

## 1. DEFINITIONS

"**Buyer**" means the company, firm, body or person so named in the Order;

"**Conditions**" means these terms and conditions;

"**Contract**" means the contract between the Buyer and the Seller consisting of the Order and these Conditions;

"**Electronic Document(s)**" means, without limitation, any online Order, online e-mail communication between authorized persons, acknowledgements, invoices and/or any online transaction capable of acceptance by its intended recipient;

"**Intellectual Property Rights**" means the patents, inventions, registered designs, copyright, database rights and design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items in any country or jurisdiction;

"**Order**" means the order issued by or on behalf of the Buyer to the Seller for the purchase of the Products and/or the performance of the Services;

"**Parties**" means the Buyer and the Seller (each a "Party");

"**Price**" means the sum to be paid by the Buyer to the Seller for the purchase of the Products and/or the performance of the Services the subject matter of an Order;

"**Products**" means the products set out in an Order;

"**Regulations**" means any and all applicable regulations, including, without limitation, the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"**Seller**" means Computacenter Fusionstorm Inc.; and

"**Services**" means the work and/or services specified in an Order or Statement of Work to be performed by the Seller for the Buyer upon acceptance of the same.

## 2. GENERAL

2.1 Any Order placed upon a quotation or otherwise shall only be accepted expressly by the Seller and entirely at the discretion of the Seller and if so accepted shall be accepted subject only to these Conditions.

2.2 These Conditions shall apply to the Contract and shall prevail over any contrary, different or additional terms or conditions howsoever communicated by the Buyer.

2.3 No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorized representative of the Seller shall add, vary or waive any of these Conditions.

2.4 Headings to clauses in these Conditions are included for ease of reference only. These Conditions apply to Services in the same way as they apply to Products.

2.5 A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.

## 3. PROFESSIONAL SERVICES.

3.1 Professional Services ("PS") are services provided to Buyer performed by Seller's employees, agents, subcontractors, consultants, and representatives, as detailed in a Statement of Work ("Statement of Work" or "SOW"). PS does not include the procurement of Product. All PS requires an SOW. Buyer may initiate an unlimited number of SOWs, each of which will be incorporated herein once executed by both Parties. Changes to any SOW may be made only upon the mutual written agreement of the Parties through a change order ("Change Order"). The Change Order shall detail the estimated costs using the same or similar methods to those used in the SOW. No changes or additions shall be implemented until both Parties execute the Change Order. Seller has the right to decline to perform any such PS upon written notice to Buyer if performance would violate the U.S. Export Administration Regulations and/or the OFAC Economic Sanctions Regulations (e.g., if the Buyer's end-user is listed on one of the U.S. Government's lists of prohibited and restricted parties, or is located in one of the embargoed countries).

3.2 **Personnel.** Seller shall provide the necessary skilled personnel to perform PS. Seller reserves the right to change assigned personnel as required by its business needs and consideration or as otherwise to complete the PS. To the extent Seller's agents, subcontractors, consultants, or representatives perform any Services, Seller shall be liable for the acts and omissions of such parties.

3.3 **Buyer Responsibilities.** Buyer shall support the activities of Seller in any reasonable technical, administrative, and commercial way and shall provide Seller with any documentation, statements, and credentials necessary for Seller to perform the Services. Buyer shall also be responsible to satisfy certain prerequisites before work by Seller can begin as set forth in the applicable SOW. Buyer acknowledges and agrees that the Seller's performance is dependent on the Buyer's timely and effective satisfaction of all of Buyer's responsibilities hereunder and/or as set forth in the SOW and timely approvals by Buyer. Seller shall not be responsible for delays caused by Buyer or its agents and representatives. The Seller is entitled to rely on all approvals of Buyer in connection with the PS provided hereunder.

## 4. PRODUCT - SPECIFICATION

4.1 The Seller shall be entitled to:

4.1.1 replace Products with items of the equivalent specification; and/or

4.1.2 make non-material modifications to the designs and specifications for Products in each case without prior notification.

