

Terms and Conditions

1. Google G-Suite Platform: Woolpert, Inc. is an authorized reseller of certain Google G-Suite Platform services. The Google G-Suite Platform services (hereinafter "GSP services") to be provided under this Order are identified on the Order form. Purchaser acknowledges and agrees that it shall only procure, or attempt to procure, GSP services through Woolpert, and that any effort, error, or inadvertence, whether intentional or otherwise, to procure through another provider shall be prohibited, and if accomplished, shall be immediately cured and restored as herein provided to reasonably promote the benefit of the reseller bargain and the terms of this Order. This conditional and limited use Order is for the purchase of a perpetual license(s) to specified GSP and does not bestow ownership to the Purchaser with respect to any Google GSP services. The Google G-Suite Platform Terms (https://gsuite.google.com/terms/user_features.html) (hereinafter "Google TOS") created by Google for the GSP services, are provided in addition to this Order, and are hereby incorporated by reference. Unless Google expressly agrees otherwise in writing, the Purchaser will accept the Google TOS, with no alteration or amendment, prior to the Purchaser's first log in to the Product (or Woolpert must otherwise receive express authorization from the Purchaser to accept on the Purchaser's behalf). The Google G-Suite Platform Terms constitute the license and govern the use of the GSP services. Purchaser is responsible to periodically review GSP Terms to ensure compliance with any updates. Actual costs will be based on the Purchaser's usage of each service during the previous calendar month as reported by Google. All charges for the Purchaser's usage will be associated to the Purchaser's Billing Domain specified on the Order form. The Purchaser is responsible for payment of any sales, services, or similar taxes. If Woolpert is obligated to collect or pay any such taxes, the taxes will be invoiced to the Purchaser, unless the Purchaser provides Woolpert with a valid tax exemption certificate authorized by the appropriate taxing authority. If the Purchaser is required by law to withhold any taxes from its payments to Woolpert, the Purchaser must provide Woolpert with an official tax receipt or other appropriate documentation to support the withholding.

2. Term, Invoice Procedures and Payment: Each Order shall comprise of, and Purchaser acknowledges its commitment to, a twelve-month Term, which shall automatically renew for twelve months period of time on each anniversary date, unless Purchaser provides Woolpert written notice of its intent to terminate service within sixty (60) days of the initial Term's anniversary or any renewal thereafter. Purchaser shall be subject to Payment of the actual monthly usage amounts. Payment will be administered as follows, per the Purchaser's election of one of two options:

Payment in full of monthly actual GSP service usage shall be made by the Purchaser within 30 days of the date of the invoice. All payment should be made directly to Woolpert using the following payment information below.:

Payment in advance of annual estimated GSP service usage. All payment should be made directly to Woolpert using the following payment information:

Woolpert, Inc.
PO Box 641998
Cincinnati OH 45264-1998

Monthly EFT – Woolpert shall invoice Purchaser on a monthly basis for the applicable monthly fees. Purchaser agrees to pay such invoices within thirty (30) days after the date of the applicable invoice.

Monthly ACH Wire – Purchaser shall wire funds on or before the 3rd day of each month to Woolpert in the amount designated to pay in full the monthly cost of the license provided by Woolpert. Purchaser shall confirm with Woolpert that payment has been received no later than the 4th day of each month.

Monthly Credit Card Payment, for the GSP services used during the previous monthly billing period as reported by Google to Woolpert plus a 3% credit card processing surcharge. Such monthly payment will be administered and accomplished in accordance with Woolpert's credit card payment protocol. By electing this option, the Purchaser agrees to place on file an authorized, issued and valid credit card (inclusive of the account number, effective date, and three-digit or four-digit security access number) that shall stand open and accessible for the duration of any applicable term. The Purchaser acknowledges and authorizes Woolpert to access and charge against the credit card on file for any amounts due and owing, as will be established by a monthly invoice. The Purchaser agrees to take all action necessary and required in accordance with its issuing card's agreement. Such terms and conditions will remain standing unless the Purchaser takes written action to cancel and/or change its on-file credit card. Cancellation shall not alleviate the Purchaser from any fees that may be due and owing at the time of cancellation.

