

MASTER PRODUCTS AND SERVICES AGREEMENT

This **Master Services Agreement** ("Agreement") dated as of the date executed by **CDW Limited** ("Effective Date") is by and between ("Service Provider"), with its principal place of business at and CDW Limited incorporated and registered in England and Wales with company number 2465350 whose registered office is at One New Change, London, EC4M 9AF(CDW)

CDW desires to engage Service Provider to provide certain products and/or services to CDW and its Affiliates (collectively referred to herein as "CDW") in connection with products and/or service required by CDW customers; and

Service Provider is willing to provide such products and/or services as set out in this Agreement.

In consideration of the foregoing and the covenants and conditions set forth herein, the Parties mutually agree as follows:

1. DEFINITIONS

1.1 "**Affiliate**" means an entity that controls, is controlled by, or is under common control with, a Party to this Agreement. Control" or "Controlled" in this definition means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

1.2 "**Assets**": all assets and rights required to provide any of the Services in accordance with this agreement including without limitation the Service Provider's equipment but excluding CDW's Assets;

1.3 "**CDW Parties**": means CDW, any Affiliates of CDW, any Customer, any Affiliates of any Customer, any Replacement Supplier and any Affiliates or direct or indirect subcontractors of any Replacement Supplier (and "CDW Party" shall be construed accordingly);

1.3 "**Customer**" means the third party for whose benefit Service Provider is performing or has performed Services pursuant to this Agreement.

1.4 "**Data Protection Legislation**" means laws and regulations that apply in relation to the Processing of Personal Data including (without limitation): (i) the GDPR and the legislation implemented by each relevant Member State in connection with the GDPR; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iv) any replacement or supplemental legislation coming into effect from time to time including (without limitation) any replacement or supplemental legislation implemented by the United Kingdom following the withdrawal of the United Kingdom from the European Union; and (v) any codes of practice or other guidance issued by a Regulatory Authority, (a relevant Member State being a Member State of the European Union whose data protection laws apply for the purposes of Processing carried out pursuant to the Services); **Controller, Data Subject, Personal Data, Processor, Processing**, shall all have the meaning set out in the Data Protection Legislation;

1.5 "**Employment Liabilities**": includes all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, payments pursuant to Court or Tribunal awards or orders and other liabilities (including legal and other professional fees and expenses on an indemnity basis) whenever or howsoever arising or brought;

1.6 "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

1.7 "**Hazmat Products**," are a special subset of Products (and fit within the definition of Products), that are, or contain, "Hazardous Materials" (as defined within the U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R., Parts 100 – 185 (HMR), by the UK Department of Transport, The International Maritime Dangerous Goods (IMDG) code, IATA Dangerous Goods Regulations (DGR) and) the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)) ("HMR").

1.8 "**Party**" means individually, either CDW or Service Provider. "Parties" means both CDW and Service Provider.

1.9 "**Personnel**" means agents, employees or subcontractors engaged or appointed by a Party. If the Service Provider is (i) a sole individual or (ii) a corporation consisting of only one individual, then the term "Personnel" will refer to that individual.

1.10 "**Pre-existing Materials**" means pre-existing proprietary work of authorship that has not been created pursuant to this Agreement or within the scope of a particular Statement of Work.

1.11 "**Products**": any products agreed in the Contract to be bought by the CDW from the Service Provider (including any part or parts of them) including both hardware and software.

1.12 "**Regulatory Requirements**": means in relation to any jurisdiction where the Products are intended to be marketed and/or licensed for use, any and all applicable laws, enactments, orders, regulations and other instruments relating to the design, manufacture, packaging, labelling, storage, handling, marketing, sale, import, export and/or delivery of the Products together with all relevant regulations, codes of practice and guidance imposed by any governmental, regulatory or trade body from time to time.

1.13 "**Replacement Services**" the services to be provided by a Replacement Supplier which services are the same, similar to or equivalent to the Services (or any part thereof);

1.14 "**Replacement Supplier**" any third Party supplier of Replacement Services appointed by CDW (or its Affiliates) or by any End Customer (or its Affiliates) from time to time;

1.15 "**Services**" means the services to be provided by Service Provider as: (i) described generally in this Agreement, (ii) as more particularly described or referenced in each Statement of Work, (iii) described in a standard service description when not provided pursuant to a Statement of Work, or (iv) any other services provided by Service Provider for the benefit of a Customer. For purposes of this Agreement, Services shall specifically exclude any asset disposition services.

1.16 "**Statement of Work**" means a purchase order issued by CDW for the Services or a document, substantially in the form set forth on **Exhibit A**, which is attached hereto, executed by CDW and Service Provider, and which describes Services to be performed for specifically identified Customers on specifically identified projects.

1.17 "**Supplier Party(ies)**": means the Service Provider, any Affiliates of the Service Provider and any direct or indirect subcontractors of any such Party and their Affiliates (and "Supplier Party" shall be construed accordingly);

1.18 "**TUPE**": means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as may be amended, added to, replaced or superseded from time to time.

1.19 "**Transferring Assets**": the assets transferring from the Service Provider to the Replacement Supplier

1.20 "**Transitional Assistance Services**" means the assistance provided by Service Provider in accordance with Section 13.5 following termination of any Statement of Work to facilitate the transfer of the Services to CDW or a Replacement Supplier;

1.21 "**Work Product**" means work or materials to be provided under a Statement of Work, including all inventions, discoveries, methods, processes, formulae, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) that Service Provider creates or discovers in the course of performance of this Agreement that are embodied in such work or materials. Work Product does not include Pre-existing Materials or any work or materials specifically identified in a Statement of Work as being excluded from Work Product.

2. SERVICES, PRODUCTS, SUBCONTRACTING, STATEMENTS OF WORK AND PROCESS

2.1 SERVICES

- 2.1.1 Service Provider will perform the Services as specified in a Statement of Work. Statements of Work hereby incorporate the terms and conditions of this Agreement. Each Statement of Work will constitute a separate agreement with respect to the Services provided under the applicable Statement of Work. In the event of a conflict between any term or condition of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual Statement of Work by specific reference to the amended provision. In addition, from time to time, CDW may request Service Provider's assistance, at no additional cost, to prepare Statements of Work.
- 2.1.2 Changes in the scope of the Services under any Statement of Work shall be made only with the written agreement of both Parties. The Parties shall have no obligation to comply with any change until the Parties have agreed in writing to the scope of the change and any adjustment in the fee and/or time for performance. In the event that a Party agrees to changes with a Customer, and such changes are not agreed to in writing by the other Party, the Party agreeing to such changes shall be responsible for all costs, fees, expenses and liability arising out of such changes.
- 2.1.3 Service Provider shall comply with any service levels described in this Agreement (if any) and any services levels described in a Statement of Work. In addition, Service Provider shall provide qualified technical Personnel to provide the Services in a timely manner. If CDW notifies Service Provider of a Customer's dissatisfaction with any Service Provider Personnel, Service Provider, upon request, shall use commercially reasonable efforts to replace that individual within one (1) business day, but in no event longer than three (3) business days, with another qualified individual. If Service Provider Personnel consists of only one individual, then CDW may terminate the Statement of Work immediately upon notice of Customer's dissatisfaction with Service Provider Personnel. CDW shall have the right to request the services of specific Service Provider Personnel to perform the Services and Service Provider shall use commercially reasonable efforts to make such Personnel available to perform Services for CDW and CDW's Customers.
- 2.1.4 Service Provider agrees to complete all Services and assignments by the dates specified in any Statement of Work.
- 2.1.5 Service Provider may subcontract some or all of the Services, provided: (i) Service Provider obtains CDW's prior written consent which will not be unreasonably withheld; (ii) Service Provider ensures that subcontractors strictly comply with this Agreement and the applicable Statement of Work with respect to any Services performed on Service Provider's behalf, including without limitation, the obligations of Section 6, any applicable service levels, and any quality and customer service standards; (iii) any such subcontractor enters into a nondisclosure agreement with Service Provider containing terms substantially similar to the confidentiality and proprietary information provisions contained herein; and (iv) Service Provider remains responsible for the performance of any such subcontractors.
- 2.1.6 Service Provider represents and warrants to CDW that all Personnel assigned to perform the Services will, at a minimum, have successfully passed a criminal/employment/education background check, the results of which must be certified by Service Provider and such other background check as CDW may reasonably require. Service Provider will retain all background check information for its Personnel for at least three (3) years after such Personnel last provides Services under a Statement of Work and, at CDW's request, will provide such information to CDW. Service Provider will not allow any Personnel not certified by Service Provider as passing the background checks to perform Services under a Statement of Work. In addition, subject to applicable law, no Service Provider Personnel who has been convicted of fraud, theft or similar act of dishonesty, will be eligible to provide Services. Service Provider is responsible for compliance with all applicable laws in connection with the background checks.