4.2 No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Contract.

## 5. PRICES

5.1 Without prejudice to Condition 5.2, the Seller's price list shall not form part of the Contract.

5.2 The Price does not include unless otherwise specified:

5.2.1 any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Products or performance of the Services;

5.2.2 any cost of effecting delivery;

5.2.3 any special packing, alteration or modification to the Order required by the Buyer; or

5.2.4 any insurance.

5.3 The Price shall be in the currency stipulated by the Seller.

## 6. TERMS OF PAYMENT

6.1 Except in the case of a bona fide dispute notified to the Seller within 7 days of receipt of invoice (and in which case all undisputed amounts shall be payable in any event), all invoices shall be paid within 30 days of the date of the invoice.

6.2 A counterclaim or set-off shall not entitle the Buyer to withhold payment.

6.3 The Seller shall be entitled to charge interest at the Barclays Bank PLC base rate plus 3% per annum on outstanding payments from the date of delivery up to and including the date payment is received by the Seller.

6.4 In the event that the Buyer fails to make payments in accordance with the provisions of this Condition 6 the Seller shall be entitled, without prejudice to any other rights it may have, to suspend delivery or performance of any outstanding Orders (in whole or in part) without liability until payment in full of all outstanding sums has been received by Seller.

6.5 The Buyer consents to the Seller making credit reference and other inquiries for the purposes of assessing the credit worthiness of the Buyer and holding the results of the same for its records.

## 7. DELIVERY AND RISK

7.1 **Product Sales.** Product shall mean any hardware, software, and/or maintenance support contracts on hardware or software. For Product orders, Seller issues Buyer a sales proposal for Product (a "Sales Proposal"), and Product shall be accepted by Buyer when the Buyer (i) issues a purchase order ("PO") authorizing the sale against a Seller-issued Sales Proposal, or (ii) signs a Sales Proposal. Where Buyer purchases software, to the extent required by the manufacturer, Buyer shall accept any and all end user click through terms or other end user license. Seller will not sell (and Buyer will not purchase from Seller) Product that is intended for delivery to countries embargoed by the United States government. Buyer will not transfer the Product to a military or government end user. The Seller is entitled to rely on all approvals of Buyer in connection with the Products provided hereunder.

7.2 **Maintenance Support Contracts.** Maintenance Support Contracts, if applicable, may be available from the Product manufacturer. Where Buyer purchases such services from Seller, Seller shall pass through the Maintenance Support Contract directly to Buyer, and all terms and conditions of the Maintenance Support Contract shall apply. Seller shall not be liable for any deficiencies, breaches, or other issues with the Maintenance Support, and Buyer shall look solely to the Product manufacture or Maintenance Support Contract for remedy.

7.3 **Shipping.** (i) Shipping. Products will ship to Buyer directly from the manufacturer of the Products, an authorized distributor of the Seller, or from the Seller's warehouse, collectively, the "Shipping Point." Seller reserves the right to select the means of shipment, shipping point, routing, and shipping term. The default shipping term shall be FCA (Shipping Point) (Incoterms 2010), unless otherwise agreed to in writing by Seller. Unless expressly stated otherwise in a Sales Proposal, Software is delivered electronically; title passes and it is deemed accepted upon delivery. Where software is delivered in hard copy (e.g. bundled hardware and software, disks, tapes), it shall be deemed accepted as soon as the software leaves the Shipping Point. (ii) Title. Title shall pass to Buyer as soon as Seller has received the Price in full. (iii) Risk of Loss. All risk of loss, damage, or destruction to the Products shall pass to Buyer as soon as the Products are delivered to the carrier at the shipping point, and Buyer shall be responsible for all associated charges, including but not limited to shipping and handling charges. (iv) Product Held at a Seller Warehouse.

