

# MASTER PRODUCT SALES AGREEMENT

This MASTER PRODUCT SALES AGREEMENT (“**Agreement**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, [Year] (the “**Effective Date**”) by and between CDW Limited (“**Seller**”) and \_\_\_\_\_ (“**Customer**”).

## Section 1. DEFINITIONS.

**1.1. “Affiliates”** means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control, are Controlled by, or are under common Control with Customer and that are identified on **Exhibit A**, which is incorporated herein.

**1.2. “Anti-Corruption Laws”** means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, such as the US Foreign Corrupt Practices Act 1977, and the UK Bribery Act 2010, and the Canadian Corruption of Foreign Public Officials Act.

**1.3. “Confidential Information”** means, subject to the following sentence, any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Purchase Order. Confidential Information does not include personal data.

**1.4. “Control”** or “**Controlled**” 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.

**1.5. “Delivery Date”** means the date of delivery of the Products, which may be set out in the Purchase Order, or if not, communicated, in writing, by Seller to Customer.

**1.6. “Documentation”** means all documentation and other written material describing, explaining or assisting in the use of the Products and/or any materials, including all diagrams necessary for the maintenance of any such materials by or on behalf of Customer, a list of all known defects in the relevant materials, whether material to the operation thereof or otherwise, and any user manuals.

**1.7. “Force Majeure Event”** means any event or circumstance arising which is beyond the reasonable control of Seller (including but not limited to any industrial dispute affecting any third party, carrier delays, embargos, acts of God or acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war or terrorism).

**1.8. “Insolvency Event”** means the occurrence of any of the following:

- (a) a party stops or suspends, or declares any intention to stop or suspend, its business or payment of its debts or any class of its debts generally or otherwise becomes insolvent;
- (b) any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable;
- (c) a notice is issued for the purposes of convening a

meeting to approve the placing of a party in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of a party or otherwise become subject to dissolution proceedings;

(d) a voluntary arrangement or any other arrangement, compromise or composition of a party’s debts, or any class of its debts, is proposed or made by or with a party;

(e) a judgment, order or award made against a party is outstanding and not discharged within 20 days or if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn or discharged within 45 days; or

(f) any circumstances arise or events occur in relation to a party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraph (a) to (e) (inclusive) of this definition.

**1.9. “Intellectual Property Rights”** or “**IPR**” means any and all of the following rights in (i) patents, unpatented inventions, designs and trade marks (whether registered or unregistered), copyright, database rights and know how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name or get-up; (ii) all other intellectual property or proprietary rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, reversions, extensions and renewals in relation to any such rights.

**1.10. “Laws”** means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

**1.11. “Party”** means individually, as applicable, Seller or Customer, and “**Parties**” means in each instance, Seller and Customer.

**1.12. “Personnel”** means agents, employees or subcontractors.

**1.13. “Products”** means items such as, but not limited to, hardware and software that are commercially available through Seller’s catalog or otherwise.

**1.14. “Purchase Order”** or “**PO**” means a document that is in electronic or written form and that contains an offer by Customer to purchase pursuant to this Agreement at a specified price as the same may be amended or modified from time to time and incorporates the terms of this Agreement.

**1.15. “Purchased Items”** means those certain Products (as defined herein) that are purchased by Customer and provided by Seller hereunder.

**1.16. “Taxes”** means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar

taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

**1.17. "Third Party Services"** means certain services other than services provided by Seller, including, but not limited to, on-going support and/or maintenance services (each of which if provided may be subject to third party terms and conditions which are available from Seller on request), extended warranty service by manufacturers, that are sold by Seller as a distributor or sales agent.

**1.18. "Third Party Supplier"** means a third party manufacturer and/or licensor of Products.

## **Section 2. AFFILIATES.**

**2.1** Subject to credit approval by Seller, any Customer Affiliate may enter into any transaction available to Customer hereunder, and each such Customer Affiliate will be deemed to be Customer under this Agreement with respect to any such transaction. Notwithstanding the foregoing, Customer, as set forth above, will be liable for the performance of the obligations of its Affiliates, including without limitation payment. Customer shall make the terms of this Agreement available to its Affiliates and notify such Affiliates that any purchases from Seller or any of Seller's Affiliates shall be subject to the terms of this Agreement.

