



Terms and Conditions: Managed IT as a Service

These Terms and Conditions (“**Terms**”) govern the purchase of Managed IT as a Service technology installation, repair, maintenance, and support services (“**Services**”) and certain sales of (a) computer hardware products, (b) computer software products, and (c) third party computer hardware/software services (collectively, the “**Products**”) from CompuCom Systems, Inc., and its affiliates, subsidiaries, parent companies, and contractors (“**CompuCom**” or “**us**” or “**we**” or “**our**”). All third parties referenced above include manufacturers, distributors, and suppliers and shall be hereinafter referred to as a “**Supplier**”. If you purchase a Service through <https://smb.compucom.com/> (the “**Website**”), use of the Website is also governed by our Terms of Use and Privacy Policy. Descriptions of the Services and applicable Fees are available on the Website and/or in a written work order or statement of work between you and CompuCom (each a “**Service Description**”). The Service Description(s) for the Services that you purchase are part of these Terms. These Terms, the Managed IT as a Service Agreement, and other referenced documents together constitute a binding legal agreement (the “**Agreement**”) between you and CompuCom. Different or additional terms apply to other products and services that we sell. References to “you” in these Terms means the individual or company receiving Services under the Agreement.

SETTING UP A CUSTOMER ACCOUNT; RELIANCE ON CUSTOMER INFORMATION

1. You may be required to hold a customer account (an “**Account**”) in order to purchase Services. By establishing an Account, you confirm that (a) you are the age of majority in your state; (b) you have the legal capacity and authority to enter into this Agreement; and (c) you or your company agree to be bound by this Agreement.
2. Your Account is specific to you. You are responsible for all use of your Account, even if such use is without your permission. You are responsible for maintaining the confidentiality of your Account log-in information and monitoring your Account for unauthorized use. Promptly report any unauthorized use to CompuCom.
3. You agree that we may record, store, and monitor communications between you and CompuCom. You grant CompuCom a perpetual, irrevocable, worldwide, royalty free license to use comments, feedback, materials, or information submitted by you to provide the Services and for any other purpose permitted by our Privacy Policy.

LIMITATIONS ON USE AND AVAILABILITY OF SERVICES AND PRODUCTS

4. Your use of our Services is solely for your internal personal or business purposes. You may not resell or transfer the Services to other persons or entities, or use the Services to compete with us. You may not sell, lease, subcontract, sublicense or rent access to the Services.
5. Services are subject to the availability of equipment, parts, software licenses, and other materials. Services include only the services, software, hardware, and peripherals specified in the Service Description. Services, including, features, software, hardware, and peripherals, may change from time-to-time without prior notice, and CompuCom may modify a Service Description by posting an updated version on the Website. If there is a material change to the Services, you have 15 days from the date of the material change to cancel your Service.
6. CompuCom may, at any time and without notice or liability, restrict the use of Services or limit their availability. Circumstances beyond our control may impact our ability to deliver Services and we will not be liable for delays, damages or failures in performance due to such causes, including an inability to obtain necessary equipment. In cases when CompuCom is dependent upon Supplier’s availability of Services or Products, CompuCom cannot guarantee any particular delivery date and shall not be liable for delay or any inability to provide Services or ship Products due to availability or allocation, labor disputes or other causes beyond its reasonable control. If CompuCom is unable to deliver the Services or Products on the delivery date requested in the Agreement, CompuCom will attempt to notify you by telephone or electronic communication. Unless you elect to cancel the Service or Product order within one (1) business day of receipt of such notice, such estimated delivery date shall become the new delivery date.

ONSITE SERVICES

7. Services subject to this Agreement are provided at your residence or office. CompuCom will use reasonable efforts to schedule a mutually convenient time. You release CompuCom from any and all liability for any direct or indirect damages resulting from delays in the provision of onsite Services. If connection to an in-home or office network is required, access to the network configuration (i.e. TCP/IP address, etc.), user IDs, addresses,

passwords, and authority will be required. You must provide an accessible work area for the technician and a suitable working area for the assembly of any equipment. If required by the work order, the location must have working high-speed broadband (DSL, cable modem, satellite) internet access and power. You or an authorized representative, age eighteen (18) or older, must be present the entire time work is being performed at your premises.