7.4 **International Shipments.** Unless otherwise agreed to in writing by the parties, Seller shall be the exporter of record (EOR) for all shipments, and, unless otherwise agreed to in writing by the Parties pursuant to Clause 7.6, Buyer or its designee shall be the importer of record (IOR) in the destination country for all shipments. All customs duties and taxes shall be paid by Buyer, using Buyer's country-specific tax registration ID (e.g., VAT, GST) upon entry into the destination country, where required by the applicable jurisdiction. Additional fees, including but not limited to freight, administrative fees, insurance, or other tax, may apply to international shipments and are the responsibility of Buyer.

7.5 **Export Compliance.** Each party understands and acknowledges that United States law and, in particular, the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 (the "EAR"), and the OFAC Economic Sanctions Regulations, 31 C.F.R. Parts 500 et seq. ("OFAC Economic Sanctions Regulations") govern the sale, export, or other disposition of the Products. Each party agrees to adhere to all provisions of the EAR and the OFAC Economic Sanctions Regulations, and the terms, conditions, required procedures, and documentation of any export licenses or other approvals issued for such Products. Neither Party will participate in the sale, resale, supply, export, reexport, or transfer by any means of any Product acquired from or supplied by Seller, or any technology installed onto those Products, to any destination, end-user, or end-use prohibited or restricted under the export control or economic sanctions laws and regulations of the United States.

**7.6 Procurement and/or IOR Services by a Seller subsidiary.** Where Seller has a registered subsidiary, the Seller subsidiary may procure Product for Buyer and/or may provide IOR services for Buyer in that location pursuant to an executed Addendum to this MSA. Notwithstanding Clause 7.1 above, Products that are sourced outside the United States require an Addendum with a Seller subsidiary.

**7.7 Returns.** Returns are granted when in compliance with manufacturer return policies and accepted by manufacturer. Refunds will not be given, but credits will be applied.

**7.8 Leasing.** Products procured through leasing are subject to the following: (i) the terms of this Contract; and (ii) applicable agreements with third-party leasing entities, including multiparty assignment agreements between Buyer, Seller, Lessor, and Lessor's assignee. Buyer shall supply any other documents that may be required by the Seller, the Leasing entity or the Leasing entity's assignee that pertain to the Lease.

**7.9** Any times for delivery are estimates only and although the Seller will use all reasonable efforts to deliver the Products in accordance with the times specified, time is not of the essence.

**7.10** Unless otherwise agreed in writing, the Seller shall be entitled to make partial deliveries by instalments and these Conditions shall apply to each partial delivery.

**7.11** Seller is not a warehouseman, and, in the event that Product remains at a Seller warehouse for longer than the time needed to perform PS due to delays caused solely by Buyer, Seller reserves the right to ship the Product to Buyer and/or charge a fee until Buyer takes delivery. If the Seller does store the Products, then Seller shall do so at the Buyer's risk and the Buyer shall reimburse the Seller without delay all reasonable costs (including insurance) of such storage incurred by the Seller until such time as the Buyer is able to take delivery. This provision is without prejudice to any other right which the Seller may have in respect of the Buyer's failure to take delivery of the Products or pay for them in accordance with the Contract.

**7.12** Where the Buyer either:

7.12.1 fails to accept any delivery when due; or

7.12.2 defaults in making any payment when due, then the Seller may cancel any or all such deliveries (including where applicable any subsequent deliveries) and the Buyer shall compensate the Seller in full for any loss, cost or expense arising from such cancellation and, notwithstanding the Seller's duty to mitigate its loss, the Buyer shall compensate the Seller in full for the loss of the Price in respect of Products ordered but not delivered.

## **8. DAMAGE IN TRANSIT AND NON-CONFORMANCE**

**8.1** The Buyer shall examine the Products upon delivery and shall notify the Seller and the courier immediately in writing of any visible damage to or short delivery of the Products.

**8.2** The Buyer shall further notify the Seller in writing within 3 working days of delivery in the event of any other damage to, short delivery of or other non-conformance of the Products.

