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- a. "Third Party Equipment" means the equipment and devices listed on the Product Order or online form that originate from parties other than Wipfli and Wipfli is the reseller of such products to Purchaser.
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- g. "Services" means installation, environment preparation, customization, support, maintenance, training, implementation, consulting, advising, or any other services of any kind or nature.
- h. "Product Order" means a written document wherein the parties agree to the provision of Third Party Equipment,

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- c. Unless otherwise agreed in the Product Order or online form, as applicable, (a) all invoices are due and payable within thirty (30) days of the invoice date; (b) all accounts will be charged interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, on that portion of Licensee's balance due to Wipfli that is outstanding over thirty (30) days; and (c) at Wipfli's discretion, the provision of Services, use of the Wipfli Software, and/or access to the Wipfli SAAS Software may be suspended if Licensee's account becomes overdue and will not be resumed until Licensee's account is paid in full.
10. Change Orders. A "Change Order" means a mutually agreed-upon change in the Product Order, the Third Party Equipment being purchased, the term of license to Wipfli Software or right to access Wipfli SAAS Software, the Services to be provided by Wipfli, or the fees chargeable by Wipfli to Licensee, which is reduced to writing and executed by an authorized representative of Wipfli and Licensee and sets forth in detail (i) the changes to be made, (ii) all adjustments necessitated by such Change Order in the terms of the Product Order, and (iii) all adjustments necessitated by such Change Order in the amounts due to Wipfli hereunder. Change Orders shall, upon their execution and delivery, become part of the Product Order.
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17. Limitation on Damages. IN NO EVENT SHALL WIPFLI BE LIABLE TO LICENSEE OR ANYONE CLAIMING UNDER LICENSEE FOR (A) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; (C) SECURITY BREACHES; OR (D)

ANY MATTER BEYOND WIPFLI'S REASONABLE CONTROL. ANY LIABILITY OF WIPFLI WITH RESPECT TO, ARISING FROM, OUT OF, OR RELATED TO THE PRODUCTS, SERVICES, OR TRANSACTIONS CONTEMPLATED IN THE PRODUCT ORDER OR CHANGE ORDER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO WIPFLI UNDER SUCH PRODUCT ORDER OR CHANGE ORDER.

18. Disputes; Choice of Law. All claims, disputes, and controversies between Licensee and Wipfli arising out of, or related to, this Agreement, the Services, the software or equipment that is the subject of this Agreement, or to the parties respective performance under, interpretation of, the validity of, breach under any of the foregoing, or as to any other rights, duties, or obligations between Licensee and Wipfli, which cannot be resolved in the normal course of business, shall be resolved exclusively in the state and federal courts governing the State of Wisconsin and the parties consent to the exclusive personal jurisdiction and venue of such courts and waive any objection thereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law provisions.
19. Miscellaneous.
- a. The provisions of this Agreement shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either party. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right to enforce such provision at a later time or to enforce any of the other provisions hereof.
- b. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; internet disruptions or unavailability; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.
- c. Licensee may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Wipfli. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.
- d. These terms and conditions of this Agreement, together with the Product Order to which this Agreement is attached, the Product Order's other appendixes, and any applicable Change Orders, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli), understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued to Licensee or the standard printed terms on any purchase order issued by Licensee. No modification, amendment, supplement to, or waiver of the terms and conditions in this Agreement or the Product Order shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of this Agreement, the Product Order and any appendixes, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Product Order shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Product Order shall be given controlling effect.

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