Content. Cashman shall retain all Intellectual Property Rights in the Content and training materials.

22. Confidentiality. From time to time during the term of this Agreement, either Party (as "Disclosing Party") may disclose or make available to the other Party (as "Receiving Party") non-public proprietary and confidential information that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and promptly thereafter is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 22; (ii) is or becomes available to Receiving Party on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; (iv) was or is independently developed by Receiving Party without using any Confidential Information; or (v) is disclosed to a third person by Disclosing Party without similar restrictions. Receiving Party shall (x) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to Receiving Party's representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Each Party shall be entitled to injunctive relief for any violation of this Section 22.

23. Term and Termination. This Agreement shall commence as of the date of the last signature hereto and shall continue until the earlier of (i) the date specified in the Proposal; and (ii) the one (1) year anniversary of the date of the last signature hereto. Thereafter, unless stated otherwise in the Proposal, this Agreement will automatically renew for successive one (1) year

terms unless earlier terminated pursuant to this Section 23 or a Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Term"). Cashman may adjust the fees associated with this Agreement for any Renewal Term and notify Customer of such adjustment by providing Customer with an invoice for such amount. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Non-Terminating Party"), if the Non-Terminating Party (i) fails to pay any amount when due under this Agreement; (ii) 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; or (iii) otherwise breaches this Agreement, and such breach is either incapable of cure or is not cured within thirty (30) days of receipt of notice of such breach. Cashman may terminate this Agreement at any time upon thirty (30) days' written notice to Customer. Customer may terminate this Agreement by written notice to Cashman within thirty (30) days of receipt of the first invoice for a Renewal Term.

24. Force Majeure. Cashman shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Cashman's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions (including the passage of any laws after the date of this Agreement by any governmental or public authority), war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, embargoes or blockades, national or regional emergencies, revolution, insurrections, epidemics, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), any complete or partial government shutdown, restraints or delays affecting carriers, an inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdowns, hardware or software damage or power outages.

25. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Order, the terms and conditions of this Agreement shall supersede and control unless the Change Order expressly states that the terms and conditions of such Change Order shall control. The terms and conditions of this Agreement shall prevail over any terms or conditions contained in any other documentation and expressly exclude any terms and conditions contained in any purchase order or other document issued by Customer. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order or any other document issued by Customer, the terms and conditions of this Agreement shall prevail.

26. Communications. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Communication") must be in writing and addressed to the other Party at its address set forth on the first page of this Agreement or such other address that the receiving Party has designated in accordance with this Section 26. Unless otherwise agreed, all Communications must be delivered by facsimile, e-mail, personal delivery, courier or certified or registered mail (return receipt requested, postage prepaid). A Communication is effective only on receipt by the receiving Party if the Party giving the Communication has complied with the requirements of this Section 26. Communications shall be deemed received (i) if given by facsimile or e-mail, on the date of transmission if sent prior to 3:00 p.m. (PT) on a business day and otherwise on the following business day, (ii) if by courier or personal delivery, on the date of delivery, and (iii) if by mail, two (2) days after the date of mailing.

27. Applicable Law/Venue. This Agreement (and all matters arising out of or relating to this Agreement) will be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum.

28. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS), AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (i) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (ii) ACKNOWLEDGES HAVING HAD A REASONABLE OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL.

29. Dispute Resolution. Any dispute or controversy arising under or in connection with this Agreement shall first be resolved by informal discussion between senior management of the Parties. If informal discussion fails to produce a resolution, the Parties must then attend non-binding mediation in the County of Clark, Nevada with a mutually agreeable mediator. If mediation fails to produce a resolution, or if the Parties cannot agree on a mediator, any dispute or controversy arising out of or relating to this Agreement shall be settled by binding arbitration. Either Party may initiate arbitration, which shall be conducted in the County of Clark, Nevada in accordance with the commercial arbitration rules of JAMS. Each Party shall share equally the cost of the arbitration and shall bear its own attorneys' fees, unless the arbitrator awards such fees and costs to a Party. The arbitrator shall not have the power to award any punitive damages.

30. Enforcement. Subject to Section 29 (Dispute Resolution), Customer shall pay all costs Cashman may incur in enforcing or exercising its rights under this Agreement, whether or not suit is filed.

31. Severability. If any court of competent jurisdictions deems any provision of this Agreement invalid, illegal or unenforceable, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration

to the purpose and economic substance of this Agreement (or if no such modification shall be possible, deleted), and the remainder of this Agreement will remain valid and enforceable.

32. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless in a writing signed by an authorized representative of each Party.

33. No Waiver. No exercise, nor any failure or delay by either Party in the exercise of, any right or remedy available hereunder, at law or in equity will be deemed an election of remedies or a waiver of any such rights and/or remedies. Remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

34. Assignment. Cashman may assign all or any portion of its rights and obligations under this Agreement without notice or consent. If an assignee agrees to assume the obligations of Cashman, Customer agrees that Cashman shall be released from all further liability hereunder. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Cashman. Any purported assignment or delegation in violation of this Section 34 shall be null and void *ab initio*. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement.

35. Independent Contractors. The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed to create 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.

36. No Third Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

37. Headings. Headings are for reference only and do not affect the interpretation of this Agreement.

38. Future Services. The terms and conditions of this Agreement will apply to all additional Training Services provided by Cashman to Customer (except that the fees for such Training Services will be the published rates as of the date of such Training Services), unless provided pursuant to a separate written agreement.

39. Interpretation. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

40. Survival. Provisions of this Agreement that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 14 (*Disclaimer of Warranties*), 15 (*Limitation of Liability*), 17 (*Customer Indemnification*), 18 (*Exceptions and Limitations on Indemnification*), 19 (*Indemnification Procedure*), 20 (*Insurance*), 21 (*Intellectual Property*), 22 (*Confidentiality*), 27 (*Applicable Law/Venue*), 28 (*Waiver of Jury Trial*), 29 (*Dispute Resolution*), 30 (*Enforcement*), 38 (*Future Services*), 39 (*Interpretation*) and 40 (*Survival*).