

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

The customer (“Customer”) and WPG Consulting, LLC (“WPG Consulting, LLC”) hereby agree to the following terms and conditions, which will be incorporated by reference into any contract for provision of product and/or service by WPG Consulting, LLC. These Terms and Conditions (these “Terms”) represent the complete and final agreement between the customer and WPG Consulting, LLC for the matters set forth herein. By placing an order with WPG Consulting, LLC or an WPG Consulting, LLC affiliate for products or services Customer agrees to be bound by and accepts these Terms unless Customer and WPG Consulting, LLC have entered into a separate written agreement signed by a senior corporate officer of WPG Consulting, LLC (a “Written Contract”), in which case the Written Contract will govern. Customer may issue an ordering document or purchase order for administrative purposes only. Additional or different terms contained in any such purchase order will be null and void. Terms contained in purchase orders, offers to buy, terms and conditions, and the like shall have no effect; any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alternations and notice of objection to them and rejection of them is hereby given. In no event shall WPG Consulting, LLC’s performance under a purchase order, statement of work or similar instrument be deemed to constitute acceptance of any terms and conditions other than as set forth herein. ANY DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULT THEREOF POSTED ON THE WPG Consulting, LLC WEB SITE DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN WPG Consulting, LLC AND CUSTOMER.

Orders

Orders are not binding until accepted by WPG Consulting, LLC. As order delivery times are estimates only, WPG Consulting, LLC is not liable for any delays that are beyond its control. Approvals for order cancellations, suspensions or alterations are subject to manufacturer policies and guidelines and WPG Consulting, LLC’s ability, pursuant to those policies and guidelines, to cancel/suspend orders to its suppliers. Prior to the shipment, except for products that have been irreversibly configured or customized, customer may cancel, suspend or alter all or a portion of an order. An alteration includes: (i) changing a location for delivery, (ii) modifying the quantity of the product to be delivered, (iii) changing the requested delivery date, or (iv) correcting any typographical or clerical errors.

1, 2 or 3 Year Subscription SaaS License Orders

Quote from WPG offering special promotional pricing for multi-year subscription licenses, requires a [1, 2 or 3 year signed contract, which will be billed on the 1st of the month for 12, 24 or 36 months].

The customer will have the option to add seats throughout their agreement, at the promotional per seat price as offered by WPG and as signed by Customer, however Customer understand they will not be able to remove seats from their domain until the [12, 24 or 36] month contract ends.

All seats added to the domain in the middle of a month will not be billed until the next invoice generated on the 1st of the following month. Note: The quote unless explicitly stated is provided by WPG to the Customer for [1 month of the 12, 24 or 36 month term]. The monthly price per unit/user/seat will remain the same for all [36] months but total monthly value may change if the customer decides to increase the seat count at any point in the [12, 24 or 36] month term. A manual PO may be needed before the initial order can be placed (Manufacturer terms and conditions dependent). The contract will continue to invoice against original PO unless updated POs are provided 3 business days before the last working day of the month predated for the following month (i.e. September PO will need to be submitted prior to Sept. 1st for dates Sept 1-Sept 30th).

Pricing

Prices for products and services shall be as identified in an order accepted by WPG Consulting, LLC. WPG Consulting, LLC strives to provide its customers with pricing that is competitive based on the circumstances at the time that an order is placed. However pricing is subject to variation based on manufacturer discounts and price list changes, order volume, specific services and personnel provided, the circumstances and needs of each customer, and other factors. WPG Consulting, LLC CANNOT AND DOES NOT MAKE GUARANTEES REGARDING THE PRICING OR RELATED TERMS APPLICABLE TO AN ORDER. NO COMPARATIVE PRICE GUARANTY, PRICE WARRANTY, "MOST FAVORED CUSTOMER" PROVISION OR SIMILAR PRICING COMMITMENT SHALL APPLY TO ORDERS ACCEPTED BY WPG Consulting, LLC, AND ANY SUCH TERMS THAT MAY BE SET FORTH IN A PURCHASE ORDER OR SIMILAR INSTRUMENT ARE HEREBY REJECTED.