**8.3** Returns are granted when in compliance with manufacturer return policies and accepted by manufacturer. Refunds will not be given, but credits will be applied. In the event that notification is not received by the Seller within the requisite time the delivery shall be deemed complete.

## **9. TRANSFER OF PROPERTY**

**9.1** The Seller warrants that it has good title in the Products and that (as to Products bought and sold in the UK, pursuant to s12(3) of the Sale of Goods Act 1979 or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract) it will transfer such title as it may have in the Products to the Buyer pursuant to Condition 9.2.

**9.2** Notwithstanding delivery to the Buyer and except in respect of software where title to the same shall remain at all times with the relevant licensor, title in the Products shall not pass to the Buyer until the Seller has received the Price in full.

**9.3** Until such payment is made in accordance with Condition 9.2, the Buyer shall take all necessary measures to protect the Products including maintaining adequate insurance therefor; and not dispose of the Products whether by sale or otherwise nor allow any third party right to be created in respect of the same.

**9.4** Any resale by the Buyer of Products in which title has not passed to the Buyer shall (as between the Seller and the Buyer only) be made by the Buyer as agent for the Seller.

**9.5** So long as the title in the Products remains with the Seller, the Seller shall have the right, without prejudice to any obligation of the Buyer to the Seller, to re-take possession of all or any of the Products and for that purpose to go upon any premises (or authorize others to do so) occupied by the Buyer which the Buyer hereby authorizes, or to require the Buyer to deliver up to it all or any of the Products.

## **10. TERMINATION**

**10.1** If the Buyer becomes insolvent, is presented with a petition for bankruptcy and/or winding up, or in the reasonable opinion of the Seller is likely to go into bankruptcy, receivership or liquidation or commits a breach of the contract, the Seller may forthwith terminate the Contract without incurring any liability to the Buyer.

**10.2** Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication to survive the Contract.

## **11. TUPE (UK applicable)**

**11.1** It is not anticipated that the employment of any person will transfer from the Buyer to the Seller pursuant to these Conditions or any Contract.

**11.2** Where any individual is transferred from the Buyer to Seller by virtue of the Regulations, without limiting any other remedy available to Seller, the Buyer agrees

to indemnify and hold Seller harmless against any liability howsoever arising prior to the date of said transfer.

## **12. WARRANTY**

**12.1** In respect of all Products, the Seller will ensure the Buyer receives the benefit of any guarantee or warranty that may have been given to the Seller by a third party manufacturer or supplier.

**12.2** The Seller will on request supply to the Buyer (insofar as possible) details of the terms and conditions of any such guarantee or warranty, but the Buyer shall be responsible for instructing itself on the terms of the same and ensuring full compliance with the terms thereof.

**12.3** The Buyer shall ensure that the Products are properly serviced, maintained and operated in accordance with the Seller's recommendations (and any guarantee or warranty of the manufacturer or supplier) and are not fitted or used with any parts, accessories or ancillary equipment other than those recommended by the Seller in writing or stated by the Seller in writing to be suitable.

**12.4** During the period of any warranty referred to in Conditions 12.1 & 12.2, neither the Buyer nor any third party acting on behalf of or for the Buyer shall attempt to remedy any defect or to dismantle or otherwise tamper in any way with the Products except in accordance with specific written instructions, directions and/or requests of the Seller.

**12.5** Except as expressly stated herein, all other conditions, warranties, stipulations or other statements whatsoever concerning the Products, whether express or implied, by statute, at common law or otherwise howsoever are hereby excluded.

**12.6** The Seller shall perform the Services with reasonable skill and care.

**12.7 Product Warranty Disclaimers.** EXCEPT FOR THE MANUFACTURER'S WARRANTY, IF ANY, AND TO THE EXTENT PERMITTED BY LAW, THE PRODUCTS SOLD HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR PRODUCT NON-INFRINGEMENT.

