



Sales Terms and Conditions

CONTENTS

1. Ordering	3
2. Price	3
3. Shipment and Delivery	3
4. Credit and Payment Terms	4
5. Taxes	4
6. Warranty	4
7. Product Returns	5
8. Billing and Shipping Discrepancies	6
9. Patent and Trademark Indemnity	6
10. Limitation of Liability	6
11. Compliance With U.S. Export Laws	6
12. Relationship of the Parties	7
13. Legal Compliance and Anti-Corruption	7
14. Restrictions	7
15. Choice of Law/Choice of Forum	7
16. Notices	7
17. Managed Services and Cloud Services	8
18. General	8

All sales made by Hogan Consulting Group Inc. ("Hogan Consulting Group") to its customers with Hogan Consulting Group client accounts ("Purchaser") are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to Hogan Consulting Group or (ii) Purchaser's acceptance of any Product from Hogan Consulting Group, whichever occurs first. These terms and conditions shall apply to sales of all products and services described in Hogan Consulting Group's current comprehensive product listing including Special Order Product except as otherwise specified ("Product"). The term "Special Order Product" as used herein shall mean products that are not listed in Hogan Consulting Group's current comprehensive product listing or have been configured to Purchaser's specifications.

1. ORDERING

Prior to placing an order, Purchaser must have an active Hogan Consulting Group client account and Purchaser's account must be current and in good standing. Purchaser must provide Hogan Consulting Group with complete Product order information as required by Hogan Consulting Group. The Product order information will include without limitation the (i) Product description, (ii) unit quantity, (iii) Hogan Consulting Group SKU number and/or vendor part number, (iv) current unit price as provided by Hogan Consulting Group, and (v) correct shipping address. For government or educational orders, Purchaser will provide the above Product order information as well as (i) end user name and zip code and (ii) government or educational contract number. Purchaser personnel will identify, for each Product order, the ship-to destination as either Purchaser, Purchaser's customer, or to some other specified third party. Hogan Consulting Group reserves the right to require additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser, on behalf of itself and the party for whom the Product is purchased, consents to the transfer of Purchaser's and said party's email addresses, when such transfer is required to complete a sales transaction. Purchaser shall not disclose any confidential information when ordering from Hogan Consulting Group. Purchaser may place orders over telephone, via facsimile, and via Hogan Consulting Group approved electronic ordering methods only through persons who identify themselves as Purchaser personnel. Hogan Consulting Group will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Purchaser bears all risk of unauthorized purchases by third parties using Purchaser's client account. Hogan Consulting Group's acceptance of any order from Purchaser is limited to these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. All orders below the applicable minimum order value are subject to additional fees. Orders for direct shipment to Purchaser or Special Order Products may require prepayment and may be subject to additional fees. Hogan Consulting Group will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification from Hogan Consulting Group that backordered Product is available for shipment. All Product pricing, description and availability information ("Information") provided by Hogan Consulting Group, in any form, is the property of Hogan Consulting Group. Hogan Consulting Group hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for Purchaser's internal use only for purposes of Purchaser's sales and purchases of Products sold by Hogan Consulting Group. If Hogan Consulting Group provides Information to Purchaser electronically; Purchaser agrees to update such Information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein.

2. PRICE

All prices are subject to change without notice and will be established at time of order acceptance by Hogan Consulting Group. Order acceptance and sale by Hogan Consulting Group occurs at time of shipment. Prices for backordered Products are not guaranteed. Additional fees may apply in accordance with Hogan Consulting Group's policies in effect on the date of shipment.

3. SHIPMENT AND DELIVERY

- A. **U.S. Shipments** - All Product shipments will be made FOB origin. For Products owned by Hogan Consulting Group, title and risk of loss will transfer to Purchaser upon Hogan Consulting Group tendering the Product for delivery to the carrier. Hogan Consulting Group will ship Products using Hogan Consulting Group's carrier of choice in accordance with Hogan Consulting Group's shipping policies at the time of shipment. Additional fees and charges may also apply. If Purchaser requests Hogan Consulting Group prepay and bill Purchaser for freight charges, Purchaser agrees that Hogan Consulting Group retains the right to choose the carrier. Purchaser shall examine all Products upon receipt and shall notify Hogan Consulting Group, as specified herein, of all discrepancies and refusal to accept delivery of purchased Product. Such notice shall be reasonably detailed and explain the discrepancy or why the purchased Product was refused. If Purchaser does not give Hogan Consulting Group such notice as stated herein, Purchaser agrees that such Products have been accepted by Purchaser as of the date of shipment.
- B. **International Shipments** - All shipments by Hogan Consulting Group to Purchaser or Purchaser's customers at an address outside of the United States or the District of Columbia are subject to additional terms and will not be made unless Purchaser and Hogan Consulting Group have entered into Hogan Consulting Group's International Fulfillment Agreement (IFA). Under certain circumstances, Hogan Consulting Group may choose to ship Product to Purchasers located at an address outside of the United States or the District of Columbia. These shipments will be made FCA, Hogan Consulting Group's warehouse via Hogan Consulting Group's carrier of choice. Title and risk of loss will transfer to Purchaser upon Hogan Consulting Group tendering the Product for delivery to the carrier. Purchaser will bear all the costs related to shipment and delivery. Purchaser shall examine all Products promptly upon receipt and