Title, Ownership And Inspection

Title to product is retained by WPG Consulting, LLC until the product is paid for in full by the customer. Subject to full and final payment and except for any confidential or proprietary materials in which WPG Consulting, LLC or its supplier(s) has a pre-existing intellectual property interest ("Existing Materials"), any and all deliverables provided as a result of the performance of services (the "Work Product"), shall be deemed to be a "work for hire". To the extent that Existing

Materials are incorporated in Work Products, WPG Consulting, LLC grants to customer and its Affiliates a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right to use, modify and prepare derivative works of such Existing Materials and to use and display such Existing Materials, with full rights to authorize others to do the same but subject to any supplier restrictions and only to the extent required to utilize the Work Product in accordance with the ownership rights granted in this Agreement. Loss or damage that occurs during shipping by a carrier selected by WPG Consulting, LLC shall be WPG Consulting, LLC's sole responsibility; loss or damage that occurs during shipping by a carrier selected by customer shall be customer's sole responsibility. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Customer should save the product and the original box/packaging and notify WPG Consulting, LLC to arrange for a carrier inspection and a pickup of damaged products. Please notify your account executive of any damaged shipping containers within the first two (2) days of receipt. Two (2) days is considered a reasonable period of time to conduct the visual inspection of the shipping container, and failure to provide such notice will constitute acceptance in full. Customer also shall notify WPG Consulting, LLC of any order shortages or any concealed damages within seven (7) business days. These notification timeframes are necessary so that WPG Consulting, LLC may assist customer on a timely basis in obtaining the benefit of any manufacturer warranties as well as filing any shipping claims with the carrier, as applicable.

Payment

Unless otherwise agreed to in a Written Contract, payment terms are net 30 from date of invoice. Customer shall bear applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes). Unless specified, prices do not include tax, shipping or handling. Tax exemption certificates must be supplied prior to shipment if they are to be honored. Late payment charges of 1.5% per month, or the maximum amount allowed by law (whichever is less), will apply to any amount not received by the due date. In the event WPG Consulting, LLC must resort to collection, customer will be responsible for all collections costs, including legal fees. If the "Bill To" party is different from the "Ship To" party, the "Ship To" party is responsible for all payments and late charges if the "Bill To" party fails to make payment. In any case where Customer receives products or services but the purchase authorization is provided from a third party to be billed pursuant to a lease or financing arrangement, payment of the invoice will be Customer's responsibility in the event such third party fails to make timely payment. . Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, are to be sent to the Office of General Counsel, WPG Consulting, LLC, 200 E 32nd St, Unit 7C, New York, NY 10016

Product Returns

Approvals for unused, unopened returns are subject to manufacturer return policies and guidelines and WPG Consulting, LLC' ability to return product to its vendors. Such products must be complete and in manufacturer's original packaging, with no visible damage. WPG Consulting, LLC will not be required to accept any return of sold products without an approved return merchandise authorization ("RMA") number, which may be obtained by contacting the customer's account executive. A RMA is valid for ten (10) days from the WPG Consulting, LLC issuance date, unless other arrangements are made between the parties at the time of WPG Consulting, LLC' RMA approval. The WPG Consulting, LLC RMA number is to be clearly noted on a shipping label affixed to the outer shipping box and any items received into an WPG Consulting, LLC return facility without an RMA number or after the elapsed time period will be sent back to the customer at the customer's expense, unless otherwise agreed to under a Written Contract. Any writing, markings or stickers, except shipping label, on the box will void any authorized return. Except in the event of an WPG Consulting, LLC or vendor error, customer will be responsible for shipping charges associated with any products being shipped for return, exchange or replacement. Products exchanged or replaced will be shipped back to customer, at customer's expense. Returns must be made via an authorized carrier that allows the package to be tracked, and customer must insure all returned products. Products not eligible for return include, but are not limited to, items that were at end-of-life cycle at the time of order, used or opened software, used consumables, custom configured and built to order products, and products not purchased through WPG Consulting, LLC. At WPG Consulting, LLC's discretion, restocking fees may be charged for items which do not qualify for return under this policy. Some manufacturers require that defective or Dead on Arrival (DOA) products be returned directly to them, or they may limit the timeframe in which products can be returned; therefore, products that are inoperable at initial use may be eligible for DOA return to or replacement by the manufacturer, subject to the manufacturer's product defective/DOA return policies. If the product is not returnable under manufacturer guidelines, WPG Consulting, LLC will make every attempt to repair or replace the product through the manufacturer's warranty. Customer should contact its WPG Consulting, LLC account executive for further details on the manufacturer warranties. WPG Consulting, LLC technicians test products returned as DOA or defective. Products found not to be defective may be subject to return at the customer's expense. In any event, WPG Consulting, LLC will work with its vendors to facilitate returns for the customer.