REMOTE SERVICES

8. Consult the Service Description and the Website for details on when remote Services are available and how to access them. If your use of or access to the Services requires internet access, you must ensure that you have internet connectivity and that your computer environment is otherwise suitable to receive the Services. Prior to providing a Service to you, we may qualify your internet connection using our standard qualification procedures to determine whether you have the minimum required speed; however, some computers and other devices may not be able to receive Services even if testing shows that your connection is qualified.

PRODUCT ORDERS

9. CompuCom Product orders are placed through the Managed IT as a Service Agreement, or any amendment to it, between you and CompuCom. Title to the Products, free and clear of all third party liens and security interests, shall pass to you when the Products are delivered to the carrier used to ship the Products to you. If CompuCom's carrier is used to ship the Products, shipping charges shall be invoiced to you and CompuCom will assume risk of loss of the Products until the Products are delivered to the location designated by you, at which time risk of loss shall pass to you. If you designate a carrier to ship the Products, risk of loss to the Products shall pass to you when the Products are delivered to the carrier.
10. After termination of this Agreement, Products may no longer be ordered under this Agreement. Product orders received and accepted prior to termination of this Agreement shall continue to be binding orders, and such Product orders will remain subject to the terms of this Agreement until completion. Product orders are only cancelable if a party (a) ceases to conduct business in the normal course, (b) becomes insolvent, (c) makes a general assignment for the benefit of creditors, (d) avails itself of, or becomes subject to, any proceeding under any bankruptcy laws relating to insolvency or protection from creditors, or (e) fails to cure any material breach of any of its other obligations under this Agreement within thirty (30) days of receiving written notice specifying the basis for the breach. Each party shall retain all remedies for breach it may have against the other party if at any time either party becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors.
11. If a Product is damaged upon receipt by you, you must call customer service and arrange to return it in order to accept a replacement.

ACCESS TO EQUIPMENT AND USE OF SOFTWARE

12. You hereby authorize us to connect to, access and control your equipment as necessary to receive the Services. This includes the right to inspect and open the equipment, to access and remove internal components or perform repairs, depending on the applicable Services.
13. In connection with the Services, we may recommend that you acquire, install, and use software that is owned or licensed by CompuCom ("**CompuCom Software**") or software from third-party licensors, providers and suppliers ("**Third-Party Software**" and, together with the CompuCom Software, the "**Software**"). The Software may be provided as part of the applicable Fees for the Services or for an additional Fee, depending on the Software. CompuCom hereby grants you a revocable, non-exclusive, non-transferable license to use the CompuCom Software in connection with the Services subject to the terms of any accompanying end user license agreement and this Agreement until the end of the Services or until CompuCom terminates the license. Third Party Software is licensed to you by its owners or licensors.
14. We provide technical assistance and support for the Software in accordance with our policies. If we provide technical assistance and support to you for Third Party Software, you must ensure that you comply with the terms and conditions under which you licensed such Third-Party Software. **YOU ACKNOWLEDGE THAT SUPPORT OF THIRD PARTY SOFTWARE BY AN UNAUTHORIZED SERVICE PROVIDER MAY VOID ANY WARRANTY MADE BY THE SUPPLIER OF SUCH THIRD-PARTY SOFTWARE.**