2.2 PRODUCTS

- 2.2.1 When CDW wishes to place an order for Products (an “Order”) it shall send a Statement of Work to the Service Provider, which shall contain a unique order reference number (the “Order Reference”). The parties shall use the relevant Order Reference in all correspondence to identify each Order.
- 2.2.2 Each Order shall be deemed to be an offer by CDW to purchase Products subject to this Agreement. The Service Provider shall accept an Order by sending a written confirmation to CDW (an “Order Confirmation”). Acceptance of an Order Form by the Service Provider shall give rise to a separate contract between CDW and the Service Provider for the purchase of the Products specified in the relevant Order Form (each a “Contract”) and shall create fully enforceable obligations on the parties. Where a Contract is for more than one item of product, it shall be regarded as a single Contract for all Products supplied pursuant to that Contract.
- 2.2.3 CDW may amend, vary or cancel any Order or Contract by notifying the Service Provider in writing at any time before the relevant part of the Order is fulfilled, except where additional Products are required, when a new Order will be raised. CDW may cancel or reschedule an order by facsimile, e-mail, or such other means acceptable to CDW. CDW reserves the right to cancel any orders where Supplier has shipped Products to an incorrect delivery location unless Supplier can arrange to re-direct delivery within a specified time directed by CDW.
- 2.2.4 All Products sold by the Service Provider to CDW pursuant to any Contract shall conform in all respects to the specification of the Products agreed in writing between the parties from time to time (the “Specification”). The Service Provider acknowledges that conformity of the Products with the Specification is a fundamental term of any Contract and accordingly CDW shall be entitled to reject any quantity of the Products not in strict accordance with the Specification.
- 2.2.5 The Service Provider represents and warrants to CDW that: (i) it has the right to sell the Products and to pass good title free from any encumbrance to CDW; (ii) all Products supplied by or on behalf of the Service Provider to CDW shall conform with the Specification and with the quality, quantity, description and other particulars stated in the relevant Contract; (iii) all Products supplied by or on behalf of the Service Provider to CDW shall be fit for purpose, of satisfactory quality and shall be free from all defects in materials, quality and workmanship and (iv) all Products supplied by or on behalf of the Service Provider shall be new and legally sourced through the channels authorised by the manufacturers and for the avoidance of doubt shall not be Products not to be sold within the EEA or through channels not authorised by the manufacturer (i.e. shall not be ‘grey market’ or ‘brokered’ Products).
- 2.2.6 For the avoidance of doubt, the conditions set out in 2.2.5 shall apply equally to any repaired or replacement Products supplied by the Service Provider. If any of the Products fail to comply with the provisions of Sections 2.4.5 and 2.2.5 CDW shall be entitled to any one or more of the remedies listed in Section 2.2.15.
- 2.2.7 Service Provider shall provide CDW, at no cost, with all available information relating to the Products, including specifications, part lists, service manuals and instructions. For any Hazmat Products, Service Provider shall, also provide to CDW, at no cost, the following information relating to each Hazmat Product and Hazardous Material contained therein: (i) a Material Safety Data Sheet prepared in accordance with applicable law or a Safety Data Sheet that meets the United Nations Globally Harmonized System of Classification and Labelling of Chemicals; (ii) a basic description of the Hazardous Material; (iii) the Identification Number for the Hazardous Material (e.g. UN3091); (iv) the proper Shipping Name for the Hazardous Material; (v) the Hazard Class of the Hazardous Material; (vi) the Packaging Group of the Hazardous Material; (vii) the total quantity, by mass or volume, of the Hazardous Material; and (viii) for primary and secondary lithium batteries and cells, the Watt-hour rating or lithium content of each battery and/or cell that is contained in, or packaged with, the Hazmat Product. Service Provider shall also provide, at no cost to CDW, marketing support services and training programs for sales and technical support. Service Provider authorises CDW to reproduce all such materials for its internal use without payment of any fees to Service Provider. Service Provider also authorizes CDW to provide repair and maintenance services for all Products sold, and CDW may advertise that it is authorized to provide such services.

- 2.2.8 Service Provider shall be responsible for providing adequate packaging, tagging, labelling, packing, shipping, shipping papers and billing reasonably requested by CDW and/or established by applicable laws, regulations, carrier tariffs and classification.
- 2.2.9 At any time prior to delivery of the Products to CDW, CDW shall have the right to inspect and test the Products. If the results of such inspection or testing indicate that the Products do not conform or are unlikely to conform with the Order or to any Specification, CDW shall inform the Service Provider and the Service Provider shall take such action as is necessary to ensure conformity prior to the due delivery date. CDW shall have the right to retest and inspect the Products prior to delivery.
- 2.2.10 Notwithstanding any such inspection or testing, the Service Provider shall remain fully responsible for the Products until risk passes in accordance with these Conditions. CDW shall not be deemed to have accepted the Products, nor waived its rights of rejection, as a result of carrying out any inspection or testing pursuant to this Section 6.
- 2.2.11 The Products shall be delivered, carriage paid, to CDW's place of business or to such other place of delivery as is agreed by CDW in writing prior to delivery of the Products. The Service Provider shall off-load the Products at its own risk as directed by CDW.
- 2.2.12 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 5 days of the Order. The Service Provider shall invoice CDW upon, but separately from, despatch of the Products to CDW. The Service Provider shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 2.2.13 Time for delivery shall be of the essence.
- 2.2.14 Unless otherwise stipulated by CDW in the Order, deliveries shall only be accepted by CDW in normal business hours.
- 2.2.15 If the Products are not delivered on the due date then, without prejudice to any other rights which it may have, CDW reserves the right to:
- (a) cancel the Contract in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Products which the Service Provider attempts to make;
 - (c) recover from the Service Provider any expenditure reasonably incurred by CDW in obtaining the Products in substitution from another Service Provider; and
 - (d) claim damages for any additional costs, loss or expenses incurred by CDW which are in any way attributable to the Service Provider's failure to deliver the Products on the due date.
- 2.2.16 If the Service Provider requires CDW to return any packaging material to the Service Provider that fact must be clearly stated on any delivery note delivered to CDW and any such packaging material shall only be returned to the Service Provider at the cost of the Service Provider.
- 2.2.17 Where CDW agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Service Provider to deliver any one instalment shall entitle CDW at its option to treat the whole Contract as repudiated.
- 2.2.18 If the Products are delivered to CDW in excess of the quantities ordered CDW shall not be bound to pay for the excess and any excess shall be and shall remain at the Service Provider's risk and shall be returnable at the Service Provider's expense.
- 2.2.19 CDW shall not be deemed to have accepted the Products until it has had 45 days to inspect them following delivery. CDW shall also have the right to reject the Products as though they had not been accepted for 45 days after any latent defect in the Products has become apparent.