Services

Services provided by WPG Consulting, LLC or its subcontractor shall be pursuant to an applicable statement of work executed by the WPG Consulting, LLC and Customer. All services shall be deemed accepted upon completion or within five (5) business days of delivery to Customer of a milestone or completion certificate as may be provided in an applicable statement of work. Certain services including, but not limited to maintenance, support, extended manufacturer warranty service, and

other services provided under a manufacturer's SKU identified in a purchase order, are sold by WPG Consulting, LLC as a reseller without a statement of work. ("Third Party Services"). For such Third Party Services, the third party service provider shall be solely responsible for providing the services to the Customer, and Customer will look exclusively to such third party for any loss, claims, liability or damages arising from or related to the provision of such Third Party Services. Customer hereby releases WPG Consulting, LLC and each of its affiliates from any and all claims arising from or relating to the purchase, sale or performance of any such Third Parties Services.

Warranties

In the event WPG Consulting, LLC performs services pursuant to a statement of work, WPG Consulting, LLC represents and warrants that such services will be done in a skillful and workmanlike manner according to those industry standards generally prevailing among consultants performing similar services under similar circumstances. Customer shall notify WPG Consulting, LLC of any noncompliance with the foregoing warranty prior to completion of the services or within five (5) business days thereafter. WPG Consulting, LLC or its supplier will pass through to customer any and all applicable hardware or software product warranties of the manufacturer. WPG Consulting, LLC does not provide any warranties on products which it does not manufacture, whether with respect to its design, performance, specifications, functionality or compatibility with customer's system. No statement or affirmation by WPG Consulting, LLC or its agents, by action or word, shall constitute a warranty and Customer agrees to rely solely on the manufacturers' warranties. WPG Consulting, LLC will not be liable for any damage, loss, cost or expense for breach of warranty. As WPG Consulting, LLC has no control over the manufacturing of the products sold herein, it cannot and does not indemnify customer for claims by third parties that products infringe any patent, copyright, trademark or trade secret; however, WPG Consulting, LLC will pass through any such indemnities it receives from the manufacturer or supplier. WPG Consulting, LLC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER, HOWEVER, DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

End User Agreements

Customer agrees to abide by all product licensing provisions or end user agreements imposed by the manufacturer or publisher.

LIMITATION OF LIABILITY

Customer expressly waives any claim that it may have against WPG Consulting, LLC or any of its affiliates in connection with product liability or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from WPG Consulting, LLC or its affiliates against any such Claim made against Customer by a third party. WPG Consulting, LLC's LIABILITY TO CUSTOMER, IF ANY, WILL BE LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO WPG Consulting, LLC FOR THE SPECIFIC PRODUCT(S) OR SERVICE(S) DIRECTLY CAUSING THE DAMAGES GIVING RISE TO A PROVEN CLAIM, AS ESTABLISHED BY A FINAL JUDGMENT. IN NO EVENT SHALL WPG Consulting, LLC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF WPG Consulting, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

Credit References

Purchase Money Security Interest This authorizes WPG Consulting, LLC to investigate all credit references and any other matters pertaining to the customer's financial responsibility. Customer grants WPG Consulting, LLC a purchase money security interest in all equipment WPG Consulting, LLC provides to customer hereunder, as permitted by law. Upon payment in full for any item of equipment and any interest applicable to it, WPG Consulting, LLC's security interest in that item of equipment shall be released automatically. Customer agrees that upon acceptance of any order WPG Consulting, LLC may file financing statements in such places as are necessary to perfect its security interest. Where customer indicates how to apply payment, each payment for each item of equipment shall be applied to that item of equipment only. If customer does not indicate how to apply payment, WPG Consulting, LLC reserves the right to apply payments to customer's balance at its discretion.

Confidentiality

"Confidential Information" means these terms and conditions and any related documents delivered hereunder, together with all data, reports, compilations, pricing and evaluation of all or any portion of the transactions contemplated hereunder,

except for information that (1) becomes publicly available other than through a breach of these terms and conditions; (2) is lawfully received by the receiving party from a third party without breach of these terms and conditions, provided that the receiving party is not obligated under separate agreement to hold such information in confidence; or (3) is independently developed by or for the receiving party without access to Confidential Information. The parties agree, for a period of three (3) years after the expiration or termination of these terms and conditions, to protect each other's Confidential Information from unauthorized disclosure to any third party. Confidential Information must be in writing or other tangible form, marked with an appropriate legend. If not in written or tangible form, it must be identified as confidential at the time of disclosure and summarized and delivered to the other party within a reasonable time following disclosure.