## **Section 3. PRODUCTS.**

**3.1.** Subject to the terms of this Agreement, Seller may provide certain Products for Customer as described generally in this Agreement and as more particularly described in a Purchase Order. All pricing for Products will be as established on Seller's quotes, subject to their terms and conditions, and if no quote has been provided, as established on Customer's POs if and to the extent accepted by Seller. Any software that is owned by Third Party Suppliers shall be subject to such terms and conditions as determined by such Third Party Suppliers. Customer shall receive the terms with respect to such third party software directly from the Third Party Supplier.

**3.2.** Unless otherwise expressly agreed, delivery of the Products shall be made F.C.A named place. Risk of loss or damage to the Products shall pass to Customer when delivered and Customer shall be responsible for insuring the Products thereafter. Title to the hardware shall not pass to Customer until Seller has received in full (in cash or cleared funds) all sums due to it in respect of the hardware; and all other sums which are or which become due to Seller from Customer on any account (including those sums which have not yet fallen due for payment). Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Seller, will remain with the third party. Customer's rights in such software are specified in the license agreement between such third party and Customer.

**3.3.** All Product orders are subject to Product availability.

**3.4.** Seller shall use reasonable endeavors to deliver the Products by the Delivery Date, but shall not be liable for any cost or damage caused by late or non-delivery. For the avoidance of doubt, dates and times for the delivery of Products are estimates only, and time shall not be of the essence for the delivery of Products. Subject to Section

3.5, any delay in delivery of Products shall not give Customer the right to reject the Products or treat the PO as repudiated.

**3.5.** Customer shall inspect the Products promptly upon delivery and inform Seller of any damaged, faulty or incorrect Products or of any short deliveries in accordance with Seller's Returns and Storage Policy which is available on its website at <https://www.uk.cdw.com/site-tools/terms-conditions/> (as amended from time to time).

**3.6.** Notwithstanding any other provision of this Agreement, each party shall retain responsibility for its compliance and shall comply with all applicable export control laws and economic sanctions programs relating to its respective business, facilities and provision of services to third parties. In performing their respective obligations under this Agreement neither party will be required to undertake any activity that would violate any applicable Laws or mandatory regulations, including any applicable export control laws and economic sanctions programs.

**3.7.** If a transaction hereunder involves an export of items (including but not limited to, commodities, software and/or technology) from the U.S., Canada or the United Kingdom subject to the Export Administration Regulations (US), the *Export and Import Permits Act (Canada)*, the Council Regulation (EC) No. 428/2009, or the UK Export Control Order 2008, each as amended, as applicable, such export shall be in accordance with such applicable laws or regulations. Customer agrees that it will not divert, use, export or re-export any such items contrary to any applicable Laws of the U.S., Canada, European Union (EU), United Kingdom or Hong Kong. Customer expressly acknowledges and agrees that it will not export, re-export, dispose of, or otherwise provide such items directly or indirectly: (a) to any entity or person within any country that is subject to U.S., Canadian, EU, United Kingdom, Hong Kong, United Nations, or United Nations Security Council economic sanctions, as applicable, imposing comprehensive embargoes without first obtaining any required prior government authorization and (b) to entities and persons that are ineligible under U.S., Canadian, EU, UK or Hong Kong law, as applicable, to receive such items. In addition, manufacturers' warranties may vary or be null and void for Products exported from the U.S., Canada, the United Kingdom or another EU Member State, as applicable.

**3.8.** Customer acknowledges that Seller is not the manufacturer of the Products and that the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer relies on the manufacturer's specifications only and not on any statements or images that may be provided by Seller or its Affiliates.

**3.9.** The copyright and all other Intellectual Property Rights of whatever nature in the Products shall be and remain vested in the Third Party Supplier. Customer shall not remove any notices of copyright or other Intellectual Property Rights contained on or in the Products.

**3.10.** Any storage of Products shall be in accordance with Seller's Returns and Storage Policy which is available on its website at <https://www.uk.cdw.com/site-tools/terms-conditions/> (as amended from time to time).