- 2.2.20 The Products shall remain at the risk of the Service Provider until delivery to CDW is complete (including off-loading and stacking) when ownership of the Products shall pass to CDW.
- 2.2.21 If Service Provider drop ships Products directly to the Customer, Service Provider must place CDW's logo on the packing slip that is contained within the box in which the Product(s) is/are dropped shipped. Service Provider shall also provide the Customer with information on recycling, return or "take back" programs, as required by all statutes, laws, rules or regulations governing the recycling, return, destruction or disposal of electronic devices ("E-Waste Laws").
- 2.2.22 If Service Provider drop ships directly to Customer any Hazmat Product, Service Provider shall be responsible for complying with all applicable HMR "Pre-Transportation Functions" and Service Provider shall not identify CDW on any "shipping papers" that Service Provider prepares for such Hazmat Products.
- 2.2.23 If Service Provider ships to CDW any Hazmat Product, Service Provider shall be responsible for complying with all applicable HMR "Pre-Transportation Functions" and Service Provider shall not identify CDW as the "shipper", "supplier", "seller", "offeror", or "consigner" (or term of similar meaning) on any "shipping papers" that Supplier prepares for such Hazmat Product(s). CDW may only be identified as the "recipient", "purchaser", or "buyer" (or term of similar meaning).
- 2.2.24 Service Provider shall not identify CDW as a source of "emergency response information" for any Hazmat Products.
- 2.2.25 Service Provider shall at all times comply with the CDW RMA Policy at Exhibit C

2.3 Software

- 2.3.1 Title to all software supplied to CDW under this Agreement shall remain with Service Provider or its licensors and CDW shall acquire no rights to such software, except to the extent CDW acquires the right to use the software as an end-user, in which case it will be bound by the applicable end-user agreement.
- 2.3.2 Service Provider grants to CDW a non-transferable and non-exclusive right to distribute the software products and documentation it obtains under this Agreement to Customers.
- 2.3.4 Any license agreement required by Service Provider in connection with the software products shall be entered into by Service Provider and directly with the Customer.

3. RESALE OF SERVICES

- 3.1 From time to time, CDW may, at its option, request for Service Provider to contract directly with Customer for the Services. This may include projects where Service Provider delivers the Services pursuant to Service Provider's applicable service description or a statement of work ("Resale Model"). Subject to Section 5.1, and as between Customer and CDW, under the Resale Model, CDW will be solely responsible for payment to Service Provider. Under the Resale Model, Service Provider will establish CDW's fees for the Services, but CDW will establish Customer's fees, and will invoice and collect such fees from the Customer accordingly. Under the Resale Model, Service Provider shall: (i) either execute a services contract directly with the Customer or will provide the Services in accordance with Service Provider's applicable service description (each a "Resale Contract"); (ii) shall be responsible for fulfilling the obligations under the Resale Contract; and (iii) ensure that its Personnel perform in accordance with the provisions of the Resale Contract and this Agreement. Service Provider acknowledges that CDW is not party to any Resale Contract and is not responsible to fulfil any obligations under any Resale Contract.
- 3.2 Service Provider shall invoice CDW for all fees under all Resale Contracts upon completion of the Services and CDW's receipt of the Completion of Work Document substantially in the form of **Exhibit B** signed by an authorised representative of Customer. CDW shall pay all undisputed charges due on such invoices within sixty (60) days from the applicable invoice date. However, no payments for any Services will be due to Service Provider

unless: (i) the applicable Services have been performed according to the terms of the Resale Contract; and (ii) receipt by CDW of the Completion of Work Document. All invoices must be properly documented and must be accompanied by as much detail as CDW or Customer, reasonably requests. Payment of invoices will not be deemed acceptance of Services or Work Product, but rather such Services and Work Product shall be subject to inspection, testing, acceptance or rejection in accordance with any acceptance or completion criteria as specified in the relevant Resale Contract.

4. **TUPE**

4.1 The Parties acknowledge and agree that it is not intended that TUPE shall apply to the cessation or reduction of the Services (or any part thereof) or the cessation of any Transitional Assistance Services by any Supplier Party and/or on the termination or expiry (or partial termination) of this Agreement, and any Statement of Work. The Parties further acknowledge and agree that it is not intended that any person's employment should transfer to or become employed by any CDW Party as a result of the cessation or reduction of the Services (or any part thereof) or the cessation of any Transitional Assistance Services by any Supplier Parties and/or on the termination or expiry (or partial termination) of this Agreement, and any Statement of Work.

4.2 Without prejudice to the Parties' intention under Section 4.1 above, if any contract of employment relating to any person(s) has effect, or is alleged or argued to have effect, as if made between the relevant CDW Party and that person(s) as a result of the cessation or reduction of the Services (or any part thereof) or the cessation of any Transitional Assistance Services by any Supplier Party and/or on the termination or expiry (or partial termination) of this Agreement, and any Statement of Work, the relevant CDW Party may, at its sole discretion, on becoming aware of that effect or alleged or argued effect:

4.2.1. require the Service Provider, within 14 days of the Service Provider becoming aware of any finding, allegation or argument that any contract of employment of any such person(s) has effect (or is alleged or argued to have effect) as if made between the relevant CDW Party and such person to offer (or procure that any Supplier Party offers) to employ such person(s) on the same terms as they enjoyed immediately prior to their employment (or alleged or argued employment) with the relevant CDW Party; and

4.2.2. if an offer is not made within the 14 days period detailed in sub-section 4.2.1 above or if an offer is made but not accepted within that 14 day period, the relevant CDW Party may terminate the contract of employment of such person(s).

4.3 If the relevant CDW Party terminates the contract of employment of such person(s) in accordance with Section 4.2.2 above, the Service Provider will indemnify all the CDW Parties against (and shall pay an amount equal to) any Employment Liabilities incurred by any CDW Party arising out of or in connection with:

4.3.1 such termination of employment;

4.3.2 any failure under TUPE to inform and consult with any such person(s) (or in respect of any such person(s), including (without limitation) with any appropriate representatives of such person(s), works councils or employee representative bodies);

4.3.3 any sum payable to or in respect of such person(s) prior to or in respect of the period prior to termination of employment or alleged or argued employment; and

4.3.4 any liabilities that transfer or are alleged to transfer to any CDW Party, under TUPE or otherwise and any act, omission, fault or any event, matter or circumstance occurring or having its origin before the date of transfer, alleged or argued transfer or commencement of employment with the relevant CDW Party;

provided always that notice to terminate employment is served by the relevant CDW Party within three (3) months of the date that the relevant CDW Party becomes aware of the transfer or alleged or argued transfer.

4.4 The Service Provider will indemnify all the CDW Parties against (and shall pay an amount equal to) any Employment Liabilities incurred by any CDW Party arising out of or in connection with:

- 4.4.1 any termination of employment by any Supplier Party, at any time, of any employee of any Supplier Party; and
- 4.4.2 any claim by any person(s) (or their representatives) who accepts an offer of employment in accordance with Section 4.2.1 above.