Regardless of the foregoing election, if payment for the GSP services is not made within 30 days of the date of the invoice, or in accordance with the credit card described protocol Woolpert may suspend or terminate the Order without liability and/or may pursue its remedies for collection and the Purchaser agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by Woolpert in connection with its collection efforts, regardless of whether legal action is initiated. If the Order is not terminated, the Purchaser hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month in the event that payment in full has not been received within 30 days of the date of the invoice. The Purchaser shall remain responsible for the payment of any fees for GSP services regardless of termination of the Order by Woolpert and Purchaser shall terminate all use of any GSP services until or unless payment is made as provided herein. Termination or suspension of use shall not extend the license period for such GSP services. Woolpert may terminate with respect to any other agreement between Woolpert and the Purchaser or an entity affiliated, related or otherwise partially controlled by the Purchaser, and/or apply funds from one such agreement to this Order or any other agreement on which payment to Woolpert is overdue.

3. Limit of Liability: Purchaser recognizes that the Woolpert is a reseller of GSP services and agrees that Woolpert shall not be financially responsible for the failure of such GSP services. The Purchaser agrees that Woolpert shall not have any liability to the Purchaser if the GSP services do not function as anticipated; however, Woolpert shall provide reasonable administrative assistance to the Purchaser with respect to requesting working GSP services from Google. The limit of liability of Woolpert to the Purchaser for any cause or combination of causes arising out of or in connection with this Order shall be, in total amount, limited to the fees paid under this Order.

The Service Level Agreement states the Purchaser's sole and exclusive remedy for any failure by Google to meet the Service Level Objective, and Purchaser must request any Service Level Agreement remedy directly from Woolpert. If Google does not maintain Product availability as specified within the applicable Service Level Agreement, Purchaser will only be eligible to receive those remedies specified under the Google TOS, and must request such remedies directly from Woolpert.

4. Assignment/Third Parties: The Purchaser shall not assign or transfer its interest in this Order without the written consent of Woolpert. Purchase acknowledges that Woolpert may assign this Order to a third party, including Google, without the written consent of Purchaser. With the exception of Google as a third-party beneficiary as provided herein, nothing in this Order shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Purchaser.

5. Purchaser Agreements. By virtue of a completed transaction, inclusive of all applicable and related agreements, Purchaser acknowledges, agrees and stipulates without more that Purchaser is not Google's agent or Woolpert or in a joint venture with Google, and Purchaser further acknowledges, agrees and stipulates that Google is a processor, and Purchaser is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" have the meaning currently ascribed in the European Data Protection Legislation. Purchaser shall disclaim, to the extent permitted by applicable law: (i) Woolpert or Google's liability for any damages, whether direct, indirect, incidental or consequential, arising from Woolpert's distribution and resale of the Services to Purchaser; and (ii) all warranties with respect to the Services on behalf of Google, including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. Suspension and Termination: Woolpert may terminate this Order upon the Purchaser's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Woolpert may also terminate this Order for cause upon 30 days' written notice of a substantial failure by the Purchaser to comply with the terms of this Order through no fault of Woolpert. The Purchaser shall have the right to correct its failure within seven days of receiving said notice. If the Purchaser fails to execute this Order within 30 days of the date it is sent to the Purchaser, Woolpert shall have the right to revise fees or refuse to enter into the Order.

7. Disputes: If a dispute between the parties arises out of or relates to this Order, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees in proportion to the judgment. The Purchaser agrees that Woolpert's officers, Woolpert's agents, and employees will have no personal liability for any damages arising out of or relating to the Order and any GSP services that are provided.

8. Warranty: The Purchaser understands and agrees that Woolpert makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, in connection with the GSP services provided under this Order. Woolpert does not warrant any GSP services. Any warranty regarding the GSP services shall only be those as provided by Google as may be included in the Google G-Suite Platform Terms or as otherwise agreed between Google and the Purchaser. In all events, Purchaser shall look solely to Google with respect to any warranty pertaining to the GSP services.

