RESELLER TERMS AND CONDITIONS

Additional terms and conditions related to the purchase of services and products and the licensing of software from specific original equipment manufacturers, software licensors, and service providers are set forth on, and referenced in, Exhibit A to this document.

Focus Solutions Group, Inc. ("Focus") is an authorized reseller of equipment, systems, software (including software provided with equipment or as part of a system), and services provided by certain original equipment manufacturers, software licensors, and service providers (each, an "OEM"). Focus and the person or entity ("Customer") purchasing equipment, systems, and services and/or licensing software (including software provided with equipment or as part of a system), from or through Focus agree that (i) these Reseller terms and conditions, as set forth below, (ii) the applicable signed quotation or order form ("Order Form"), (iii) any price list or schedule, quotation, acknowledgment or invoice from Focus relevant to the sale and license of equipment, systems, software (including software provided with equipment or as part of a system), and services and all documents incorporated by specific reference herein or therein, (iv) any special terms related to such OEM's products referenced herein, set forth in Exhibit A, or separately agreed to by Customer and an OEM, and (v) any end user license agreement or similar license agreement ("End User License Agreement"), whether delivered by the OEM as a click-wrap or click-and- accept license or otherwise (items (i) through (v) are collectively referred to as these "Terms and Conditions"), constitute the complete and exclusive statement of the terms of the agreement governing the sale of OEM provided equipment, systems, software (including software provided with equipment or as part of a system), and services to Customer.

1. **Orders.** For each purchase transaction by Customer, Focus will provide Customer with an Order Form, which shall be effective for 30 days (or such other period provided in the Order Form), specifying:

   1.1. computer or other hardware ("Equipment"), computer software, including software provided with Equipment, as part of a System or as software-as-a-service (in all cases, "Software"), and/or one or more combinations of interoperable Equipment and Software ("System(s)") sold, licensed, or sublicensed by any OEM; and

   1.2. installation, training, maintenance, support, and other services ("Services") for or relating to Equipment, Software, and/or Systems, which an OEM will perform in accordance with its then current published services offerings or as specifically provided in an Order Form.

   The Order Form will also specify the quantity, price, delivery method (if applicable), and shipment location of each item of Equipment, Software, System, and any applicable Services. Orders are non-cancellable and Equipment, Software, Systems and Services are non- returnable unless, and then only to the extent, otherwise provided by Focus's supplier or the OEM. In any case in which cancellations or returns are permitted, Customer must take all needed actions timely to reasonably enable Focus to cancel the order with its supplier or the OEM or to satisfy the terms for return to the supplier or the OEM. In the case of any such cancellation or return, Focus will be obligated to refund to Customer a maximum of the amount of the associated refund received by Focus from its supplier or the OEM. Customer shall sign and return the Order Form to Focus, which shall not be binding until it has been accepted by Focus. Customer understands and agrees that signed Order Forms for Equipment, Software, Systems, and/or Services cannot alter the terms and conditions pursuant to which OEM is providing the

Equipment, Software, Systems, and/or Services. Unless otherwise provided in the Order Form or the attachments hereto, the Order Form does not include any right to extend any time-based purchases, renew the term of any license or agreement (at the stated price or otherwise). With respect to time-based purchases, Customer will not have any right to terminate its obligation to pay for licenses or services before the stated term of the license or service. Except as specifically included in the Order Form, the Order Form does not cover any implementation or support services related to the Equipment, Software, and Systems nor any other service. Any such services shall only be as set forth in, and will be governed solely by, a separate, written agreement between the parties, which may include a Master Services Agreement and/or Statement of Work signed by both parties.

2. **Payment Terms.** Promptly upon acceptance of an Order Form, unless otherwise explicitly provided in the Order Form, Customer will pay Focus, in United States Dollars, the full purchase price for all Equipment, Software, Systems and Services specified on the Order Form plus any handling, shipping and other charges by Focus's supplier and, promptly following receipt of payment from Customer, Focus will order the Equipment, Software, Systems and/or Services from OEM. In the event that payment is not received by Focus within 10 days of acceptance of an Order Form and at least one full business day before expiration of Focus's quote from its supplier or as otherwise explicitly provided in the Order Form, Focus will have the right to cancel the applicable order. In the event that OEM cancels or rejects Focus's order of the Equipment, Software, Systems, and/or Services necessary to fulfill an accepted Order Form, Focus will promptly refund to Customer all amounts paid by Customer to Focus with respect to such Equipment, Software, Systems and/or Services and the Order Form will be deemed to be cancelled and neither party will have any further obligations with respect to such Order Form. Customer will pay all sums equal to taxes (including, without limitation, sales, withholding, value-added, and similar taxes) and any duties paid or payable, however designated, levied or based on amounts payable to Focus under these Terms and Conditions, but exclusive of United States federal, state, and local taxes based on Focus's net income.

3. **OEM Proprietary Rights.** Customer acknowledges that the Software and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Equipment, Software, and Systems, are and at all times shall remain the valuable property of OEM and its licensors, or their respective successors or assigns.

4. **Software; End User License Agreement; Restrictions.** In all cases, Customer will acquire only a license to any Software provided by Focus under these Terms and Conditions (which Software shall be provided in object code format only). Any use of the term "sell" and its variations shall mean throughout these Terms and Conditions, as applicable to the Software, a license and not a sale. Customer shall only have the rights with respect to the Software expressly set forth in the End User License Agreement, which will be (i) electronically provided to Customer as part of the activation process, (ii) if no End User License Agreement is provided as part of the activation process, as provided in the applicable End User License Agreement specified in Exhibit A or the applicable Order Form, or (iii) otherwise provided by Focus or OEM. Following Customer's acceptance of the End User License Agreement, OEM will provide Customer with the ability to access the OEM Software it has licensed. Except as expressly provided in the End User License Agreement, all other rights to Software are expressly reserved to the applicable OEM and its licensors. Customer will not itself, or through any affiliate, agent, or third party: (i) except as expressly permitted under the applicable End User License Agreement, use or permit others to use the Software; (ii) disassemble, reverse engineer, or decompile the Software or otherwise attempt to derive source code from it, except to the extent applicable laws specifically prohibit such restrictions; or (iii) modify, adapt, translate, or create derivative works based upon the Software Services.

4.1. OEM Services. As a condition to receiving or purchasing any Services from an OEM related to the purchase or delivery of Equipment, Software, and/or Systems, Customer will agree to OEM's standard terms and conditions with respect to the delivery of the Services or will enter into a written agreement with OEM pursuant to which it will receive the Services.

4.2. Focus Services. Any services provided by Focus, without regard to whether such services are related to any purchases by Customer under these Terms and Conditions, will be provided solely pursuant to a separate agreement between Customer and Focus.

5. **Terms and Conditions; Terms and Conditions Included on Purchase Orders Not Applicable.** The Parties agree that any purchase order submitted by Customer (each a "Purchase Order") will be solely for Customer's administrative convenience and that all terms and conditions applicable to the transaction will be governed solely by these Terms and Conditions and the Order Form. Any additional or differing terms and conditions included on any Purchase Order are hereby rejected and will have no application to the purchase of the Equipment, Software, Systems, and Services.

6. **Delivery and Shipment.** Promptly following its receipt of scheduled shipment date(s), Focus will notify Customer of such scheduled shipments. Delivery will be f.o.b. point of shipment and will occur when the Equipment and Systems are ready for pickup by the carrier. Risk of loss will pass to Customer when Focus's supplier tenders Equipment or Systems to a transportation provider and Customer will be responsible for insuring any loss of such Equipment and Systems. Customer will immediately notify Focus and work with Focus with respect to filing any claims with the applicable transportation provider within three days of receipt. In the event that an Order Form specifies that an OEM, Focus, or other contractors or designees will select a carrier and arrange for in-transit insurance, all transportation and insurance charges shall be paid to Focus by Customer upon invoice. If deliveries are authorized in installments, each shipment shall be paid for when due without regard to other scheduled deliveries. By selecting a carrier and arranging for insurance on Customer's behalf, none of OEM, Focus, nor their contractors or designees assumes any liability for the shipment and the carrier will not be considered their agent.

7. **Manufacturer's Warranties Only; No Focus Warranty or Liability.** OEM provides a warranty, which is included in the End User License Agreement, documentation for the Equipment or System, or will otherwise be provided to Customer by OEM, and Customer agrees to rely exclusively on such warranty and, as applicable, maintenance Services purchased by Customer. **FOCUS EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE EQUIPMENT, SOFTWARE, SYSTEMS, AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF FOCUS IS INFORMED OF SUCH PURPOSE), NON-INFRINGEMENT, OR SUITABILITY, TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE THAT ANY SYSTEMS OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT THE REFUND OBLIGATION EXPRESSLY PROVIDED IN SECTION 2, FOCUS SHALL HAVE NO LIABILITY WITH RESPECT TO THE SYSTEMS OR SERVICES.**

8. **Export Control.** Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the United States Department of Commerce. Specifically, Customer agrees that it will not, directly or indirectly, sell, export,

re-export, transfer, divert, or otherwise dispose of any software, documentation, or other technology (including products derived from or based on such software, documentation, or other technology) received from OEM pursuant to an order placed under these Terms and Conditions to any country (or national thereof) subject to anti- terrorism controls or U.S. embargo, or to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Customer agrees to indemnify, to the fullest extent permitted by law, Focus from and against any fines or penalties that may arise as a result of Customer's breach of this provision.

9. **Limitation of Liability**. It is expressly agreed that each party's maximum liability for damages to the other party under or in connection with any Order Form, regardless of the form of legal action, whether in contract or in tort, including negligence, shall in no event exceed the actual payments received by and owing to Focus for the applicable Equipment, Software, System, or Service, except that no such limitation on damages shall apply to losses due to Customer's violation of intellectual property rights or breach of the End User License Agreement or any other agreement between Customer and OEM, or to either party's breach of Section 12.

10. *No Consequential Damages.* **OTHER THAN CUSTOMER'S OBLIGATION TO PAY FOR THE EQUIPMENT, SOFTWARE, SYSTEMS, AND SERVICES, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOST REVENUE, LOST USE, LOST DATA, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY. NO LIMITATION HEREUNDER SHALL APPLY TO (I) LOSSES DUE TO CUSTOMER'S VIOLATION OF ANY AGREEMENT BETWEEN CUSTOMER AND OEM OR OBLIGATION TO THE OEM OR (II) TO EITHER PARTY'S BREACH OF SECTION 12. EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED IS NOT EXCLUDED OR LIMITED AND NOTHING IN THESE TERMS AND CONDITIONS SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.**

11. **Termination; Suspension**. Upon any material breach or default of these Terms and Conditions by Customer or default in payment, Focus shall have the right to terminate or suspend performance under any outstanding Order Form(s). In addition, OEMs will have the right to terminate any license as provided under the terms of the applicable End User License Agreement.

12. **Confidentiality.**

    12.1. *Information*. Each party acknowledges that by reason of its relationship to the other party under these Terms and Conditions it may have access to certain information and material concerning the other party's business, plans, customers, technology, and products that are confidential and of substantial value to the disclosing party ("Information"), which value would be impaired if such Information were disclosed to third parties. Each party agrees to maintain all Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Information only for the purpose of performing these Terms and Conditions. No Information shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure,

except that Customer agrees that any Information in whatever form relating to the design, functionality, operational methods or coding of OEM Software, including but not limited to any complete or partial source or object code versions, shall be deemed confidential Information of OEM regardless of the presence or absence of any confidential markings or identification and shall be protected hereunder.

12.2. *Exclusions*. The parties' obligations of non-disclosure under these Terms and Conditions shall not apply to Information that: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction; or (iv) is independently developed by the receiving party without resort to Information.

12.3. *Return of Information*. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Information or, at the disclosing party's option, shall destroy all such Information as the disclosing party may designate. Recipient's obligation of confidentiality shall survive these Terms and Conditions for a period of five years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

12.4. *Remedies*. Each party acknowledges that any breach of any of its obligations with respect to the other party's confidential information hereunder may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

13. **General**.

13.1. *Notices*. All notices required or permitted under these Terms and Conditions will be in writing and will be deemed given: (i) when delivered personally; (ii) when sent by confirmed telex or facsimile; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses first set forth on the applicable Order Form, to the attention of the General Counsel, or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 13.1.

13.2. *Assignment*. Neither party may assign or delegate these Terms and Conditions or any of its licenses, rights or duties under these Terms and Conditions, whether by operation of law or otherwise, without the prior written consent of the other party, except to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which these Terms and Conditions pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under these Terms and Conditions.

13.3. *Severability.* If any provision of these Terms and Conditions shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

13.4. *Governing Law and Jurisdiction*. These Terms and Conditions shall be governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Wisconsin without regard to choice of law principles. The federal and state courts sitting in Brown County, Wisconsin shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement; and each party expressly consents to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transaction governed by these Terms and Conditions.

13.5. *Entire Agreement*. These Terms and Conditions constitutes the entire understanding between the parties, and supersedes all prior discussions, representations, understandings, or agreements whether oral or in writing, between the parties with respect to the subject matter of these Terms and Conditions. Any modification or amendment to these Terms and Conditions must be in writing and signed by authorized representatives of both parties.

13.6. *Excuse of Performance:* Focus shall not be liable for delays in performance or for non-performance due to acts of God; acts of Customer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Focus's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Focus upon notice to Customer in the event of any of the foregoing, but the balance of the obligations shall otherwise remain unaffected as a result of the foregoing. Focus will have no liability for: (i) failure of its supplier to deliver Equipment, Software, Systems, and Services within a specified time period; (ii) availability and/or delays in delivery of Equipment, Software, Systems, and Services; (iii) discontinuation of Equipment, Software, Systems, and Services, product lines, or any part thereof; (iv) cancellation of any orders by Focus's suppliers; or (v) shortages on shipments of Equipment, Software, Systems, and Services shipped under seal where the seal is not intact upon delivery by the transportation provider. If Focus determines that its ability to supply the total demand for the Equipment, Systems, or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Focus may allocate its available supply of such items (which may be obtained on commercially reasonable terms) among its customers on such basis as Focus determines to be equitable without liability for any failure of performance which may result therefrom.

13.7. *Independent Contractors*. The relationship of Focus and Customer established by these Terms and Conditions is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co- owners, or otherwise as participants in a joint or common undertaking. Neither party shall have any power or authority, expressed or implied, to make any commitment or incur any obligations on behalf of the other except as specifically set forth in these Terms and Conditions.

13.8. *Survival.* The preamble, Sections 1 (last sentence), 2-6, and 8-13 and Exhibit A shall survive any termination of an Order Form and any other portion or all of these Termsand Conditions. Additionally, the terms of these Terms and Conditions shall continue to apply to any accepted Order Form or Purchase order until delivery and payment have been completed. Termination of these Terms and Conditions shall not relieve Customer's obligation to pay any sums of money due and payable or accrued under these Terms and Conditions.

EXHIBIT A

Additional Terms and Conditions for Specific OEMs

Amazon Web Services (AWS)
By entering into an agreement to purchase AWS services from Focus, Customer acknowledges that its use of the AWS services is subject to the AWS Customer License Terms, a separate agreement between Customer and Amazon Web Services, Inc., a current version of which is located here: https://aws.amazon.com/agreement

Cisco
By entering into an agreement to purchase Cisco products and/or services from Focus, Customer acknowledges that its use of such products and services are subject Cisco's EULA and applicable End User terms, a current version of which is located here: http://www.cisco.com/go/terms