5. PAYMENT, TAXES AND RECORDS

- 5.1 The price of the Products shall unless otherwise agreed in writing by CDW shall be exclusive of value added tax but inclusive of all other charges. No variation in the price nor extra charges shall be accepted by CDW. Service Provider will invoice CDW for the fees for the Services (i) upon completion of the Services and CDW's receipt of the Completion of Work Document, substantially in the form of **Exhibit B**, or (ii) as otherwise set forth in the Statement of Work. Such fees will be (a) as set forth on the applicable Statement of Work; (b) as set forth on the purchase order CDW issues to Service Provider pursuant to the Resale Model; or (c) as otherwise agreed to by the Parties. CDW shall pay all undisputed charges due on such invoices within sixty (60) days from the applicable invoice date. CDW, or any of its Affiliates on behalf of CDW, may issue a Statement of Work and make payment to Service Provider under this Agreement. To the extent that a CDW Affiliate issues a Statement of Work with Service Provider under this Agreement, such Statement of Work shall be governed by the terms and conditions of this Agreement. The applicable terms of this Agreement shall apply to such Statement of Work and, with respect to such Statement of Work, applicable references in this Agreement to "CDW" shall be deemed to be references to such Affiliate.
- 5.2 CDW shall have no obligation to reimburse Service Provider for any out-of-pocket expenses incurred unless specifically identified in a Statement of Work or otherwise approved in writing in advance by CDW. Any reimbursement shall be limited to the actual cost incurred. Service Provider shall provide reasonable documentation of all such expenses with its invoice.
- 5.3 Unless CDW has issued a resale exemption certificate, CDW shall be responsible for all taxes incurred in connection with the Services, except for taxes based on Service Provider's net income and excluding penalties and interest due to the fault of Service Provider. CDW shall be responsible for collecting taxes from Customer and remitting to the applicable taxing authority.
- 5.4 If requested by CDW, Service Provider shall provide CDW with Service Provider's latest audited annual financial statements and Service Provider's quarterly financial statements. If CDW so requests such information, Service Provider shall provide its annual audited financial statements within thirty (30) days of the auditor's report and the quarterly statements no later than sixty (60) days after the end of each calendar quarter.
- 5.5 During the term of this Agreement and for a period of seven (7) years after final invoice, Service Provider shall maintain records of all transactions relating to the Services including, but not limited to, time records, books, documents, accounting procedures and practices and other data, third party contracts, invoices, receipts, and any other supporting evidence reasonably necessary to audit Service Provider's charges under this Agreement. Records relating to appeals under a dispute clause or to litigation or the settlement of claims arising under or relating to this Agreement shall be made available until such appeals, litigation or claims are finally resolved. Records shall be available, on reasonable notice at reasonable times, for inspection, audit and reproduction by CDW, Customers, or any Customer authorized auditors, at Service Provider's offices during regular business hours.
- 5.6 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under Section 5.4 and 5.5, unless the audit identifies:
 - a) any breach by the Service Provider, in which case the Service Provider shall reimburse CDW for all its reasonable costs incurred in the course of the audit;
 - b) that the Service Provider has failed to perform its obligations under this Agreement, then without prejudice to the other rights and remedies of CDW, the Service Provider shall take the necessary steps to comply with its obligations at no additional cost to CDW;
 - c) that CDW has overpaid any charges, the Service Provider shall pay to the CDW the amount overpaid within 2 days from the date of receipt of an invoice or notice to do so.

6. PROPRIETARY RIGHTS AND INFRINGEMENT INDEMNIFICATION

- 6.1 At CDW's request at any time, or upon the termination of this Agreement or the termination or expiration of any Statement of Work, Service Provider shall immediately provide to CDW the then-current version of any Work Product in Service Provider's possession or control related to this Agreement or such Statement of Work, as the case may be.
- 6.2 Except as the Parties may expressly agree under a Statement of Work, CDW and Service Provider agree that all Work Product and all rights to the Work Product, including the copyright, shall be owned by CDW and transferable to its Affiliates and Customers. To the extent that Service Provider has any other rights in such Work Product, Service Provider hereby assigns all of its right, title, and interest, including the copyright, to CDW. Service Provider shall take all action reasonably requested by CDW to evidence CDW's right, title, and interest in the Work Product. To the extent that any Work Product is created by subcontractors on Service Provider's behalf, Service Provider shall enter into appropriate agreements with each such subcontractor in order to secure all rights in the Work Product for CDW.
- 6.3 Service Provider will not include any Service Provider Pre-existing Materials in any Work Product unless such Pre-existing Materials are identified in the relevant Statement of Work. To the extent Pre-existing Materials are included in the Work Product, Service Provider grants CDW a nonexclusive, transferable worldwide, perpetual, irrevocable, paid-up, license to prepare and have prepared derivative works of such Pre-existing Materials and to use, have used, execute, reproduce, transmit, display, perform, transfer, distribute, assign and sublicense such Pre-existing Materials or their derivative works.
- 6.4 Service Provider shall defend CDW, and its Customers and their respective directors, officers, employees, agents ("Indemnitee(s)") from and against any claims, demands, actions, lawsuits, and proceedings, at any time asserted or made against an Indemnitee (each, a "Claim"), and shall indemnify and hold CDW and any other Indemnitee harmless, without limitation, from and against any loss, damage, cost, and expense (including reasonable legal fees and court costs) to the extent that such action is based upon a Claim that:
- (b) the manufacture or supply of the Products infringes or allegedly infringes any intellectual property rights of a third party caused by their use; and
 - (c) any Service, Work Product or Service Provider Pre-existing Materials infringe a patent, copyright, trade secret, confidential information or other proprietary right of any third party.

The Indemnitee, at its expense, may participate in the defence of any such Claim through the Indemnitee's own counsel. In addition to the foregoing, if the Service, Work Product or Pre-existing Materials become the subject of a Claim of infringement the Service Provider will either (a) procure for the Indemnitee the right to continue to use or provide such Services, Work Product or Pre-existing Materials, or (b) replace or modify the Services, Work Product or Pre-existing Materials to make them non-infringing but functionally equivalent. The Indemnitee shall promptly notify Service Provider in writing of the Claim (provided, however, the Indemnitee's failure to provide prompt notice will relieve Service Provider of its obligations only if and to the extent that Service Provider is materially prejudiced by such delay) and allow Service Provider to defend or settle such Claim. The Indemnitee will provide Service Provider with all reasonable assistance in defending or settling such Claim, at Service Provider's expense. Service Provider shall not settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnitee. The preceding sets forth Service Provider's sole obligation and the Indemnitee's sole and exclusive remedy with respect to such infringement.

7. SERVICES WARRANTIES AND DISCLAIMERS

- 7.1 Service Provider warrants that the Products shall, comply with all relevant Regulatory Requirements. Service Provider shall notify CDW immediately on becoming aware of any actual, suspected or threatened breach of this Section 7.1. Service Provider shall comply with the procedures and requirements set out in the Service Provider's Operations Manual or Service Provider's Information Pack (as applicable) provided to the Service Provider or which can be accessed on the website www.CDW.co.uk from time to time. If a product recall is required by relevant

Regulatory Requirements or is deemed necessary by CDW, the Service Provider shall promptly provide CDW with all necessary assistance to enable the product Recall to be conducted efficiently and with due urgency and, where the product recall results from any breach by the Service Provider of its obligations under the relevant Contract, the Service Provider shall indemnify CDW (and its Affiliates) against any loss, cost, claim, damage or expense which CDW (and/or any of its Affiliates) may suffer or incur arising out of or in connection with any such product recall.

7.2 Service Provider represents and warrants that (a) the Services it performs will be performed in a professional and workmanlike manner and in accordance with this Agreement, any Statement of Work, and any Resale Contract; (b) it will perform the Services in compliance with all applicable law and (c) its Personnel assigned to perform the Services will at all times strictly comply with the Customer's security rules and regulations and any other rules governing access to Customer's premises.

7.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, EXCEPT AS SPECIFIED IN ANY APPLICABLE STATEMENT OF WORK OR RESALE CONTRACT, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

7.4 This Agreement constitutes a nonexclusive relationship. Nothing in this Agreement shall obligate CDW to order or obtain any specific or minimum quantity or value of Services under this Agreement. The sole obligation of the Parties to order, obtain, or provide any Services shall be limited to the Services specified in Statements of Work or Resale Contracts. Further, nothing in this Agreement shall prohibit or restrict CDW from acquiring or reselling services from third parties that are similar to or competitive with the Services.

7.5 If the Services or Work Products do not comply with the specifications set forth in or incorporated into this Agreement, an applicable Statement of Work, or Resale Contract, Service Provider will re-perform the Services and cure the Work Product, without charge and in a timely manner, but in no event longer than ten (10) days after receipt of notice from CDW.