## **Section 4. IMAGE INSTALLATION.**

**4.1** Customer may from time to time, including in connection with the provision of Products, request that Seller perform an installation of Customer's software or

images (including custom software images) (“Customer Images”). Prior to any such installation, Customer shall secure valid licenses for all Customer Images. If at any time, Seller reasonably believes that Customer does not have a valid license, Seller may immediately terminate the installation of Customer Images or request further assurances that Customer has valid licenses. In connection with the installation of Customer Images, Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys’ fees and expenses) brought by a third party alleging that any such installation violates any license, copyright, confidential information or other proprietary right of such third party.

**Section 5. PAYMENT.**

**5.1.** Seller, or any of its Affiliates on behalf of Seller, may issue an invoice to Customer. All invoiced amounts and payments shall be made in Great Britain pounds sterling or the currency as invoiced by Seller. Customer will pay invoices containing amounts authorized by the PO within thirty (30) days of the date of the invoice, subject to continuing credit approval by Seller. Any objections to an invoice must be made to Seller point of contact within fifteen (15) days after the invoice date. Seller may invoice Customer separately for partial shipments of Purchased Items. Customer agrees to pay interest on all past-due sums at the statutory rate, and otherwise in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Customer's right to possession of the Products shall terminate immediately upon the occurrence of: (a) an Insolvency Event; or (b) any failure by Customer to pay an invoice in accordance with this Section 5. At any time the Seller shall be entitled to recover the Products in which ownership remains with the Seller, and for that purpose Customer hereby grants to the Seller, its agents, and employees an irrevocable licence to enter any premises where the Products or any of them are stored or located in order to repossess the same, and (in the event that any Products have been incorporated or affixed to other products) to dismantle such other products or detach the Products from those products and repossess them.

**5.2.** Unless Customer expressly provides remittance advice, Seller is entitled to allocate payments received to settle (in full or in part) any sums due from Customer under any PO, in any order or manner Seller determines.

**5.3.** Seller’s pricing for the provision of Products are exclusive of applicable Taxes. Customer will pay for, and shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys’ fees and expenses) arising from any applicable Taxes. Customer must claim any exemption from such Taxes, fees or charges at the time of purchase and provide Seller with any necessary supporting documentation.

**5.4.** In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys’ fees.

**5.5.** In addition to any other means available to place orders, Customer may issue a PO to Seller. POs are not binding on Seller until accepted by Seller, and all Product orders are subject to Product availability. Any issuance of a PO is for administrative purposes only. Any

additional or different terms and conditions contained in any PO will be null and void.

**5.6.** Notwithstanding Section 3.4, if delivery by Seller of any Products has not been made thirty (30) days after the advised estimated date for delivery of the Products, Customer shall be entitled to terminate the PO in respect of those Products and any liability of Seller however arising, as referred to in Section 7, shall be limited to a credit of the price due for those Products not delivered. Orders for any Products which are non-cancellable may not be cancelled once accepted by Seller. In no circumstances shall Seller have any further liability to Customer in damages or otherwise for non-delivery or late delivery of any of the Products.

**5.7.** [NOT USED]

**5.8.** Customer shall make all payments under each PO without withholding or deduction of, or in respect of, any Tax unless required by applicable Law. If any such withholding or deduction is required, Customer shall pay to Seller such additional amount as will ensure that Seller receives the same total amount that it would have received if no such withholding or deduction had been required.

**5.9.** Credit terms are subject to review from time to time and Seller shall at all times have the right to suspend or vary any credit terms granted. If demanded by Seller, Customer shall pay for the Products on order.

**5.10.** In the event of a payment default, Seller reserves the right to suspend the delivery of applicable Products.

**Section 6. DISCLAIMED WARRANTIES.**

**6.1.** In the case of Third Party Services, the third party will be responsible for providing the Third Party Services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Third Party Services shall be provided under the third party terms and conditions. Customer agrees to be bound by the third party terms and conditions. With respect to Third Party Services, Seller acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, Taxes.

**6.2.** EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

**6.3.** Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any

kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

**6.4.** CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

**6.5.** Seller makes no warranties to Customer and Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all Laws affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within Customer's territory or any part of it (**Local Regulations**). Customer must satisfy itself that Products comply with the Local Regulations in force from time to time.