**12.8 PS Warranty.** Seller represents and warrants that: (i) the Services delivered to Buyer pursuant to the applicable SOW shall conform and perform in all material respects to the specifications described in to the applicable SOW; (ii) Seller shall perform all Services hereunder consistent with or exceeding customary industry standards and in compliance with applicable law; and (iii) Seller's Services shall not infringe the intellectual property rights of Buyer or any third party in its performance of Services. In order to receive warranty remedies under (i) and (ii) herein, Buyer must report deficiencies in the Services in writing within thirty (30) days of completion of those Services. For any breach of the above warranties, Buyer's exclusive remedy, and Seller's entire liability, shall be the reperformance of the Services. If Seller is unable to perform the Services as warranted, Buyer shall be entitled to a credit for the fees paid to Seller for the deficient Services.

**12.9 PS Warranty Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, SELLER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION FOR SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.

## **13. CONFIDENTIALITY**

**13.1 Duty to Protect.** By virtue of this Contract, the Parties may have access to information that is confidential or proprietary to the other Party ("Confidential Information"). Confidential Information shall be limited to (i) information provided to the other Party under this Agreement, which has been identified by the disclosing Party in writing, prior to or at the time of disclosure, as confidential, or proprietary (ii) information or materials which the receiving Party knows or would reasonably expect to contain confidential or proprietary information. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than for the purposes specifically contemplated in this Contract or any applicable Sales Proposal or SOW. Each Party agrees to use the same standard of care as it uses to protect its own Confidential Information, but no less than a reasonable standard of care, to ensure that its employees, agents, consultants and other representatives do not disclose or make any unauthorized use of the other Party's Confidential Information.

**13.2 Exclusions.** Confidential Information shall not include any information that: (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the receiving Party, subsequently disclosed in publicly available sources of information, (iii) was in the possession of the receiving Party without any obligation of confidentiality, or (iv) has been or is subsequently rightfully acquired from a third party and the disclosure is authorized by the third party.

**13.3 Remedies.** Each Party acknowledges that any breach of the provisions of Clause 13.1 may result in serious and irreparable injury to the non-breaching Party for which the non-breaching Party cannot be adequately compensated. Each Party agrees, therefore, that in addition to any other remedy that the non-breaching party may have in law or equity, the non-breaching Party shall be entitled to seek specific performance of this paragraph by the breaching Party by way of an injunction.

## **14. DATA PROTECTION**

Each party shall comply with its obligations in respect of the EU General Data Protection Regulation (GDPR), Privacy Shield, and/or any corresponding or equivalent national laws or regulations, the Regulation of Investigatory Powers Act

2000 (where applicable), and all applicable laws, regulations, and codes of practice relating to the processing of Personal Data and privacy as amended from time to time.

#### 15. LIMITATION OF LIABILITY

15.1 Neither party excludes nor limits its liability for personal injury or death arising out of or in connection with its negligence, for fraudulent misrepresentation nor for any other form of loss or damage for which it is not permitted at law to exclude or limit liability.

15.2 Subject to Condition 15.1 and notwithstanding anything contained in these Conditions (other than Condition 15.1) the Seller's liability to the Buyer under the Contract shall not:

15.2.1 in respect of damage to tangible property exceed \$1,000,000 in yearly aggregate (such period to commence on the date of delivery of the Products); or  
15.2.2 in respect of any and all other direct loss caused by the gross negligence of or breach of any obligations hereunder of the Seller, its employees, servants and/or agents exceed the Price or \$250,000 whichever is the greater.

15.3 Notwithstanding anything contained in these Conditions, the Seller shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Buyer arising out of any breach of these Conditions and, for the purpose of these Conditions, indirect, special or consequential loss shall include, but not be limited to damage to or loss of data or other equipment or property, economic loss or damage, damage to or loss of profits, interest, business, goodwill, contracts, revenues or anticipated savings and the incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages).

15.4 In cases where the Seller is asked to recommend Products to meet the Buyer's requirements, the Seller does not warrant, represent or undertake that any purchase of the Products will satisfy the Buyer's requirements. All recommendations of Products by the Seller are therefore recommendations only and the Seller accepts no responsibility if any Products sold fail to meet the Buyer's requirements or purpose or to achieve any particular level of performance.