PROPRIETARY MATERIALS; BACKUP OF YOUR DATA; AND OUR USE OF SERVICE DATA

15. Each of us owns our own respective data and proprietary materials and the respective developments and works we create in connection with the Services, provided that any improvements to software shall be owned by the owner of the software. You hereby assign all intellectual property rights in CompuCom Software, including patent, copyright and trademark rights therein to CompuCom and agree to cooperate with us to take such actions and execute such documents as necessary to transfer such rights. We will not provide backup copies or support installation of unlicensed software. You represent and warrant that all software and data installed or accessible on your equipment is properly licensed to, or owned by, you.
16. UNLESS WE ARE PROVIDING DATA BACKUP AS PART OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND PERFORMING A COMPLETE AND COMPREHENSIVE BACKUP OF ALL DATA AND SOFTWARE STORED ON ANY EQUIPMENT OR DEVICE BEFORE PROVIDING ACCESS TO SUCH EQUIPMENT OR DEVICE TO US AND ALLOWING US TO PERFORM ANY SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER UNDER ANY CIRCUMSTANCE FOR ANY LOSS, DAMAGE, DESTRUCTION, HARM OR CORRUPTION THAT MAY ARISE FROM OR BE RELATED IN ANY WAY TO THIS AGREEMENT, THE SERVICES, THE EQUIPMENT OR DEVICE, OR DATA THEREON.

TERM AND TERMINATION; AUTOMATIC RENEWAL

17. This Agreement begins upon our acceptance of this Agreement and shall continue until terminated by you or CompuCom. Services may be provided on a one-off (“Project”) basis or on a renewing subscription basis (“**Subscription Services**”). Subscription Services are subject to an initial contractual term (the “**Initial Term**”) as set forth in the Service Description. At the end of the Initial Term, your Services will continue on a month-to-month basis. To terminate a Subscription Service, you must give CompuCom notice of your intent to terminate in writing no less than 30 days before the end of the then-current term in order to avoid being charged the applicable Fee for the next period. In the event a Services contract is terminated, you are still responsible for paying for any Products ordered.
18. If, during the Initial Term of a Subscription Service, you terminate the Agreement or CompuCom terminates your Agreement for cause, you will be responsible for payment of an early termination fee (“**ETF**”) equal to 50% of the balance due for the remaining period of the Initial Term. You may change your Subscription Services plan by contacting our customer service department. If you upgrade to a higher tier Subscription Services plan, you will not be charged an ETF. If you downgrade your Subscription Services plan, you will be assessed an ETF equal to 25% of the balance due for the remaining period of the Initial Term of your original Subscription Services plan. Changes to your Subscription Services plan will result in a new Initial Term. You are responsible for returning any equipment, hardware, software, or product provided as part of the Services to CompuCom within 30 days of termination. Equipment, hardware, software, and product must be returned in good, serviceable condition, normal wear and tear excepted. If equipment, hardware, software, or product is not received by CompuCom within 30 days of termination, you will be charged full list price for the item.
19. In the event you are in breach of any of the terms of this Agreement, CompuCom will attempt to give you notice and allow you 30 days to cure. If you fail to cure or there are extenuating circumstances, CompuCom may suspend or terminate this Agreement without prior notice if (a) you are in breach of any of the terms of this Agreement; (b) your use of a Service is prohibited by law or is disruptive to, adversely impacts, or causes a malfunction to the Service, CompuCom's network, or the use and enjoyment of other users; (c) CompuCom receives an order from a court; (d) CompuCom ceases to offer the Services; (e) we determine that you are abusing a Service or using it excessively; (f) you fail to pay the Fees when due; (g) your bank or debit or credit card provider denies or discontinues your payment method for any reason; or (h) your debit or credit card expires and you fail to update your payment information.

FEES AND PAYMENT

20. You agree to pay the charges applicable to the Services and Products that you purchase, as well as any other applicable charges including but not limited to taxes, shipping and handling fees, activation fees, set-up fees, minimum service fees, no-show fees, failure to cancel fees, termination fees, and insufficient credit or insufficient funds fees (each a “**Fee**” and collectively the “**Fees**”). You authorize CompuCom to charge your debit or credit card or other accepted payment method for payment of the Fees.
21. Fees may be charged (a) in advance of us providing the Service and/or (b) on a periodic basis. Set-up fees, activation fees, installation fees and other non-recurring charges will typically be included in your first invoice or Account statement. Recurring Fees and pre-purchased plans for Services will be billed in advance.