8. PROPRIETARY INFORMATION

8.1 Each Party anticipates that it may be necessary to provide access to information of a confidential or proprietary nature of such Party, including its Affiliates, or a Customer (hereinafter referred to as "Proprietary Information") to the other Party in the performance of this Agreement, and Statements of Work. "Proprietary Information" will mean any information or data in oral and/or in written form which the receiving Party knows or has reason to know is Proprietary Information and which is disclosed by a Party in connection with this Agreement, and Statements of Work or which the receiving Party may have access to in connection with this Agreement, including but not limited to a Party's client lists, business plans and the pricing of its Products and Services. To the extent practicable, the Proprietary Information shall be clearly identified or labelled as such at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Proprietary Information shall not be evidence that such information is not proprietary or protectable. As between CDW and Service Provider, all information pertaining to or received from a Customer shall constitute CDW's Proprietary Information whether identified or labelled as such.

8.2 Each Party agrees that it will keep the other Party's Proprietary Information confidential in the same manner as it holds its own Proprietary Information of like kind, but in any case, by the use of at least reasonable care. Disclosures of Proprietary Information shall be restricted to those individuals who are participating in the performance of this Agreement. Each Party shall return all such Proprietary Information of the other upon request of the other Party or upon the termination of this Agreement or Resale Contract, as applicable.

8.3 Neither Party shall reproduce, disclose, or use Proprietary Information of the other Party except as follows:

- (a) Proprietary Information furnished by either Party may be used by the other Party in performing obligations under this Agreement.
- (b) Proprietary Information furnished by either Party may be used in accordance with written authorization received from the disclosing Party.

The limitation on reproduction, disclosure, and use of Proprietary Information shall not apply to, and neither Party shall be liable for, reproduction, disclosure, or use of Proprietary Information of the other Party to the extent such information:

- (i) becomes known to the public from a source other than the receiving Party;
- (ii) was known to the receiving Party, or becomes known to the receiving Party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing Party with respect to the applicable information; or
- (iii) is independently developed by Personnel of the receiving Party who have not had access to such information. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Proprietary Information, the receiving Party shall (so far as lawfully permitted) give the disclosing Party prompt notice of such request so that disclosing Party may seek an appropriate protective order or similar protective measure. Upon the disclosing Party's written request the receiving Party shall, at the disclosing Party's expense, cooperate with the disclosing Party in seeking such order or similar protective measure. If the receiving Party is nonetheless compelled to disclose the Proprietary Information, the receiving Party shall disclose only that portion of the Proprietary Information, which the receiving Party is legally required to disclose.

8.4 Neither the signing of this Agreement nor the furnishing of any Proprietary Information by either Party to the other shall be construed as granting the other Party expressly, by implication, by estoppel or otherwise, any license under any invention, patent, trademark, copyright or other proprietary right now or hereafter owned or controlled by the Party disclosing and furnishing same.

8.5 Either Party's failure to fulfil the obligations and conditions with respect to any use, disclosure, publication, release, or dissemination to any third person of the other Party's Proprietary Information or breach of any restrictions or obligations of any licenses granted by the other Party, constitutes a material breach of this Agreement. In that event, the aggrieved Party may, at its option and in addition to any other remedies that it may have, immediately terminate this Agreement, its obligations and any rights or licenses by providing written notice of the same to the other Party. In addition to any other remedies it may have, the aggrieved Party has the right to demand the immediate return of all copies of Proprietary Information provided to the other Party under this Agreement. The Parties recognize that disclosure of Proprietary Information in violation of this Agreement may result in irreparable harm. Each Party shall have the right to injunctive relief in the event of a violation of this Agreement.

8.6 The provisions of this Section 8 shall survive the termination or expiration of this Agreement and any Statement of Work.

9. **DATA PROTECTION**

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, where the Service Provider is processing Personal Data as a Data Processor CDW is the controller and the Service Provider is the processor. The Parties shall set out in the Statement of Work the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of personal data and categories of data subject.

9.3 CDW will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Service Provider for the duration and purposes of this agreement.

9.4 The Service Provider shall, in relation to any personal data processed in connection with the performance by the Service Provider of its obligations under this Agreement and any Statement of Work:

- (a) process that personal data only on the documented written instructions of CDW unless the Service Provider is required by applicable laws to otherwise process that personal data. Where the Service Provider is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Service Provider shall promptly notify CDW of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Service Provider from so notifying CDW;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by CDW, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the UK or the European Economic Area including processing personal data on equipment situated outside of the UK or the European Economic Area unless the parties have entered into any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (Amended Terms). Such Amended Terms shall apply in respect of such matters which are within the scope of the Amended Terms.
- (e) assist CDW, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify CDW without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of CDW, delete or return personal data and copies thereof to CDW on termination or expiry of the agreement unless required by applicable law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Section 9 and allow for audits by CDW or CDW designated auditor of such records and information and immediately inform CDW if, in the opinion of the Service Provider, an instruction infringes the Data Protection Legislation.

9.5 CDW does not consent to the Service Provider appointing any third party processor of personal data under this agreement.

9.6 Either party may, at any time on not less than 30 days' notice, revise this Section 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

10. CDW TRADEMARKS

As between the Parties, CDW trade names, trademarks, service marks, and logos ("CDW Trademarks") are and shall remain the property of CDW. Service Provider may not use the

CDW Trademarks without CDW's prior written consent. Any authorised use by Service Provider of the CDW Trademarks shall comply with CDW's written instructions for their use.

11. ANTI-BRIBERY AND ANTI-CORRUPTION

11.1. The Service Provider shall perform its duties under this Agreement in accordance with applicable laws, rules, regulations or ordinances, including complying with all applicable anti-corruption laws, including the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act ("FCPA"), and all comparable laws in CDW's local country. The Service Provider shall not retaliate against CDW if, in good faith, CDW has reported a possible violation of this Section or refused to participate in activities that violate this Section.

11.2. Breach of this Section 11.1 shall be deemed to be a material breach under this Agreement

12. TERM

12.1 The term of this Agreement is effective upon the Effective Date and continues in effect for one (1) year. Thereafter, the Agreement will automatically renew for one (1) year terms, unless either Party gives ninety (90) days written notice of its desire not to renew prior to the expiration of the initial term or any renewal term.

12.2 The term of each Statement of Work begins upon execution by both Parties and continues through the term as specified in such Statement of Work regardless of whether the term of such Statement of Work extends beyond the expiration or termination of this Agreement. With respect to Services under any Statement of Work, the performance of which extends beyond the termination or expiration of this Agreement, the provisions of this Agreement will survive the expiration or termination of this Agreement and continue in effect for the purposes of the performance of such Services. Service Provider shall have no right to terminate a Statement of Work and the performance of the Services by terminating this Agreement.