give such notice within such time shall be deemed an acceptance of the Products as of the date of shipment. If the approval of any government or governing organization is required with respect to these terms and conditions or the distribution of the Products including without limitation, giving legal effect to these terms and conditions, protecting intellectual property and other rights in the Products or compliance with exchange regulations, Purchaser will, at its expense, immediately take whatever steps may be necessary to secure such approvals. If any such approval requires or results in the deletion or amendment of any provision of these terms and conditions, then Hogan Consulting Group will have the right to immediately terminate these terms and conditions.

4. CREDIT AND PAYMENT TERMS

Purchaser shall furnish to Hogan Consulting Group all financial information reasonably requested by Hogan Consulting Group from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Hogan Consulting Group shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall promptly notify Hogan Consulting Group of all changes to Purchaser's name, address, or of the sale of substantially all of its assets. Hogan Consulting Group shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in Hogan Consulting Group's credit policies or Purchaser's financial condition and/or payment record.

Purchaser shall not deduct any amounts owing from any Hogan Consulting Group invoice without Hogan Consulting Group's express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by Hogan Consulting Group. A service charge of the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Credit cards (MasterCard, VISA and Discover Card) will only be accepted at the time of order. No cash payments will be accepted. Payment by money orders or travelers check will be allowed only if the money order or travelers check is made out in the exact amount of the invoice; payment of one invoice through multiple money orders or travelers checks will not be permitted.

Hogan Consulting Group shall have the right, in addition to any and all other rights and remedies available to Hogan Consulting Group at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collection including reasonable attorneys' fees. Any obligation of Hogan Consulting Group under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

5. TAXES

Purchaser shall bear applicable federal, state, municipal, and other government taxes (such as sales, use, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to Hogan Consulting Group prior to shipment if they are to be honored; provided however, in the instance of sales of certain services, licenses, or the like, if by law or regulation any jurisdiction does not issue exemption certificates, Purchaser agrees that it shall be responsible for determining such exemption and non-issuance and for notifying Hogan Consulting Group of such in writing, including any documentation that the jurisdiction may issue in lieu of an exemption certificate. If it is subsequently determined that notwithstanding a representation by Purchaser, Hogan Consulting Group is liable for such taxes, Purchaser shall defend and indemnify Hogan Consulting Group from any and all liability associated with such taxes, including any and all interest, penalties and attorneys' fees including non-attorney professional fees associated therewith.

6. WARRANTY

HOGAN CONSULTING GROUP MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. ALL INFORMATION IS PROVIDED TO PURCHASER "AS IS."