#### 16. INTELLECTUAL PROPERTY RIGHTS

16.1 Where the Products include software, the Buyer's attention is drawn to the licence terms imposed by the individual software manufacturer's governing use of such software which shall apply to any use and/or misuse of such software to the exclusion of all other terms.

16.2 The Seller shall indemnify the Buyer against all unaffiliated third party claims arising from (i) its breach of Condition 13 (Confidentiality), or (ii) any infringement or alleged infringement of any Intellectual Property Rights of a third party arising out of or in connection with the purchase or use of any Products supplied by the Seller to the extent that the Seller is indemnified against such claim by its own suppliers and/or licensors.

16.3 The Buyer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages arising from (i) its breach of Condition 13 (Confidentiality), (ii) any infringement or alleged infringement of any Intellectual Property Rights of a third party by reason of the Seller performing its obligations under the Contract in accordance with the Buyer's instructions, whether express or implied, including, without limitation, the loading of third party software, the use of designs, drawings or specifications given to the Seller by the Buyer in respect of the Products and Services or the misuse by the Buyer of any third party's Intellectual Property Rights, or (iii) any violation of any applicable laws or regulations by it's or any end user's use of the Products or Services.

16.4 **Ownership.** Unless otherwise provided in the SOW, all specifications, documentation, ideas, know-how, technique, processes, developments, inventions that are solely and specifically (i) created for the Services by Seller; are (ii) generally applicable to Services provided by Seller and not specific to Buyer; and (iii) do not contain any Buyer Confidential Information or intellectual property (the "Work Product") shall remain the property of Seller; however, Seller hereby grants Buyer a perpetual, irrevocable, worldwide royalty-free, non-exclusive, nontransferable right and license to use such intellectual property rights in support of Buyer's use of the Services. The rights granted in this Clause 16.4 are not extended to any parent, subsidiary, or affiliate of Buyer, other than those included as a party to this Contract. Buyer shall retain all right title and interest in and to its intellectual property and Confidential Information ("Buyer IP"). The "Work Product" and "Buyer IP" designations and assignments in this Clause 16.4 shall not apply to Pre-Existing Intellectual Property. "Pre-Existing Intellectual Property" means any proprietary methodologies, tools, models, software, procedures, documentation, know-how, trademarks, processes, trade secrets, inventions, or works of authorship that have already been conceived or developed by a Party prior to the effective date of this Agreement. Pre-Existing Intellectual Property shall remain the property of the respective Party. Upon termination of this Contract for any reason or in any manner, or upon the request of Seller, Buyer agrees to deliver promptly to Seller all such documents, whether in written, graphical, or electromagnetic form, together with any other of Seller's property then in Buyer's control or possession, except as Seller may, by prior written approval, allow Buyer to retain.

16.5 **Restrictions.** Seller retains full title to and ownership of all of its specifications, documentation, ideas, know-how, technique, processes, developments, and inventions other than those specifically granted in Clause 16.4. Without limiting the generality of the foregoing, Buyer will not (i) modify, create derivative works from, distribute, or

sublicense the Work Product; (ii) use the Work Product in any way that allows third parties (other than its affiliates and end users) to use or benefit directly from the Work Product.

#### 17. ANTI BRIBERY AND CORRUPTION

17.1 Each Party shall comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption, including, without limitation, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act and/or any other anti-bribery and corruption laws and regulations applicable to any Contract or otherwise in connection with these Conditions.

17.2 Neither Party will at any time engage in any activity, practice or conduct that may cause either itself or the other party to contravene the UK Bribery Act 2010 or the U.S. Foreign Corrupt Practices Act, as applicable, or violate any applicable anti-bribery law.