13. TERMINATION

13.1 Either Party may terminate this Agreement or a Statement of Work for:

- (i) a material breach of this Agreement or the applicable Statement of Work by the other Party which is not cured within thirty (30) days after receipt by such Party of written notice describing the breach;
- (ii) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (iii) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party;
- (iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party;
- (iv) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (v) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (vi) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other party;
 - (vii) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (viii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13.2. No such termination of the Agreement shall terminate any pending or existing Statement of Work or Resale Contract.
- 13.3 CDW may terminate a Statement of Work (i) immediately upon failure of CDW to consummate a contract with the Customer for the applicable Services; (ii) upon termination of the portion of CDW's contract with the Customer pertaining to the Services; (iii) for Service Provider's unsatisfactory performance under a Statement of Work; (iv) change of control of the Service Provider within the meaning of section 1124 of the Corporation Tax Act 2010 (v) for convenience, upon written notice to Service Provider; or (vi) upon mutual agreement.
- 13.4 Upon termination of a Statement of Work, in accordance with CDW's written direction, Service Provider will immediately:
- (a) cease work;
 - (b) prepare and submit to CDW an itemisation of all completed and partially completed Work Product and Services;
 - (c) deliver to CDW, Work Product satisfactorily completed up to the date of termination at the agreed upon prices in the relevant Statement of Work; and
 - (d) deliver upon request any work in process.
- 13.5 On termination or expiry of this Agreement or any Statement of Work for any reason the Service Provider shall provide the Transitional Assistance Services to CDW in accordance with the respective obligations set out under this Section 13.5 The Service Provider shall co-operate with CDW and/or the Replacement Supplier to the extent reasonably required to facilitate the smooth migration of the Services from the Service Provider to CDW and/or the Replacement Supplier. CDW shall be entitled to require the provision of Transitional Assistance Services by sending the Service Provider a notice to that effect (Transitional Assistance Notice) at any time prior to termination or expiry. The Transitional Assistance Notice shall specify:
- a the date from which Transitional Assistance Services are required;
 - b the nature and extent of the Transitional Assistance Services required; and
 - c the period during which it is anticipated that Transitional Assistance Services will be required (Transitional Period).
- 13.5.1 CDW shall have an option to extend the Transitional Period beyond the period specified in the Transitional Assistance Notice by written notice to the Service Provider.
- 13.5.2 CDW shall have the right to terminate its requirement for Transitional Assistance Services by serving not less than 20 days' notice upon the Service Provider to such effect.
- 13.5.3 The Transitional Assistance Services shall be provided in good faith and in accordance with Best Industry Practice.
- 13.5.4 The Service Provider shall continue to provide the Services (or the relevant part of them) during the Transitional Period in accordance with the Statement of Work.
- 13.5.5 The Service Provider shall sell the Transferring Assets to CDW or the Replacement Supplier (as determined by CDW), with effect from the end of the Termination Period. CDW or the Replacement Supplier shall acquire the Transferring Assets at an agreed price.

13.5.6 CDW shall, or shall procure that the Replacement Supplier shall, pay to the Service Provider the price determined in accordance with Section 13.5.5 for the Transferring Assets; and/or for the continued use of the Assets.

14. INDEMNIFICATION, RISK OF LOSS, AND INSURANCE

- 14.1 Service Provider shall defend the Indemnitees from and against any Claims and shall indemnify and hold CDW and any other Indemnitee harmless, without limitation, from and against any loss, damage, cost and expense (including reasonable legal fees and court costs), which they may suffer or incur arising out of (a) the Products containing any defective workmanship, quality or materials; (b) Service Provider's performance of the Services, specifically including Services performed under a Resale Contract; (c) Service Provider's breach of Section 8 herein; or (d) bodily injury or death of any person or damage to property arising from the acts or omissions of Service Provider or Service Provider Personnel in connection with the Products and/or the performance of the Services. If required by a Customer, Service Provider shall post a performance bond.
- 14.2 The Indemnitee shall promptly notify Service Provider in writing of the Claim (provided, however, the Indemnitee's failure to provide prompt notice will relieve Service Provider of its obligations only if and to the extent that Service Provider is materially prejudiced by such delay) and allow Service Provider to defend or settle such Claim. The Indemnitee will provide Service Provider with all reasonable assistance in defending or settling such Claim, at Service Provider's expense. Service Provider shall not settle any Claim that involves a remedy other than the payment of money without the prior consent CDW.
- 14.3 Service Provider shall assume the risk of loss for any CDW property in its care, custody and/or control.
- 14.4 Service Provider shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this agreement:
- (a) a public liability insurance policy with a limit of at least £5,000,000 million per claim;
 - (b) a professional indemnity insurance policy with a limit of at least £5,000,000 million per claim;
 - (c) employer's liability insurance with a limit of at least £10,000,000 for claims arising from a single event or series of related events in a single calendar year; and
 - (d) product liability insurance with a limit of at least £5,000,000 million for claims arising from a single event or series of related events in a single calendar year.
- 14.5 The Service Provider shall ensure that the CDW's interest is noted on each insurance policy, or that a generic interest clause has been included. At the written request of CDW, the Service Provider shall provide CDW with a copy of each insurance policy. On the renewal of each policy, the Service Provider shall promptly send a copy of the receipt of the premium paid by the Service Provider to CDW.
- 14.6 The Service Provider shall, during the term of this agreement, and for a period of one year after that:
- (a) administer the insurance policies and the Service Provider's relationship with its insurers at all times to preserve the benefits for CDW set out in this Agreement;
 - (b) do nothing to invalidate any insurance policy or to prejudice CDW's entitlement under those policies; and
 - (c) procure that the terms of such policies are not altered in such a way as to diminish the benefit of the policies for CDW which are provided as at the Effective Date.

15. LIMITATION OF LIABILITY

- 15.1 EXCEPT FOR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.2 The rights and remedies provided in this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available to CDW at law or in equity.

15.3 In the event of any dispute hereunder regarding any payment or relating to the performance of Services or otherwise, such dispute shall not be sufficient cause for Service Provider to delay, cancel or refuse any existing or new Statement of Work.

16. GENERAL REPRESENTATIONS AND WARRANTIES

16.1 Service Provider makes the following ongoing representations and warranties:

- (a) it has the right, power, and authority to enter into this Agreement and its performance of this Agreement and the Statement of Work and will comply with any law, regulation, or ordinance, binding on it or to which it is or becomes subject;
- (b) neither Service Provider nor any of its principals (i) is presently or has been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Government or public institution; (ii) is or has been within the last three (3) years, convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a government contract or subcontract; violation of any applicable law relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property; or (iii) has been and are not presently indicted for, or otherwise criminally or civilly charged with commission of, any of these offenses;
- (c) the Services and the Work Product do not and will not infringe any privacy, publicity, reputation, or intellectual property right of a third party; and
- (d) it will comply with all applicable data privacy laws and regulations, will implement and maintain appropriate technical and other protections for the personal data, will report any breaches of protection of personal data, and will cooperate fully with CDW's requests for access to, correction of, and destruction of personal data in Service Provider's possession.
- (e) that it will not participate in any unethical conduct as defined in CDW's standards of business ethics and conduct as published from time to time at www.cdw.com ("CDW Code of Conduct") and shall comply with CDW's Code of Conduct and statement on modern slavery at <https://www.uk.cdw.com/site-tools/slavery-statement/>

16.2 CDW represents and warrants that it has the right, authority, and power to enter into this Agreement and its performance of this Agreement and the Statement of Work, and will comply with any law, regulation, or ordinance to which it is or becomes subject.

16.3 Service Provider represents and warrants to CDW that any Personnel providing Services through Service Provider are either bona fide employees or independent contractors of Service Provider. Service Provider will defend, indemnify and hold CDW and its Customers (as applicable) harmless from any claim or obligation imposed on CDW or Customers to pay any withholding taxes, social security, unemployment or disability insurance or similar items, including interest and penalties thereon and cost related thereto (including but not limited to legal fees), arising from a breach of this representation and warranty. For the avoidance of doubt, Service Provider and its Personnel are not employees of CDW and none of the benefits CDW provides to its employees are available to Service Provider's Personnel.

17. CONDUCT OF THE PARTIES

17.1 CDW assumes no liability or responsibility for Service Provider Personnel. Service Provider will:

- (a) ensure it and Service Provider Personnel are in compliance with all laws, regulations, ordinances, and licensing requirements, including implementing a comprehensive information security program in compliance with all applicable laws;
- (b) be responsible for the supervision, control, compensation, withholdings, health and safety of Service Provider Personnel;
- (c) inform CDW if a former employee of CDW will be assigned work under this Agreement, such assignment is subject to CDW approval;
- (d) ensure Service Provider Personnel performing Services on CDW's or Customer's premises comply with applicable security policies and procedures;
- (e) comply with the requirements of the immigration law when hiring employees
- (f) neither receive nor give any gifts or gratuities, nor participate in any other unethical conduct as defined in CDW's standards of business ethics and conduct as published from time to time at www.CDW.com.

If, at any time, Service Provider is in violation of the foregoing covenants, CDW may immediately terminate this Agreement or any Statement of Work upon written notice to Service Provider.