7. PRODUCT RETURNS

- A. **Requirements** - Purchaser must obtain a valid Return Material Authorization ("RMA") number from Hogan Consulting Group for all returns. RMAs will be issued, at Hogan Consulting Group's sole discretion, in accordance with these terms and conditions. Purchaser must provide its account number and all other information as required by Hogan Consulting Group for all returns. RMAs are valid for twenty (20) calendar days from the date of issuance. Purchaser must allow for in-transit time for Products to be returned to Hogan Consulting Group, as Hogan Consulting Group must physically receive Products within the twenty (20) calendar days. RMAs will be issued for authorized returns under one of the following categories: (i) defective Products, (ii) billing or shipping discrepancies, or (iv) damaged Product. Purchaser is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned to Hogan Consulting Group. Hogan Consulting will refuse delivery of any boxes without a valid, clearly visible RMA number as noted above. Over goods are unauthorized returns. Any Products received by Hogan Consulting Group (i) without a valid RMA number, including Product shipments refused by Purchaser or Purchaser's customer except those damaged in transit from Hogan Consulting Group to Purchaser or from Hogan Consulting Group to Purchaser's customer, (ii) later than twenty calendar (20) days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Overgoods. Hogan Consulting Group will return Overgoods to Purchaser or Purchaser's customer, and will charge Purchaser a \$50 processing fee per shipment plus related freight charges. If Purchaser refuses the shipment of Overgoods from Hogan Consulting Group or returns the Overgoods to Hogan Consulting Group a second time without Hogan Consulting Group's prior authorization, Purchaser agrees to relinquish all right and title to and waives all claims against Hogan Consulting Group for credit related to such Products. Notwithstanding anything to the contrary, Hogan Consulting Group reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from Hogan Consulting Group.
- B. **Defective Product Returns** - Defective returns are only for Products purchased from Hogan Consulting Group that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request an RMA for the return of defective Products, excluding Special Order Products, within forty-five (45) calendar days of invoice date. Purchaser's defective returns will be limited to a maximum of 15% of the value of Purchaser's Product purchases within the same vendor code as the defective Product during the forty-five (45) calendar days prior to the RMA date, less any prior defective returns during that period. Upon receipt of the defective Product for which the RMA was issued, Hogan Consulting Group may test the Products and may return to Purchaser, at Purchaser's expense, any Products found not to be defective. Upon verification that the returned Product is defective, Hogan Consulting Group may, at Hogan Consulting Group's sole discretion, either (i) ship Purchaser a replacement Product, or (ii) provide Purchaser a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. Hogan Consulting Group reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. Hogan Consulting Group shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.
- C. **Damaged Product Returns** - Damaged Product returns are only for Products purchased from Hogan Consulting Group and shipped via Hogan Consulting Group's carrier of choice that are damaged in transit from Hogan Consulting Group to the Purchaser or from Hogan Consulting Group to the Purchaser's customer. Purchaser or Purchaser's customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition, Purchaser shall notify Hogan Consulting Group and request an RMA within three (3) business days of receipt of such Product. Failure to notify Hogan Consulting Group and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.

8. BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from Hogan Consulting Group that were invoiced or shipped incorrectly. These include lost shipments, short shipments, wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within thirty (30) calendar days of invoice date. In addition, Purchaser must notify Hogan Consulting Group of any billing discrepancies related to Purchaser's authorized returns within ninety (90) calendar days of RMA date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

9. PATENT AND TRADEMARK INDEMNITY

HOGAN CONSULTING GROUP SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS. HOGAN CONSULTING GROUP WILL BEAR NO LIABILITY TO PURCHASER OR ANY THIRD PARTY RELATED TO, AND PURCHASER WILL INDEMNIFY AND DEFEND HOGAN CONSULTING GROUP AND ITS SUPPLIERS AGAINST, ANY CLAIM BASED UPON THE COMPLIANCE BY HOGAN CONSULTING GROUP OR HOGAN CONSULTING GROUP'S SUPPLIER WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY PURCHASER.

10. LIMITATION OF LIABILITY

PURCHASER AGREES THAT THE LIABILITY OF HOGAN CONSULTING GROUP FOR DIRECT DAMAGES RELATED TO ANY PRODUCT ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO HOGAN CONSULTING GROUP BY PURCHASER FOR THAT PRODUCT WHICH IS THE SUBJECT OF THE CLAIM. IN NO EVENT WILL HOGAN CONSULTING GROUP BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH HOGAN CONSULTING GROUP'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION HOGAN CONSULTING GROUP MAY PROVIDE, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES AND PURCHASER EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR THOSE DAMAGES.

11. COMPLIANCE WITH U.S. EXPORT LAWS

If Purchaser delivers the Products to its customer who may use the Products outside the United States, Purchaser acknowledges and shall advise its customer that the Products are controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States or re-export. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce. Purchaser further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the Department of Commerce.

12. RELATIONSHIP OF THE PARTIES

Purchaser's relationship with Hogan Consulting Group will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind Hogan Consulting Group, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of Hogan Consulting Group or in Hogan Consulting Group's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and Hogan Consulting Group as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on Hogan Consulting's behalf.

13. LEGAL COMPLIANCE AND ANTI-CORRUPTION

Hogan Consulting Group and Purchaser agree to abide by all laws and regulations applicable to the performance of their respective obligations under these terms and conditions. Purchaser has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser in obtaining or retaining business, or securing an improper advantage.

14. RESTRICTIONS

All Products delivered to Purchaser hereunder may have additional restrictions on their use, including those specified by the manufacturer or publisher. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements and agrees to hold Hogan Consulting Group harmless from all costs, fees, expenses, and liability arising from Purchaser's direct or indirect violation of same.