22. **BY PURCHASING A SUBSCRIPTION PLAN, YOU AGREE THAT WE MAY CHARGE THE PAYMENT METHOD ASSOCIATED WITH YOUR ACCOUNT AUTOMATICALLY ON A RECURRING MONTHLY BASIS UNTIL YOU OR WE TERMINATE YOUR SERVICE IN ACCORDANCE WITH THIS AGREEMENT.** Fees for services provided before the date of termination will not be refunded.
23. If any portion of your bill is not paid by the due date, CompuCom may charge you a late fee in a fixed amount as set forth in the Service Description. If CompuCom utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees. You agree that CompuCom may charge your debit or credit card or other accepted payment method until all amounts due to CompuCom are paid in full.
24. CompuCom reserves the right to conduct quarterly billing audits, based on a standard calendar year, to ensure accuracy in billing and make billing adjustments as needed.

LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY

25. We will use commercially reasonable efforts to provide the Services. You acknowledge and agree that the Services may not provide the results you desire. The Services may not detect or identify all issues or problems with your covered equipment, including hardware and software, and our Services may not remedy, repair or alleviate such issues or problems. Certain issues and problems may be beyond our ability to resolve. If any portion of the Services fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to us promptly after discovery and within 30 days from completion of the Service, we will re-perform the nonconforming Services. **THE REMEDIES EXPRESSLY SET FORTH ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**
26. For Products, to the extent permitted by the Suppliers and applicable law, CompuCom passes through to you any and all end-user warranties and intellectual property indemnities provided by the Suppliers.
27. The limited warranty in Paragraphs 25 and 26 do not cover any issues or interruptions caused by problems with a third-party service such as internet service providers, wireless service providers, DSL or cable companies. While we use reasonable security measures to deliver the Services, you acknowledge and agree that no data transmission over the internet is 100% secure and we cannot guarantee that your personal information or other data will be free from unauthorized intrusion.
28. COMPUCOM WILL MAKE COMMERCIALY REASONABLE ATTEMPTS TO DELIVER THE SERVICE, HOWEVER, EXCEPT AS SET FORTH IN PARAGRAPHS 25 AND 26 ABOVE, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OF THE SERVICE, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING YOUR TECHNOLOGY QUESTIONS OR EQUIPMENT PROBLEMS. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES SHALL CREATE ANY WARRANTY.
29. IN NO EVENT SHALL COMPUCOM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), OR ITS THIRD-PARTY LICENSORS, PROVIDERS, OR SUPPLIERS, BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO OR LOSS OF DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICES, OR COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF COMPUCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
30. IN NO EVENT SHALL OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SERVICES EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES IN ANY TWELVE (12) MONTH PERIOD IN THE CASE OF SUBSCRIPTION SERVICES, THE AMOUNT PAID BY YOU TO US FOR A PROJECT SERVICE, OR THE FEES PAID FOR THE APPLICABLE PRODUCT(S).
31. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW OR LIMIT THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN

DAMAGES. IF THESE LAWS APPLY TO YOU, OUR EXCLUSIONS OR LIMITATIONS APPLY TO YOU ONLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS AGREEMENT WILL IN ANY EVENT NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

INSURANCE

32. During the term of this Agreement and any applicable work order or statement of work, CompuCom shall maintain insurance policies of the types and with the minimum insurance limits set forth on **Exhibit A** attached hereto and incorporated herein. CompuCom shall be responsible for requiring that any subcontractor used to fulfill CompuCom's obligations under this Agreement and any applicable statement of work procures insurance policies of commercially reasonable types and limits as CompuCom, in its sole discretion, deems commensurate with the subcontractors' function and level of responsibility.

INDEMNIFICATION

33. You agree to indemnify, hold harmless, and defend CompuCom its officers, directors, employees, affiliates, agents, subcontractors, and any other third-party provider who furnishes Services to you in connection with this Agreement or the Services that you purchase from us against all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, in any way related to or arising from (i) the violation of applicable laws, regulations, or this Agreement by you; (ii) claims for infringement of any intellectual property rights arising from your use of the Services, or (iii) or any personal injury, death or property damage attributable to you. CompuCom may employ its own counsel at its own expense.

