

The following is a description of Gotham Technology Group, LLC's standard terms and conditions governing all agreements between Gotham and its customers. All of the following terms and conditions apply to every agreement between Gotham and its customers except where Gotham and its customer have agreed otherwise in a writing signed by both of them.

Basis for Service Charges

Gotham provides its services on a time and materials basis. Gotham may, at its option, advance reasonable expenses under \$100 for its customers. At Gotham's request, customers will directly pay or advance to Gotham the amounts to pay proper expenses of \$100 or more. Any pre-purchased credit left on account for a period of time greater than a year will become the property of Gotham.

Time Records

Gotham personnel enter their time into our time-keeping system, generally daily. The hourly service rates for Gotham's personnel range from \$85 to \$425, and are subject to adjustment from time to time at Gotham's discretion. Expenses advanced by Gotham are also entered into our time-keeping system. Overtime rates (time and a half) apply to work performed outside regular business hours (8am to 6pm Monday thru Friday), including work performed on weekends and holidays that Gotham is closed for business; and to work performed beyond 9 hours in a single day.

Invoicing

Invoices will be sent weekly or as appropriate, and are due net thirty (30) days. Late payment charges of one and one half percent (1½ %) per month apply to amounts that remain unpaid for thirty days. Gotham has the right to suspend further services or shipments in the event that the customer fails to make payments when due.

Performance

Customer shall cooperate with Gotham and shall take all steps reasonably necessary to permit Gotham to perform any agreed services. Gotham shall provide its services in a good and workmanlike manner consistent with the prevailing standards for information services consultants providing similar services in the three-state Greater New York Metropolitan area.

Warranty

Gotham disclaims all representations and warranties that are not specifically agreed to in writing, including, without limitation, any warranties of merchantability, fitness for a particular purpose, effort to achieve purpose, quality, accuracy, non-infringement, quiet enjoyment, and title or system availability. Gotham is not responsible for any direct, special, incidental, consequential or exemplary damages, including, but not limited to, damages based on loss of profits, loss of use, business interruption or loss of data, even if advised of the possibility of such damages.

When services are performed on customer's premises

Customer shall sign our personnel's accurate timesheets daily or as otherwise requested. On-site work is typically proposed and delivered in full professional days. If the work location is more than 50 miles from a Gotham branch location, customer is additionally responsible for reimbursement of travel expenses for mileage as per IRS guidelines as well as possible airfare and lodging expenses. Multiple day engagements will include a per-diem charge of \$75 for meal expenses. The customer is responsible for providing suitable work space and a safe work environment, and ingress, egress, and access to the workspace at such times as may be reasonably desired.

When services are performed remotely

Remote work is billed in full hour increments, rounded up to the nearest hour. The customer is responsible for providing suitable secure remote access to the computing environment at such times as may be reasonably desired.

When work is cancelled, terminated or suspended

Scheduled work, canceled with less than 48 hours' notice, will still be charged one full days effort. Work may be cancelled, terminated or suspended by customer with two (2) weeks written notice without penalty. Customer is responsible for payment for all work delivered prior to termination. If the work is fixed price, customer is responsible for paying a prorated amount towards any partially completed deliverables. Prorated amount will be based on actual time worked toward the deliverable. If work is cancelled, terminated or suspended with less than two weeks' notice, customer will remit 50% of the expected billings for the two week period to cover Gotham's cost in transitioning the team. Notwithstanding anything to the contrary herein, multi-year contracts or deals (which often reflect discounts in consideration for the expected duration) may not be cancelled or terminated early by customer except for cause in the case of material breach by Gotham; provided that, customer must provide Gotham with written notice of Gotham's breach, and provide Gotham with 15 days to cure such breach before termination becomes effective.

When services are performed using customer's software or systems

Customer shall ensure that all computers, computer systems, software, and materials that are provided to or for Gotham personnel by the customer shall be duly licensed for their reasonably anticipated use in connection with Gotham services. Customer shall ensure that all computers, computer systems, software, and materials that are provided to or for Gotham personnel shall not infringe the copyright, patent, trade secret or other intellectual property rights of any third party.

Sale of Goods

All prices are exclusive of charges for shipping. Products will be shipped freight prepaid and added by Gotham, F.O.B. destination (Customer). Prices quoted are valid for thirty (30) days unless a shorter period is specified; are exclusive of sales tax (if applicable), packing costs, and shipping charges. Separate charges for shipping will be shown on Customer's invoice(s). Shipping instructions and other pertinent delivery information shall be included in the Purchase Orders issued in accordance with this Agreement. Any order for goods placed by a customer shall constitute an offer to contract upon the terms and conditions following, and no addition or variation whether contained in the customer's order, or otherwise shall apply unless expressly agreed to in writing by Gotham. No contract to supply goods exists until the Customer has received from Gotham an order acknowledgement confirming the order. Gotham reserves the right to reject any order. Availability and delivery times quoted are estimates, not commitments.

Credit Cards

Gotham accepts Visa, MasterCard, and American Express as payment types for orders only before the order has shipped. If the customer wishes to make use of a credit card, they must inform their account representative and complete the appropriate authorizations. An additional processing fee of three percent (3%) will be added to all orders paid by credit card. Your card will be charged when product ships. No credit card payments will be accepted after product has shipped as part of Gotham's net terms.

Relationship

With respect to the customer, Gotham, and its employees and contractors, are independent contractors. As between Gotham and its customer, Gotham is solely responsible for withholding and payment of all applicable federal, state,

and local income and payroll taxes with respect to Gotham's employees. Gotham will not enter into any partnership, joint venture, or agency relationship between Gotham and its customers without an express written agreement identifying the same. Neither Gotham nor its customers have the right to make agreements on behalf of the other.

Non-solicitation

Gotham will not solicit for employment customer's employees that become known to Gotham as a result of Gotham's performance of services for customer. Customer will not solicit for employment Gotham's employees or contractors that become known to customer as a result of Gotham's performance of services for customer.

Use of Name

Gotham and Customer hereby authorizes each other to refer to the other by name and trademark, and to the existence of the relationship between them, and briefly to describe the other's business, in business development materials, including, printed materials and Internet web sites.

International Fulfillment

All taxes, tariffs, duties, and custom charges associated with shipping goods outside of the continental United States are the responsibility of the Customer. Gotham requires the following fees be set aside in any purchase order requiring international fulfillment:

- Gotham will provide an initial estimate for landed cost; this is typically 15%-20% of the order value
- Gotham will charge an International Handling fee to coordinate Export and Import of your order; this fee is typically \$300 to \$1500, depending on the complexity of your shipment.

This set-aside does not comprise the complete and final billing for all taxes, tariffs, duties, and customs. It is an estimate for budget purposes. Customer will be billed actual charges upon receipt of shipment.

Destination Control Statement

These commodities, technology, or software were exported from United States in accordance with Export Administration Regulations. Diversion contrary to U.S. Law prohibited.

Notice

Notices sent to Gotham should be sent by email to notice@gothamtg.com. Notices will be sent to customer at the email address of a customer representative. Notices are effective when received if they are received from 9 am to 5 pm, EST. Notices not received between those hours are effective the first business day after they arrive at the recipient's mail server.

Applicable Law

Agreements made between Gotham and its customers are governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof.

Modifications

Agreements made between Gotham and its customers shall be in writing. No written agreement between Gotham and its customer can be modified except by a subsequent written agreement signed by an officer of Gotham and its Customer.