### **Section 7. LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF THE POUND STERLING (A) AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM OR (B) 100,000.

ALL EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT AND/OR ANY PURCHASE ORDER SHALL ONLY APPLY SO FAR AS PERMITTED BY LAW AND IN PARTICULAR NOTHING SHALL EXCLUDE OR RESTRICT LIABILITY: (I) FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES ACTING IN THE COURSE OF THEIR EMPLOYMENT, OR ITS AGENTS, ACTING IN THE FURTHERANCE OF THEIR DUTIES; (II) FOR FRAUDULENT MISREPRESENTATION OR OTHER FRAUD, (III) FOR ANY BREACH OF ANY OBLIGATIONS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; (IV) TO THE EXTENT PROHIBITED BY THE CONSUMER PROTECTION ACT 1987; (V) FOR ANY BREACH OF

THE CONFIDENTIALITY OBLIGATIONS SET OUT IN SECTION 8 OF THIS AGREEMENT; OR (VI) IN RESPECT OF ANY INDEMNITIES SET OUT IN THIS AGREEMENT.

### **Section 8. CONFIDENTIAL INFORMATION.**

**8.1.** Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

**8.2.** Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

**8.3.** Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to a Party's personnel (including personnel employed by such Party's Affiliates) and subcontractors with a need to know such Confidential Information in connection with the performance of this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement, and (ii) to a Party's business, legal and financial advisors, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

**8.4.** 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 Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

### **Section 9. TERM AND TERMINATION.**

**9.1.** This Agreement shall be deemed to have come into force on the Effective Date and shall continue thereafter unless and until otherwise terminated in accordance with the terms of this Agreement.

**9.2.** Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either Party may terminate this Agreement for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate

termination. Notwithstanding anything specified herein to the contrary, Seller shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of an Insolvency Event.

9.3. Save where this Agreement has been terminated as a result of non-payment by Customer, and subject to Section 9.4, this Agreement will continue to remain in effect with respect to orders for Purchased Items submitted by Customer prior to the termination of this Agreement. Upon termination or expiry of this Agreement, Seller may terminate upon written notice any POs that are still in force upon the date of such termination or expiry.

9.4 Any PO shall be effective as of the date set forth in such PO and shall, unless terminated as set forth in this Agreement or the applicable PO, continue in effect until the date the relevant Products have been delivered for the term set forth in the applicable PO.

**Section 10. 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, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). If the Dispute remains unresolved after three (3) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representatives from each Party will meet at a mutually agreed upon time and place and use commercially reasonable efforts 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 manager. If the senior managers 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. The Parties shall use commercially reasonable efforts to attempt to settle any claim or controversy between themselves (acting in good faith) within one (1) calendar month of notice of the claim or controversy being given. The Parties shall conduct such negotiation on a confidential basis.

**Section 11. NOTICES.**

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3<sup>rd</sup>) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1<sup>st</sup>) day after such notice is sent by courier. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

<b>Seller Notice Address:</b>	<b>With a courtesy copy to:</b>
The Account Manager	Legal Department
10 Fleet Place	10 Fleet Place
London EC4M 7RB	London EC4M 7RB
	legal@uk.cdw.com

**Customer Notice Address:**

Confidential Restricted

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 12. MISCELLANEOUS.**

12.1. This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof. Each Party acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to this Agreement, save those expressly set out in this Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement.

12.2. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of this Agreement or invoice related thereto.

12.3. Any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form and, for the avoidance of doubt, shall exclude e-mail.

12.4. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.

12.5. Unless otherwise stated, a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement. Section headings are for ease of reference only and do not affect the construction of this Agreement.

12.6. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

12.7. Seller may assign or subcontract all or any portion of its rights or obligations under this Agreement to any of its Affiliates or assign the right to receive payments to any of its Affiliates, without Customer's consent. Seller shall be responsible for the performance of any of its Affiliates, subcontractors or assignees under this Agreement. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

12.8. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance, shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.