17.3 Each Party has implemented and will at all times maintain and comply with adequate procedures designed to prevent it or any person in its employment or who conducts work for or on its behalf from engaging in any activity which would constitute an offence under the UK Bribery Act 2010 or the U.S. Foreign Corrupt Practices Act, as applicable, or violate any applicable anti-bribery law.

17.4 Each Party shall promptly report to the other any request or demand which, if complied with, would amount to a breach of 17.1 (above).

17.5 Any breach of this Condition 17 shall be deemed a material breach incapable of remedy entitling the non-defaulting Party to terminate these Conditions and any Contract immediately.

#### 18. PERSONNEL

The Buyer warrants that it shall not solicit whether directly or indirectly the Seller's personnel for a minimum period of six months after such personnel leave the employment of the Seller except with the express prior written permission of the Seller. In the event that the Buyer engages any of the Seller's personnel in breach of this clause, the Buyer shall pay an introduction fee of 13 weeks, or the equivalent, of the engaged person's remuneration.

#### 19. FORCE MAJEURE

19.1 The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure. Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

19.2 For the purposes of this Condition, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to, Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply or other utilities, lock-out, strike, or other action taken by employees in contemplation or furtherance of a trade dispute, or any change in legislation.

19.3 If an event of Force Majeure continues for a period of twenty-one (21) days from the date of notification by the Seller to the Buyer in accordance with Condition 19.1, then the Seller may terminate the Contract forthwith without prejudice to any of its other rights hereunder.

#### 20. WAIVER

In the event that either Party does not insist upon strict performance of any of these Conditions, then this shall not be deemed a waiver of any rights or remedies nor of any subsequent default.

#### 21. INVALIDITY

The invalidity, illegality or unenforceability, in whole or in part, of any provision of these Conditions shall not affect the validity of the remaining provisions.

#### 22. ASSIGNMENT

22.1 The rights and obligations of the Buyer under the Contract may not be assigned or transferred, in whole or in part, without the prior written consent of the Seller.

22.2 The Seller may, without obtaining the consent of, or giving notice to the Buyer, assign or sub-contract all or any of its rights and obligations under the Contract.

#### 23. NOTICES

23.1 Subject to Clauses 23.3 and 23.4 below, any notice or document or other communication to be given under these Conditions must be in writing and shall be given by sending the same by registered post, delivery receipt recorded, to the address of the relevant Party set out in the Contract or to such other address as such Party may have notified to the other for the purposes hereof.

23.2 Any notice, document or other communication sent by post shall be deemed (in the absence of evidence of earlier receipt) served 2 working days after despatch if sent first-class (and 4 working days after despatch if sent second-class) and in proving despatch it shall be sufficient to show that the envelope containing such notice, document or other communication was properly addressed, stamped and posted.

23.3 Notwithstanding the provisions of Conditions 23.1 and 23.2, the Parties may implement and use such form of electronic invoicing and/or ordering ("EDI") as may be required from time to time.

23.4 The Parties shall ensure that any EDI correspondence is issued by an authorized person and the recipient of any EDI correspondence shall be entitled to treat the same as a legally binding document capable of acceptance.

#### 24. ENTIRE AGREEMENT

The Contract contains the entire understanding and agreement between the Seller and the Buyer in respect of the subject matter of the Contract and supersedes all prior oral or written communication, undertakings and any practice or course of dealing applying between the Seller and the Buyer. The Contract may not be amended except in writing signed by the authorized representatives of both the Seller and the Buyer.

**25. GOVERNING LAW**

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts excluding any conflict of laws principles that would require the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (“CISG”) shall not govern or apply to this MSA and the Parties hereby exclude application of the CISG.

**26. MODERN SLAVERY.**

In performing its obligations under this Contract, each Party will: i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015; and ii) maintain throughout the term of this Contract its own policies and procedures to ensure such compliance.

**Signed for and on behalf of:**

**Signed for and on behalf of:**

**Customer:**

**Computacenter Fusionstorm Inc.**

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Address for Notices:

Attn. \_\_\_\_\_  
\_\_\_\_\_  
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