17.2 Service Provider agrees that it will not:

- (a) For a period of one (1) year after the termination of the applicable Statement of Work or any request by CDW for a quote or draft Statement of Work, utilize any business relationships cultivated with Customer during previous projects performed on CDW's behalf or utilize any information obtained during any such project to solicit or accept orders from Customers to provide any hardware, software or services that CDW offers either directly or through a third party. The foregoing limitation will not apply to any pre-existing customers of Service Provider which Service Provider identifies in a Statement of Work; and
- (b) during the term of this Agreement, as a prime contractor or subcontractor, seek to do business without CDW, by submitting a proposal, responding to a Request for Proposal or otherwise, in connection with a lead supplied by CDW (collectively, a "Lead"), unless Service Provider can demonstrate to CDW's satisfaction that it knew of the Lead prior to CDW communicating such Lead to Service Provider

If Service Provider breaches either of the foregoing provisions, and the Parties, after a good faith effort are unable to resolve the breach to the reasonable satisfaction of CDW, then CDW may charge the Service Provider, and the Service Provider agrees to pay CDW two (2) times the revenue associated with the applicable order, as liquidated damages and not as a penalty.

17.3 Service Provider agrees that it and its Personnel assigned to perform Services:

- (a) will not conduct any non-CDW related business activities (such as interviews, hirings, dismissals or personal solicitations) on CDW's or Customer's premises; and
- (b) will not send or receive non-CDW related mail through CDW's or Customers' mail systems.

17.4 Service Provider agrees that during the term of a Statement of Work and for a period of six (6) months thereafter, Service Provider shall not knowingly solicit for employment any CDW employee directly involved in such Statement of Work. The foregoing will not prevent solicitations of any CDW employee if such employee (i) leaves the employment of CDW, (ii) initiates discussions with Service Provider concerning possible employment, or (iii) written consent to solicit and hire a specific CDW employee is provided by CDW

to Service Provider. The phrase “solicit for employment” shall not be deemed to include general solicitations of employment (whether through advertisements, recruiting firms or other means) not specifically directed toward employees of CDW.

18. ASSIGNMENT

Neither this Agreement nor any Statement of Work nor any of the rights or obligations thereunder may be assigned, delegated, or otherwise transferred by either Party, in whole or in part, without the other Party's prior written consent, except that CDW shall have the right to assign this Agreement and/or any Statement of Work to any of its Affiliates or in connection with a reorganization, merger or the sale of all or substantially all of its assets or stock.

19. ESCALATION PROCEDURE

Any claim or controversy related to or arising out of this agreement whether in contract or in tort, other than matters pertaining to proprietary information or proprietary rights or infringements thereof ("Dispute"), will be resolved according to the following process, which either party may start by delivering a written notice to the other Party's designated representative describing the dispute and the amount involved ("Demand"). Within three (3) business days after receipt of a Demand, the designated representatives from each Party will meet at a mutually agreed upon time and place to try to resolve the Dispute. The parties shall conduct such negotiation on a confidential basis. If the Dispute remains unresolved for three (3) business days after such meeting, either Party may escalate the dispute by sending notice to the other Party's senior management. If senior management from both parties cannot resolve the Dispute within three (3) business days after receipt of such written notice either Party may pursue any other available remedies.

20. THIRD PARTY RIGHTS

- 20.1. Service Provider acknowledges and agrees that a Customer is a third party beneficiary under this Agreement.
- 20.2. Subject to Section 20.1, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 20.3. CDW and Service Provider may vary, terminate or rescind this Agreement without the consent of any CDW or Service Provider Affiliate.
- 20.4. CDW may pass on the benefit of any indemnity or other provision obtained from the Service Provider in this Agreement to any other CDW Party each of which may enforce directly any indemnity or other provision set out in this Agreement which is for its benefit by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 20.5. The Service Provider recognises that losses may be suffered by any CDW Party and not by CDW itself but nevertheless, the Service Provider will not use this as a reason for not complying with the indemnity and other provisions in this Agreement

21. MISCELLANEOUS

- 21.1 Any notice, request or other communication under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail, or one (1) day after such notice is sent by overnight courier or facsimile transmission followed by hard copy, addressed as set forth below. The Parties agree that electronic signatures (or copies of signatures sent via electronic means) are equivalent of written and signed documents.

Service Provider

CDW Limited

Address

Address

Attn: _____

Email: _____

Attn: Company Secretary
CDW Limited
One New Change
London EC4M 9AF

With a copy to:

With a courtesy copy to:
CDW Limited
One New Change
London EC4M 9AF
Email: legal@uk.cdw.com

- 21.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.3 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 21.4 Headings are for convenience only and will not be used to interpret the terms of this Agreement.
- 21.5 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
- 21.6 This Agreement, including its Statement of Work and Exhibits, constitutes the entire understanding and agreement of and between the Parties regarding the subject matter, and supersedes any prior or contemporaneous representations and agreements, verbal or written. This Agreement may not be modified, except in writing, executed by an authorised representative of each Party.
- 21.7 The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20 and 21 and any other provision which, by its nature should survive termination or expiration of this Agreement or any Statement of Work, will so survive.
- 21.8 This Agreement and the Statements of Work are not intended to constitute or create an agency, a joint venture, partnership, or formal business organization of any kind. Except as specifically set forth herein, neither Party will have authority to control the activities or operations of, or contractually bind or commit the other. The status of the Parties with respect to one another is that of independent contractors. Nothing in this Agreement will be construed as providing for the sharing of profits or losses, except as may be agreed upon in writing by the Parties.
- 21.9 Neither Party, at any time during or after the term of this Agreement, without the prior express written consent of the other in each instance shall issue, publish, or arrange for any press release of any kind or nature whatsoever, which involves the use of, or contains any reference to any trademark or service mark, trade or service name, or logo of the other Party.
- 21.10 Pre-printed terms on a Party's purchase order or order acknowledgement form will be in no force or effect.

21.11 No delay or omission by either Party in enforcing any right under this Agreement will operate as a waiver of that right or any other right. A waiver of consent given by a Party on any one occasion is effective only on that occasion and will not act as a bar or waiver of any right on any other occasion.

21.12 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute duplicate original, but all the counterparts shall together constitute the one agreement.

21.13 No counterpart shall be effective until each Party has executed at least one counterpart.

This Agreement has been entered into on the date stated at the beginning of it.

IMPORTANT: The parties acknowledge, agree and accept that by signing in the box below that: (i) they have read the terms and conditions, that they fully understand them and that they agree to be bound by them; (ii) this agreement shall be deemed to be made in writing; and (iii) where the parties are signing by way of electronic signature they affirmatively agree to (i) and (ii) which shall be fully and legally binding.

CDW Limited		Service Provider:	
By:		By:	
Name:		Name:	
Title:	Director	Title:	
	(Authorised Signatory)		(Authorised Signatory)
Date:		Date:	

EXHIBIT A

The following is the SAMPLE Statement of Work (SOW) as it may be updated from time to time by Buyer, taken by all Statements of Work executed under this Agreement:

STATEMENT OF WORK

Project Name:		Sales Contact:
Customer Name:		
Provider Name:		
CDW Affiliate:		Solution Architect:
Effective Date:		
Version:		

This statement of work ("Statement of Work" or "SOW") is made and entered into this [Date] (the "Effective Date") by and between the undersigned, CDW Limited ("Buyer") and Service Provider ("Provider", "Seller" and "we"). Services performed by Provider hereunder may benefit. ("Customer"), a customer of Buyer or of Buyer's Affiliate.