12.9. If any term or condition 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 conditions hereof.

12.10. This Agreement and any non-contractual disputes or claims arising out of it shall be governed by

and construed in all respects in accordance with English law. Subject to Section 10 the parties submit to the exclusive jurisdiction of the courts of England and agree that, in respect of proceedings in England and in any other jurisdiction, process may be served on either of them in the manner specified for notices in this Agreement. Customer and Seller are solely obligated to address and resolve all disputes associated with this Agreement, including any damages or injuries to the Customer's Affiliates, and all claims related to this Agreement will be brought by Customer in the courts of England as provided in this Agreement. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

**12.11.** The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12 and those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

**12.12.** This Agreement 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.

**12.13.** The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, agency, partnership or joint venture. Accordingly, except as expressly authorized herein, no Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose liability on a Party in respect of any liability incurred by another Party to a third party.

**12.14.** Seller shall use reasonable endeavors to provide such cooperation as may be reasonably required by any third party contractors of products and/or services to Customer so as to ensure that all Products can be provided to Customer in a coordinated, effective and timely manner. Seller shall be entitled to charge Customer its reasonable pre-approved (such approval not to be unreasonably withheld or delayed) costs of complying with this Section 12.13.

**12.15.** Seller shall not be liable for any loss or damage suffered or incurred by Customer arising from Seller's delay or failure to fulfil or otherwise discharge any of its obligations under this Agreement or any PO where such delay or failure is caused by any non-performance of its obligations by Customer, industrial dispute, sudden or substantial depletion of Seller's staff, or any Force Majeure Event.

**12.16.** Seller and Customer each agree and undertake to the other that in connection with this Agreement they will each respectively comply with the applicable Anti-Corruption Laws. In the event that either Party has any basis for a good faith belief that the other Party may not be in compliance with the undertakings and/or requirements set out in this Section 12.15, such Party shall advise the other Party in writing of its good faith belief and the other Party shall cooperate fully with any and all reasonable enquiries undertaken by or on behalf of such Party.

**12.17.** Each Party warrants and agrees that it will comply with all Laws applicable to such Party in its performance of its obligations under this Agreement.

**12.18.** Nothing in this Agreement is intended or will be construed to confer upon any person (other than the Parties hereto and any indemnified party set forth in this Agreement) any rights, benefits or remedies of any kind or character whatsoever. Except as expressly stated in this Agreement, the Parties do not intend that any term of this Agreement shall be enforceable by any third party.

**12.19.** The Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person who is not a party to this Agreement.

**12.20.** During the term of this Agreement and for a period of six (6) months from its termination neither party will employ, induce, entice or solicit for employment any member of the other's then current personnel. The preceding sentence does not, however, prohibit either party from soliciting employment by general advertisement.

### **Section 13. DATA PROTECTION**

**13.1.** The Parties agree that Seller will not be required to process any personal data during the supply of any Products under this Agreement.

### **Section 14. LOCALIZATION**

**14.1** Should any Seller Affiliate and any Customer Affiliate wish to enter into an agreement for the provision of Deliverables, Products and/or Services ("Local Agreement") in the Netherlands, Canada, Hong Kong, the United States, Australia, Ireland, Singapore, South Africa or the United Arab Emirates (as applicable) Local Agreement(s) can be agreed between the Parties and added as Exhibit(s) to this Agreement by way of addendum. The terms of this Agreement shall be incorporated into each such Local Agreement except to the extent that the Local Agreement expressly states that any amendments shall take precedence.

[Signatures follow.]

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

<b>Seller: CDW Limited</b>	<b>Client: XXXXXXXXXXXXX</b>
By:	By:            {{cby_es_:signer1:signature            }}
Name:	Name:            {{cname_es_:signer1:fullname            }}
Title:	Title:            {{ctitle_es_:signer1:title            }}
(Authorised Signatory)	(Authorised Signatory)
Date: <b>XX/XX/XXXX</b>	Date:            {{cdate_es_:signer1:date}}

**Exhibit A**

Dated the \_\_\_ day of \_\_\_\_\_, [Year], to the  
Master Product Sales Agreement  
Between **CDW LIMITED,**  
and \_\_\_\_\_

**Customer Affiliates**

Purchase Orders may be issued pursuant to the Agreement by the following Customer-designated parties:

Affiliate Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEIN Number: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

Affiliate Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEIN Number: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

Affiliate Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEIN Number: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_



**Exhibit B**

**[NOT USED]**