

WORLDCOM EXCHANGE, INC. (WEI) STANDARD TERMS AND CONDITIONS

GENERAL TERMS: The terms and conditions stated herein apply to all sales of products and/or services made by WEI regardless of any terms and conditions specified in any purchase order or agreement provided by or on behalf of the customer, and will constitute a binding agreement between the customer and WEI. WEI will not unless otherwise agreed by it in writing in a specific case, accept or be bound to any terms and conditions included in the customer's purchase order or any additional agreements that are intended to be in addition to, or in place of, the standard terms and conditions defined herein. These terms and conditions are subject to change by WEI at any time and such changes shall apply only to orders submitted to WEI after the effective date thereof.

QUOTATIONS/PRICING: Unless otherwise stated, all WEI quotations are valid for a period of thirty (30) days from the date of quotation, but all product pricing is subject to change at any time prior to order acceptance based on manufacturer/reseller price changes, which changes shall be communicated to customer and if accepted by customer shall be reflected in the order acceptance, and if not such order shall be deemed rejected by WEI. All pricing is otherwise subject to change at any time, and WEI reserves the right to make adjustments at any time to products and services for reasons including but not limited to market changes, product discontinuation or unavailability, manufacturer's price changes, and errors and/or omissions made in advertisements or communications sent via print or electronic formats. All orders are subject to product availability.

ORDER ACCEPTANCE: Orders shall be initiated by the customer and shall be considered accepted only when WEI has issued a written acceptance thereof, including all relevant product and service descriptions, quantity, price and payment terms, shipping and installation dates, and any other pertinent and necessary information. No modification or revision of an accepted order

can be made unless specifically agreed upon in writing and signed by WEI and the customer. Once accepted, custom product orders are not cancellable.

PURCHASE ORDERS/PAYMENT TERMS/PAYMENT METHODS: Unless otherwise specified, no products shall be shipped until customer has submitted a signed purchase order, accepted by WEI. Purchase orders should be addressed with WEI as the vendor, at 43 Northwestern Drive, Salem, NH 03079. Purchase orders should reference the quote number, the product/service descriptions and quantities of product and services being ordered, the billing and shipping addresses as well as any special shipping instructions. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, but unless otherwise stated, and subject to credit approval, payment terms will be in accordance with Illinois Local Government Prompt Payment Act. . WEI may invoice parts of an order separately. WEI accepts payment by electronic funds transfer, wire transfer, credit card (currently MasterCard, Visa and American Express), which will be subject to a 5% processing fee, as well as business check, COD (by means of certified bank check, money order or certified funds). Payment of any additional charges incurred for COD shipment by carrier will be the customer's sole responsibility.

WARRANTY – NEW EQUIPMENT: WEI sells but does not manufacture computer and related equipment. WEI therefore does not itself provide, and hereby expressly excludes and disclaims, any warranties as to new equipment sold by it, but will assist customer in obtaining the benefit of all manufacturer/reseller warranties for such items. For this purpose, WEI shall assign to customer all transferable original manufacturer/authorized reseller warranties applicable to new equipment sold by WEI.

WARRANTY – RECONDITIONED EQUIPMENT: WEI hereby warrants that all previously-owned equipment reconditioned and sold by WEI ("Reconditioned Equipment"), subject to any separate written warranty or warranty exclusion/limitation applicable to and provided with any specific item of Reconditioned Equipment, shall (a) be free from defects in materials or

workmanship under normal and proper use, service and operating conditions in accordance with applicable user documentations, (b) conform to any written specifications contained or referred to in WEI's order acceptance, and (c) be in a condition eligible for any available manufacturer support/maintenance under separate contract with such manufacturer.

INSPECTION AND ACCEPTANCE OF GOODS: Unless otherwise agreed in writing in specific cases, all goods and services provided by WEI shall be inspected, accepted or rejected by customer within three (3) business days of delivery to customer's facility, or substantial completion (in the case of services). If not rejected by written notice to WEI within such period all goods and services shall be deemed accepted for all purposes, including customer's warranty remedies.

WARRANTY – EXCLUSIONS/LIMITATIONS: WEI shall under no circumstances be liable or responsible for:

External Problems – Adjustments, replacements or repair, or increases in service time, caused by electrical, communications or other connections or other sources external to WEI supplied items.

Limited Life Supplies/Parts – Repairs or replacement of consumable supplies or parts which have reached the end of their useful life.

Accident/Misuse – Any equipment or related items which malfunction, or are damaged by reason of accident, misuse or use in conjunction with incompatible equipment or systems.

UNLESS OTHERWISE SEPARATELY AGREED TO BY WEI WITH RESPECT TO PARTICULAR ITEMS OF EQUIPMENT, THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY MADE BY WEI WITH RESPECT TO ANY EQUIPMENT SOLD OR SUPPLIED BY IT. WEI SPECIFICALLY

DOES NOT WARRANT AGAINST OR ASSUME ANY LIABILITY FOR PATENT, TRADEMARK OR OTHER INFRINGEMENT BY ANY PRODUCTS MANUFACTURED BY A THIRD PARTY.

DEFAULT/SECURITY INTEREST/FINANCIAL RESPONSIBILITY: If customer fails to pay any amount when due in accordance with the terms of the invoice, including amounts payable in installments, the entire balance will at WEI's option become immediately due and payable. WEI retains a purchase money security interest in each product to secure payment of the purchase price therefor and any related charges payable by the customer. If in WEI's judgment customer's financial condition compromises its ability to make timely payment of any accepted order or issued invoice, WEI may cancel or postpone the delivery of products and/or services and may require full or partial advance payment or letter of credit or other payment assurance to release such products and/or services and any future orders.