Export Compliance

Customer agrees to comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority, and not to export or re-export the product(s) in violation of any such restrictions, laws or regulations, or without all necessary approvals. In addition to the other legal and regulatory compliance requirements, and not in limitation thereof, customer and WPG Consulting, LLC represent and warrant that they are knowledgeable about and agree to comply with the economic and trade sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including all implementing Executive Orders and regulations, and will maintain compliance with such laws, Executive Orders and regulations

Modifications

Governing Law and Dispute Resolution. These Terms are subject to change without prior notice, except that the version of these Terms posted at the time Customer places an order will govern the order in question, unless otherwise agreed in writing by WPG Consulting, LLC and Customer. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of services. These terms and conditions shall be governed by the laws of the Commonwealth of Virginia and any dispute shall be decided in its state or federal courts unless WPG Consulting, LLC, at its discretion, elects to file suit where the customer (1) has an office (2) has property (3) where the products were delivered or (4) where the products are located. Customer agrees to submit to jurisdiction of the state and federal courts in each of the above locations.

The Following Terms And Conditions Only Apply To Transactions With Payments Due Beyond Net 90 Day Payment Terms.

(a) The obligation to make the payments is non-cancelable and may not be terminated early. Customer agrees that its payment obligations to WPG Consulting, LLC are absolute and unconditional in all events

(b) Customer representations and warranties. Customer represents and warrants for the benefit of WPG Consulting, LLC and its assigns that, as of the time of issuance of a Customer purchase order: (i) Customer is a corporation in good standing under the laws of the state of its incorporation; (ii) has adequate corporate power to enter into and perform the terms; and (iii) the Customer purchase order has been duly authorized, executed and delivered by Customer and constitutes a valid, legal and binding obligation.

(c) Payments. Payments and other charges are payable as set forth in the Customer purchase order or in such other document as executed between WPG Consulting, LLC and the Customer. If Customer pays late, Customer shall also pay a late fee of 5% of the amount that is late per month (or the maximum rate allowable by law, if less) until the date paid.

(d) Security Interest. Customer hereby grants a security interest in the products and all proceeds thereof and authorizes WPG Consulting, LLC to record (and amend, if appropriate) a UCC financing statement to protect WPG Consulting, LLC' interests.

(e) Assignment. Customer shall not sell, transfer, assign or sublease, these Terms or Customer's obligation to make payments. WPG Consulting, LLC may, without notice to Customer, assign its rights to receive payments hereunder to a third party assignee (the "Assignee"), in which case the Assignee will have all of WPG Consulting, LLC' rights but none of its obligations. Customer agrees not to assert against the Assignee any claim, defense or offset Customer may have against WPG Consulting, LLC and Customer acknowledges that the Assignee makes no representations or warranties with respect to the products or services and the Assignee disclaims any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(f) Taxes. Customer is responsible for all taxes and governmental charges relating to the products, services or these Terms (collectively, with such taxes, "Governmental Charges"). If WPG Consulting, LLC pays any Governmental Charges, Customer agrees to reimburse WPG Consulting, LLC or its Assignee upon demand.

(g) Default and Remedies. Customer will be in default if, with respect to these Terms, (i) Customer fails to pay any sum within 5 days of the due date, (ii) fails to perform or observe any other obligation, (iii) any representation or warranty made by Customer to WPG Consulting, LLC in connection with these Terms shall be untrue in any material respect, or (iv) a change of control of Customer shall occur. If

Customer defaults, Customer agrees WPG Consulting, LLC may do any or all of the following: (A) cancel these Terms, (B) require Customer to stop using and return to WPG Consulting, LLC or its Assignee the products or services, (C) require Customer to pay to WPG Consulting, LLC on demand an amount equal to the sum of (i) all payments and other amounts then due and past due, (ii) all remaining payments for the remaining term discounted at a rate of 3% per annum, (iii) interest at the rate of 1.5% per month on the amounts specified in clauses "i" and "ii" above until the date paid, and (iv) all other amounts that may later become due hereunder, and/or (E) exercise any other remedy available to WPG Consulting, LLC or its Assignee under law. Customer also agrees to reimburse WPG Consulting, LLC or its Assignee on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees).