



STANDARD TERMS AND CONDITIONS

For purposes of these Standard Terms and Conditions: (a) “WTI” means WTI Systems, Ltd., a Delaware corporation, with its principal place of business at 1741 South Big Bend Blvd, St. Louis, MO 63117; (b) “Client” means any person or entity who or which is a party to any agreement with WTI; and (c) “Agreement” is any agreement with WTI.

These terms and conditions, as may be amended from time to time, form a part of every Agreement and are fully incorporated into every Agreement and apply to the services and products to be provided by WTI pursuant to any Agreement and any order placed pursuant to any Agreement.

In case of a conflict between the express terms of an Agreement and these terms and conditions, the express terms of the Agreement shall apply.

Scope of Services: The project for which WTI shall provide consulting and/or training services is described in the applicable Quotation of the Agreement. Additional services requested by Client outside of the scope described in the Quotation will be charged pursuant to WTI’s then current rates. WTI shall make reasonable efforts to describe such additional services in a subsequent exhibit or quotation.

Product: All sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply.

Effective Date: The effective date of this version of WTI’s terms and conditions is indicated in the footer of these terms and conditions. These terms and conditions apply to all Agreements. Quotations are valid for 30 days.

Responsibility of WTI: WTI will provide services in accordance with the standards exercised by members of WTI’s profession currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. WTI will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client’s sole responsibility.

Client Information: Client will provide WTI with all necessary information regarding Client’s requirements for the project in sufficient time to allow WTI to adhere to desired resolution time frames.

Payments and Disputes: Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify WTI, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify WTI of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.

Professional Fee’s: If the Quotation does not indicate a fixed bid then WTI’s fees are based solely on time spent on the engagement. The cost for these services will be billed at WTI’s then standard hourly rate range of \$95-\$175 per hour based upon the resources utilized for the project.

Reimbursed Expenses: In addition to the aforementioned fees, Client will reimburse WTI for any mileage and out-of-pocket expenses that WTI and its employees and agents incur as a result of the engagement. WTI shall make reasonable efforts to have Client pre-approve large expenses. WTI’s policy pertaining to Clients outside of a fifteen (15) mile radius from WTI’s office in which the applicable WTI consultant resides is to bill travel time one way at the consultant’s then current rate.

Managed Service Agreements Only: Managed services agreements are perpetual annual twelve (12) month contracts that, nonetheless, can be terminated by either party at the end of any twelve (12) month term by giving at least sixty (60) days advance written notice. The renewal date is the anniversary date of the date of the Agreement.

Non-Solicitation: During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire, any of WTI's employee without the prior written consent of WTI. If Client hires an employee of WTI, Client shall immediately pay WTI for the violation of this Section an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to WTI or any injunctive or equitable relief available to WTI, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of hiring or recruitment of WTI's employee(s).

Termination: Either party may terminate the term of an Agreement if the other party materially defaults in performing any of its obligations under the Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting party.

Limitation of Liability: The total liability of WTI pursuant to or in connection with any Agreement and the provision of any services or products (including, without limitation, any liability for negligence) shall be limited to the amounts actually paid by Client to WTI for the services or products that were not properly performed. The foregoing limitation of liability shall be effective regardless of the form of action (whether contract or tort) and regardless of whether the charged party knew or should have known for the possibility that the charging party might suffer damages.

Ownership of documents: All materials and automated files that WTI brings into the engagement will remain the property of WTI. Any such items exclusively created for Client during the project shall become the property of the Client but any portions thereof which may be generally applicable to WTI's customer base and all resources used to create such items shall remain the property of WTI.

Confidentiality: During the term of the Agreement and for three (3) years after termination or expiration of the term of the Agreement, each party agrees not to disclose any confidential information obtained from the other party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, or (iii) legally obtained from a third party. Notwithstanding anything to the contrary, Client agrees that WTI may use Client's name and a general description of WTI's services with respect to the Project in describing WTI's professional experience and qualifications to prospective clients.

Assignment: Client may not assign its rights under this agreement without WTI's written consent.

Severability and Non-Waiver of Rights: Any element of the Agreement held to violate law shall be deemed void and all remaining provisions shall continue to be in force. Notwithstanding the foregoing, any restrictive covenant which is able to be blue penciled / revised by a Court of competent jurisdiction in order to make it not violate the applicable law shall be so revised but in the minimum amount to not make it violate law.

Survival: All obligations arising prior to the termination of the term or of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WTI, including any applicable

sections of these terms and conditions, shall survive the completion of services hereunder and the termination or expiration of the term of the Agreement.

Force Majeure: Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the internet, third party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.

Taxes: Client shall, besides other amounts payable under any Agreement, pay all local, state and federal taxes levied or imposed by reason of the transactions contemplated in this Agreement. Client shall promptly pay to WTI any such taxes actually paid or required to be collected, excluding income taxes on WTI's own income.

Law: Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of St. Louis County, Missouri. Any Agreement shall be governed by Missouri law.

Amendments: These terms and conditions may be amended from time to time by WTI upon prior written notice to Client.

Written Notice: Written notice shall be sent to:
WTI Systems, Ltd.
1741 South Big Bend Blvd.
St. Louis, MO 63117
Attn: Chief Executive Officer

Effective Date: January 15, 2010