15. CHOICE OF LAW/CHOICE OF FORUM

These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of Indiana, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the State of Indiana. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

16. NOTICES

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above.

Notices to Hogan Consulting Group shall be sent to:
Hogan Consulting Group Inc., 709-2 Plaza Drive, #142, Chesterton, IN Attn: Legal Department.

17. MANAGED SERVICES AND CLOUD SERVICES

With respect to managed services and cloud services purchased from Hogan Consulting Group only, the following terms in this Section 17 are supplemental to the terms and conditions:

- A. **Use of Subcontractors.** Hogan Consulting Group will use its own employees and/or subcontractors to provide services. Designation and management of employees and subcontractors will be at Hogan Consulting Group's sole discretion, and use of subcontractors will not require Purchaser's consent.
- B. **Use of Services.** Purchaser agrees to indemnify and hold Hogan Consulting Group harmless from any liability, costs or damages arising out of claims or suits by third parties who have received the right to access the services.
- C. **Security.** Should Purchaser's or Purchaser's customer's data be lost directly due to the gross negligence or willful misconduct of Hogan Consulting Group or Hogan Consulting Group's subcontractors, Hogan Consulting Group will use commercially reasonable efforts, at its expense, to assist the affected Purchaser or Purchaser's customer to restore the affected data; provided, however, that Hogan Consulting Group's obligations pursuant to this sentence are subject to the affected Purchaser or Purchaser's customer maintaining practices and standards used in well-managed operations with regard to the backup of their respective data and the use of corporate enterprise quality anti-virus and virus protection tools with regard to Purchaser's and Purchaser's customer's. This shall be Hogan Consulting Group's sole obligation, and Purchaser's exclusive remedy, with respect to such loss of data.
- D. **Warranty.** HOGAN CONSULTING GROUP DOES NOT WARRANT THAT THE SERVICES, EXCEPT AS SET FORTH IN THE SERVICE DESCRIPTION, WILL MEET PURCHASER'S OR PURCHASER'S CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PURCHASER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS OR ITS CUSTOMER'S OPERATIONS, WHICH COULD BE CAUSED BY DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS IN THE SERVICES.
- E. **Limitation of Liability.** PURCHASER AGREES THAT THE LIABILITY OF HOGAN CONSULTING GROUP FOR DIRECT DAMAGES RELATED TO ANY MANAGED SERVICES OR CLOUD SERVICES ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO HOGAN CONSULTING GROUP BY PURCHASER FOR THOSE SERVICES WHICH ARE THE SUBJECT OF THE CLAIM DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE.

18. GENERAL

- A. **Publicity.** Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures, including but not limited to promotional or marketing material, by either party or its employees or agents relating to these terms and conditions, the relationship between Hogan Consulting Group and Purchaser, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.
- B. **Force Majeure.** Hogan Consulting Group will not be liable for any delay or for failure to perform any obligation under these terms and conditions resulting from any cause beyond Hogan Consulting Group's or its subcontractor's reasonable control, including but not limited to: Purchaser's or Purchaser's customers' failure to timely supply necessary data, information or specifications; any changes in data, information or specifications made by Purchaser or Purchaser's customer; third party equipment manufacturer design defects, flaws or errors; acts of God; Internet blackouts or brownouts; severe weather; fire; explosions; floods; strikes; work stoppages; slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of war, sabotage or terrorism; dangerous conditions which present a threat to the safety or health of Hogan Consulting Group or its subcontractor's personnel; acts of government; inability to obtain any license or consent necessary in respect of any third party software; and delays by suppliers or material shortages. Scheduled performance dates shall be extended for these causes.
- C. **Attorney's Fees.** If there is any dispute concerning these terms and conditions or the performance of either

any of these terms and conditions or asserting these terms and conditions in defense of any suit filed against it, each party will be solely responsible for its own costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.

- D. **Assignment.** Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any attempted assignment without that consent will be void. Notwithstanding the foregoing, Hogan Consulting Group may assign any purchase order received from Purchaser to a Hogan Consulting Group subsidiary or affiliate upon notice to Purchaser.
- E. **Interpretation.** If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, that provision will be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Failure or delay of Hogan Consulting Group to exercise a right or power under these terms and conditions will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The captions used in these terms and conditions are for reference purposes only and will have no effect upon the construction or interpretation of any provisions.

These terms and conditions, as published on Hogan Consulting Group's Web site footer located at www.hogancg.com at the time of sale, are the official terms and conditions of sale between Hogan Consulting Group and Purchaser and may be amended from time to time without notice at Hogan Consulting Group's sole discretion.