ARBITRATION AGREEMENT AND WAIVERS OF CLASS ACTION AND JURY TRIAL

34. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules ("**AAA Rules**") of the American Arbitration Association ("**AAA**"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA Rules. The arbitrator shall apply Florida law consistent with the Federal Arbitration Act. If you initiate arbitration against CompuCom, you must pay any AAA filing fee in effect at the time you initiate. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. BY AGREEING TO ARBITRATION, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL.**
35. **CLASS ACTION WAIVER.** If any claim proceeds in court rather than through arbitration, for any reason, **YOU AND COMPUCOM AGREE THAT YOU AND COMPUCOM MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

GENERAL PROVISIONS

36. This Agreement is governed by the law of Florida and the arbitration provisions of this Agreement are governed by the Federal Arbitration Act. Court proceedings must be brought in Palm Beach County, Florida, provided that if you bring a small claims action you may do so in the jurisdiction of your billing address. Any claim under the Agreement must be filed within two (2) years after the claim or cause of action arises. CompuCom shall be entitled to recover its reasonable attorneys' fees and costs if it prevails in an action.
37. CompuCom's failure to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be waiver of such terms. If any provision is held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
38. These Terms and any Service Description constitute the entire Agreement between you and CompuCom regarding the subject matter of this Agreement. Any changes by you to this Agreement are void. Service Description controls in conflict between these Terms and a Service Description.
39. You and CompuCom are entering into this Agreement as independent contractors and nothing in this Agreement shall be construed to create an employment relationship and, except as set forth in this Agreement, neither has

the authority to bind the other to any third party or otherwise to act in any way as the representative of the other.

40. Any Agreement entered into shall be binding upon and inure to the benefit of the parties and the respective successors and assigns.
41. Send any notice under these Terms or any Agreement in writing, addressed to CompuCom at 8106 Calvin Hall Rd., Ft. Mill, SC 29707. We will send notice to you by email, phone, text, posting or at your Account address.

EXHIBIT A
INSURANCE REQUIREMENTS

1. **Statutory Workers' Compensation** ("all states") coverage for all of its employees, including occupational disease coverage, as required by applicable law and employer's liability with limits of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease in the aggregate.
2. **Commercial General Liability Insurance** written on an "occurrence" basis with a combined single limit of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage in a form providing coverage not less than a standard commercial general liability policy including hazards of operation coverage, broad form property damage liability coverage, products/completed operations coverage and contractual liability coverage.
3. **Automobile Liability Insurance** including Owned, Non-owned and Hired Motor Vehicle coverage, for vehicles operated by CompuCom, with a combined single limit of \$1,000,000 per accident for bodily injury and property damage.
4. **Technology Errors and Omissions Insurance**, written on a "claims-made" basis including Network and Information Security Liability and Communications and Media Liability coverage with a limit of \$5,000,000 per claim and in the aggregate. Policy shall include coverage for unauthorized use or loss of or access to data, invasion of privacy and identity theft, and failure to prevent unauthorized access or use of private or confidential information of others, including, Notification costs in accordance with policy terms and provisions and applicable sub-limits.
5. **Business Personal Property Insurance** in an amount equal to the full replacement value covering CompuCom's goods, wares, supplies, equipment and personal property, which CompuCom may elect to self-insure in a manner consistent with its risk management program in effect from time to time.
6. **Commercial Crime Insurance**, including employee dishonesty and computer fraud, covering loss of Client's money, securities or inventory in connection with, fraudulent or dishonest acts committed by the employees of CompuCom, acting alone or in collusion with others, with a limit of \$10,000,000.
7. **Umbrella Liability** and/or **Excess Liability Insurance** with a limit of \$15,000,000.00 per occurrence and in the annual aggregate.