PROJECT DESCRIPTION

PROJECT SCOPE

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format

PROJECT SCHEDULING

TOTAL FEES

SERVICES FEES

EXPENSES

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

Location(s)	Service(s)

	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input type="checkbox"/> Custom Work
--	---	---	---

PROJECT-SPECIFIC TERMS

1. Provider will follow all applicable Buyer and Customer safety and security rules and procedures.
2. Provider will secure and maintain the confidentiality of all Buyer and Customer personnel information.
3. Buyer and Customer are not responsible for lost or stolen equipment.
4. Buyer has the right to terminate this SOW upon notice to Provider.
5. No Provider Pre-Existing Materials are included in any Work Product unless identified as such in the SOW.
6. Provider will use the following subcontractor(s) to perform Services under this SOW:

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears, and will communicate that person’s name and information to the other Party’s Contact Person. The Customer also may appoint a contact person (“**Customer Contact Person**”), and both the Buyer Contact Person and any such Customer Contact Person are authorized to approve materials and Services provided by Provider. The Buyer and Provider Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

EMPLOYEE DRUG AND CRIMINAL BACKGROUND SCREENING

Provider represents and warrants to Buyer that all personnel assigned to perform the Services will, at a minimum, have successfully passed: (i) a five (5) panel drug screen, the results of which must be certified by Provider; and (ii) a criminal/employment/education background check, the results of which must be certified by Provider.

PAYMENT TERMS

[One or the other of the following two paragraphs will be deleted, depending on the project, as will this note.]

Upon Provider’s completion of Services hereunder and Buyer’s receipt of the applicable Completion of Work Document signed by an authorized representative of Customer, Provider shall invoice Buyer for all fees and costs applicable to the Services, supporting each invoice with proper documentation in as much detail as Buyer reasonably requests (“**Invoicing Procedures**”). Out-of-pocket expenses identified in the Statement of Work must be submitted for payment no more than sixty (60) days after completion of Services or such payment may be denied.

OR

By 8 a.m. each Monday, Provider will submit for the immediately preceding week either via e-mail or directly into Buyer’s time tracking system, as directed by Buyer, both Buyer-formatted timesheets (“**Timesheets**”) and fully itemized expense receipts (“**Receipts**”), and no less frequently than once per month, Provider shall invoice Buyer for all fees and costs due since the previous invoice, if any, supporting each invoice with proper documentation, including the Timesheets and Receipts, in as much detail as Buyer reasonably requests

(“**Invoicing Procedures**”). Out-of-pocket expenses identified in the Statement of Work must be submitted for payment no more than sixty (60) days after their occurrence or such payment may be denied.

Buyer will pay each undisputed invoice within sixty (60) days from the invoice date; provided that any failure by Provider to follow the Invoicing Procedures may delay Buyer’s payment of the applicable invoice and provided that no payments for any Services will be due to Provider unless the applicable Services have been performed according to the terms of this Agreement and this Statement of Work. Payment on an invoice will not be deemed to establish acceptance of Services or Work Product, but rather such Services and Work Product shall be subject to inspection, testing, and acceptance or rejection in accordance with any acceptance or completion criteria specified in this Statement of Work or the Agreement.

Provider states that it does not have a pre-existing relationship with Customer and that it did not know of this opportunity prior to Buyer supplying the lead. ***[Provider to indicate if it does or does not have a preexisting relationship]***.

All Work Product and materials furnished by Provider under this SOW will be free of any type of lien or other security interest.

Details of Processing of Personal Data

Yes No - Will Service Provider Process Personal Data in connection with the Services under the Agreement -

If “No” is checked, the Parties agree that the Service Provider will not be processing any Personal Data pursuant to this SOW. If “Yes” is checked, the Parties must complete the below tables.

Subject Matter	[To be completed]
Duration	As between Service Provider and Buyer, the duration of the Processing under this SOW is until the termination of this SOW in accordance with its terms.
Purposes	The purpose of the Processing under this SOW is the provision of the Services to Buyer and the performance of Service Provider’s obligations under this SOW.
Nature of Processing	[TBD - General description of the Services]
Categories of Data Subjects	[To be completed]
Types of Personal Data	[TBD - General description of Personal Data that could be Processed]
Location of Processing Operations	[To be completed]
Retention periods	[To be completed]
Transfer outside of the EEA If the Service Provider processes Personal Data in a Third Country, please specify the adequacy mechanism relied upon to ensure the transfer of Personal Data is lawful	[To be completed]

Identity of Sub-processors	Purposes	Processing Operations	Location of Processing Operations	Transfers Outside the EEA
Please provide details of Permitted Sub-processors: <i>Full legal name, company registration number, registered office address, the name of their Data Protection Officer,</i>	Please specify the purposes for which the Personal Data will be Processed by the Permitted Sub-processor	Please specify all processing activities that the Permitted Sub-processor will perform (including data subjects and categories of Personal Data if	Please specify the locations at which the processing activities will be performed by the Permitted Sub-processor	If the Permitted Sub-processor Processes Personal Data in a Third Country, please specify the adequacy mechanism relied upon to ensure transfer of Personal Data is lawful

<i>details of their representative (if any)</i>		different from Supplier)		
[Insert details]	[Insert details]	[insert details]	[insert details]	[Insert details]

Additional DP Requirements

[Parties to set out any jurisdiction specific provisions that will apply in relation to the Processing of Personal Data in relevant jurisdictions]

The Parties hereby agree that Seller will process Personal Data under this SOW in accordance with the terms of the Agreement.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Provider and Buyer (“**Change Order**”). In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW hereby incorporates by this reference the terms and conditions of the Master Professional Services Agreement between [CDW Limited] and [Service Provider] dated the [Day] day of [Month], [Year] (the “**Agreement**”). All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Buyer.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

[CDW Limited]

[Service Provider]

By: _____

By: _____

signature

Name: _____

Date: _____

Title: _____

Mailing Address:

Street: _____

City/Post Code: _____

Billing Contact:

signature

Title: _____

Name: _____

Date: _____

Mailing Address

Street: _____

City/ Post Code _____

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval: _____

EXHIBIT B

COMPLETION OF WORK DOCUMENT


	<h2>Completion of Work</h2>	
<p>Original Scope of Work:</p> 		
<p>Project Change:</p> 		
<p>Signatures:</p>		
<p>By signing below, you certify that all service were 100% completed as outlined in the work order above.</p>		
<p>CDW Service Provider</p> 	<p>[INSERT LEGAL NAME]</p> 	
<p>Technician's Name:</p>	<p>By: Name:</p>	
<p>Signature</p>	<p>Title:</p>	
<p>Date:</p>	<p>Date:</p>	

EXHIBIT C

CDW RMA Policy

RMA REQUIREMENT

With best endeavours, Service Provider must acknowledge CDW request for RMA within 2 hours of receipt of email, unless request is submitted after 5pm (UK time) in which case the Service Provider shall use reasonable endeavours to respond by 10am (UK time) on the next working day.

CDW require RMA number within 24 hours on receipt of Service Provider acknowledgement.

Returns must be processed within 5 working days on receipt of goods. Confirmation must be sent to a dedicated Customer Services representative when process is complete.

Credit note must be raised within 5 working days on completion of returns process.

RESTOCK FEE

0- 30 days :

- Service Provider agrees to 0% restock providing that the Products requested being returned are in 'as new' condition and unopened.
- Open box product where Service Provider has not fulfilled correct Product must be taken back at 0% restock charge.
- Open box product where Product is not damaged or defaced will incur 10% restock charge
- DOA Products will be returned to Service Provider with no restock charges.
- CDW must be credited by the Service Provider for the original sum paid by CDW for the Products.

30 - 45 days :

- Sealed products must be accepted back at a discretionary charge which exceeds no more than 10%
- Open box Product where Service Provider has not fulfilled correct Product must be taken back at a 0% restock charge.
- DOA Products will be returned to Service Provider with no restock charges.
- Open box Products must be reviewed and agreed at a discretionary charge which exceeds no more than 10% or reviewed case by case.
- CDW must be credited by the Service Provider for the original sum paid by CDW for the product

45 days + :

- Service Provider to review case by case and apply discretionary charge as required.