THE LIABILITY, IF ANY, OF WEI FROM ANY CAUSE WHATSOEVER TO CUSTOMER RELATED TO ANY PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID TO WEI BY CUSTOMER FOR SUCH PRODUCT OR SERVICE. FURTHER, IN NO EVENT SHALL WEI BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, STATUTORILY-MULTIPLIED OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING FOR LOST PROFITS, BUSINESS OPPORTUNITIES OR DAMAGE TO REPUTATION OR GOODWILL, WHETHER OR NOT WEI HAS NOTICE OF THE LIKELIHOOD OF ANY SUCH DAMAGES. WEI SHALL NOT BE LIABLE FOR ANY PENALTIES FOR DELAY IN SHIPMENT, DELIVERY OR INSTALLATION OR FAILURE TO GIVE NOTICE OF SUCH DELAY.

INSTALLATION: Any installation services shall be contracted separately with WEI, and shall be performed during normal business hours, unless otherwise agreed. Customer shall make all necessary arrangements to allow WEI personnel sufficient work space and access to the installation location(s) and appropriate customer personnel. Customer shall provide on a timely basis all

facilities, supplies, technical and administrative support required for the successful installation of all products and the provision of all WEI services so as not to cause delay or added expense to WEI. Where applicable, WEI shall connect equipment to existing lines, but WEI shall not be responsible for the installation or performance of communications lines and equipment not supplied by it. WEI shall not unless otherwise specifically agreed in writing be responsible for integrating products with any other products not supplied by WEI. Customer shall be responsible for providing an environment suitable to the proper installation and operation of all products provided and/or installed by WEI, including without limitation the presence of adequate sources of power, light, surge suppression, climate control, security, consumable supplies and compatible systems. If customer's site is not appropriate for the installation of any items, WEI may, at its option, reschedule the installation as necessary to assure that the site is suitable for such installation.

CANCELLATIONS AND/OR RETURNS: All returns must be pre-authorized by WEI prior to being received by any WEI representative or at any WEI facility. All return approvals are conditional until product has been received and inspected by WEI. Any product received without a valid pre-authorized WEI RMA number will be refused. All unopened, non-customized product conditionally approved for return must be received into WEI's warehouse within ten (10) calendar days from the date the product return is authorized by WEI. All opened product returns must be approved by manufacturer/reseller prior to WEI pre-authorizing the return, and will be done on an exception-only basis. If approved, product must be received into WEI's warehouse within ten (10) calendar days from the date the product return is authorized by WEI. All approved, non-defective returns may be subject to a 10% restocking fee. All other returns are subject to the manufacturer's policies and warranties. All product orders may be cancelled up until order acceptance confirmation has been sent by WEI. If ordering customized product, once product has been configured to customer's specifications it is no longer returnable. Cancellation of contracted services must be provided in writing fourteen (14) days prior to the scheduled service/install date, and should not be considered accepted

until written confirmation has been provided by WEI. Customer will be responsible for any fees or expenses incurred for services rendered up until the date of timely notification of cancellation.

DISPUTE RESOLUTION/LEGAL PROCEEDINGS: All matters related to WEI's relationship with customer, including any agreements between them and any controversy concerning goods or services purchased from and provided by WEI shall be governed by the laws of the state of Illinois, without regard to its choice of law principles, applicable to contracts made and to be performed therein, and any lawsuit related in any way thereto may be brought by customer only in the state or federal courts located in the Circuit Court of the Sixteenth Judicial Circuit Kane County, Illinois, and each party agrees where necessary to accept service of process in any such action by mail in lieu of personal service. WEI and customer each shall pay their own legal fees and other expenses in connection with any such proceeding, The fact, substance and resolution of any dispute hereunder shall be kept confidential by all parties to the greatest extent practicable. For further information on resolution of disputes, please review our Dispute Resolution Policy found at www.wei.com/dispute.

SALES/USE TAXES/SHIPPING/DELIVERY DATE: Customer is responsible for all sales, VAT, or related taxes applicable to the purchase of WEI products and services, including support and maintenance contracts where applicable. WEI will add such taxes to the invoice and customer will be responsible for payment of such taxes unless customer provides a valid exemption certificate or other document acceptable to the authority imposing the tax. Any sales tax applied will be based on WEI's best efforts to interpret local, state, and federal tax laws. Taxable status can be affected by many factors including product or service types; originating or delivery location(s); intended use of the product; shipping methods; and organizational tax status (exempt or non-exempt). Despite best efforts, WEI could be incorrect in the interpretation. You should always seek tax advice from tax professionals and/or all applicable taxing authorities, as you may be responsible for more or less taxes than are collected in this invoice.

Unless otherwise specified, all products will be shipped F.O.B. Destination from WEI's facility by whatever means and carrier WEI deems the most appropriate method of transportation. Shipping costs will be incurred by the customer for any products shipped via commercial carrier, courier, USPS, or delivered by WEI. Unless otherwise stated, quoted prices do not include freight and insurance charges, which shall be payable by customer. All delivery dates are estimated, and therefore are not guaranteed. WEI shall not be liable for a failure or delay in shipment as such.

FORCE MAJEURE: WEI shall not be liable for delivery delays or service interruptions which result from circumstances beyond its control such as fire, flooding, power outages, labor issues, acts of insurgence, war or terrorism, acts of God or acts by government agencies, or carrier delays.

SUBCONTRACTORS: WEI may perform certain services by the use of independent contractors, which shall be selected and supervised with reasonable care and for which WEI shall be liable to the same extent as its own employees.

ILLINOIS FREEDOM OF INFORMATION ACT: WEI acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.