9. Waiver: Any failure by Woolpert to require strict compliance with any provision of this Order shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

10. Relationship: Google, Woolpert and Purchaser are independent contractors with respect to the resale of the GSP services. Woolpert is not an employee, agent, joint-venturer, or partner of the Purchaser. Woolpert is independent of Google and is not an employee, agent, joint-venturer, or partner of Google.

11. Severability: Any provision of this Order later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

12. Ownership: Google shall retain all ownership with respect to all GSP services, Google data, and any other proprietary information of Google. Nothing in this Order is intended or shall be interpreted as, or effective in transferring any ownership rights to any GSP services, data, or proprietary information to the Purchaser.

13. Amendments: Any changes to this Order shall only be effective upon a written amendment signed by both parties.

14. Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

15. Google: Purchaser acknowledges that Google may change the features of any GSP services during the period of the license and Purchaser accepts such changes as part of the Order. As a condition of this Order and license to the GSP services, the Purchaser agrees to comply with the Google G-Suite Platform Terms for such GSP services. The Google G-Suite Platform Terms shall be as updated by Google for each GSP service. The most current Google G-Suite Platform Terms as maintained and updated by Google shall govern, regardless of the Google G-Suite Platform Terms provided. The Purchaser agrees that both Woolpert and Google have the right to enforce the Google G-Suite Platform Terms. The Purchaser agrees that Google is a third party beneficiary under this Order as respects the representations included in the Section herein entitled "Purchaser Representations" as well as the Purchaser's compliance with the terms and conditions of this Order that effect Google. Purchaser agrees to indemnify and hold Woolpert harmless against any breach by the Purchaser of (1) the Purchaser Representations, (2) the Google G-Suite Platform Terms, and/or (3) the conditions of use of Google's support portal.

16. Support and Maintenance: Any support for the GSP services during the term of this agreement shall be as provided by Google in the Google G-Suite Platform provided the Purchaser has successfully registered the GSP services with Google and is granted access to Google's Cloud Console. No maintenance is provided for the GSP services under this Order. The Purchaser shall look to Woolpert for initial support services and if necessary, to Google for elevated support related to the GSP services. Should Purchaser require support beyond that specified, Woolpert and the Purchaser may

enter into an Amendment to this Order for Woolpert to provide or coordinate such support services. Woolpert may disclose Purchaser Information to Google as reasonably required for Google to provide technical support in connection with the relevant Purchaser's support issues regarding the GSP services. Woolpert will not otherwise disclose Purchaser information to Google. The Purchaser will permit Woolpert to disclose Purchaser information to Google, for use by Google in accordance with the Google TOS including applicable confidentiality, data processing and security terms.

17. Publicity: Purchaser agrees that Woolpert may include Purchaser's name, trademarks, services marks, logos, domain names, and other distinctive brand features as secured by Purchaser from time to time in a list of Woolpert Purchaser's or in a summary of services provided, whether online or in offline promotional materials. Purchase also agrees that Woolpert may verbally reference Purchaser as a Purchaser of Woolpert.

18. Purchaser Representations: Purchaser represents and agrees that Purchaser will not resell or license any GSP services to any third party, or distribute, lease, or allow another third party to use the GSP services. Purchaser represents and agrees that Purchaser shall comply with the Google G-Suite Platform Terms applicable to the GSP services. The Purchaser further agrees that it has read and understands the terms of this Order and has the full power and authority to accept and comply with the Order as well as to abide by the Google G-Suite Platform Terms. Purchaser will provide the necessary notices, and obtain and maintain any consents required from end users to allow Woolpert to perform its obligation under the Purchaser Agreement.

19. Entirety of Agreement: This Order embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Purchaser shall not integrate or introduce or seek to integrate or introduce any other terms or conditions by and through any submission, payment, accounting, or writing, and any such effort is hereby expressly rejected. No alteration, change, or modification of the terms of this Order shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Purchase Order, or other standard or preprinted work authorization issued by the Purchaser shall be null and void, even if such document is of later date. As respects Woolpert, this Order shall be governed by the laws of the state of Ohio and any dispute involving Woolpert shall occur in the applicable federal or state court located in Greene County, Ohio. Any dispute involving Google shall be governed by the applicable laws and jurisdiction as may be provided in the Google G-Suite Platform Terms.