

STANDARD TERMS AND CONDITIONS

1. Services & Statements of Work

The Services to be covered under this Agreement are set forth in one or more Statements of Work ("SOW"), together with any Exhibits, which shall reference this Agreement; and the terms and conditions contained herein will be a part of any such Statements of Work or Exhibits. In the event Client chooses to order products or Services from PC Connection Sales Corporation or any of its Affiliates ("Service Provider") utilizing the Internet or Service Provider's website, the terms and conditions contained therein shall apply to any such products or Services ordered. The cost, installation and functioning of all products not provided by Service Provider in rendering Services hereunder, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Client's sole responsibility.

2. Pricing & Terms of Payment

(a) The price for Services to be provided will be set forth in Exhibits or SOWs. Service Provider may, after the initial term of an Exhibit of Statement of Work, increase charges for Services by giving the Client thirty (30) days written notice.

(b) All terms are net 30 days, unless otherwise specified in the SOW, contingent upon Client qualifying for credit with Service Provider. Should Client not qualify for sufficient credit with Service Provider, payment must be made via other acceptable form such as credit card or prepayment. Failure to pay within specified terms may at the option of Service Provider result in the suspension of the contract, imposition of interest charges at the rate of a 1.5% per month or the highest allowed by law, whichever is lower, and may result in the termination of the contract by Service Provider upon written notice.

(c) The SOW shall specify whether the contract is based on a fixed price or hourly rate. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Client unless otherwise specified in SOW or Exhibit.

(d) Any sales and use taxes shall be added to the invoice. In the event Client claims exemption from sales and use taxes, Client must provide Service Provider with the appropriate tax exemption certificate from the taxing authority.

3. Fees & Taxes

Client, at its expense, shall pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of anything performed under this Agreement, excluding, however, all taxes and assessments applicable to Service Provider income or applicable to Service Provider property. If Service Provider is required to remit any fee, tax, or duty on behalf of or for the account of Client, Client will reimburse Service Provider within ten (10) days after Service Provider notifies Client in writing of such remittance.

4. Proprietary Rights

Except for any Deliverables as set forth in a SOW, Service Provider does not convey or transfer nor does Client obtain any right or interest in any of the software programs, systems, tools, data or materials or process utilized or provided by Service Provider in connection with the performance of this Agreement, including but not limited to the absat technologies. Service Provider grants to Client a perpetual, royalty-free, worldwide right to use the technology imbedded in the Services.

5. Client Representations

Client represents and warrants to Service Provider that Client has the right to authorize Service Provider to repair and/or Service all items of computer products, hardware or software, which are or become subject to this Agreement.

6. Client Responsibilities

Client, at its expense, shall:

- a. Allow employees or agents of Service Provider reasonable access to the premises and facilities where the Service is to be provided, and Client shall not require Service Provider's personnel to sign any document that has not been approved in advance by Service Provider.
- b. Provide appropriate electric current for any necessary purpose with suitable outlets.
- c. Provide safe, suitable and easily accessible floor space, adjacent to where Service will be provided.
- d. Provide suitable environmental conditions for installation as may be specified in a SOW.
- e. Provide reasonable assistance to Service Provider as requested.
- f. Use the Services only on or with equipment and software recommended by Client, or the applicable manufacturers and software providers.

Upon the failure of Client to comply with the responsibilities set forth in this Section ("Non-compliance"), Service Provider may, at its option, refuse to perform any Service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of Service Provider without any liability or obligation under this Agreement or any applicable law; provided further, that Service Provider may charge Client at its then current labor rates for any Service call at which no Service was performed by Service Provider as a result of Non-compliance.

In the event Service Provider holds, stores, or provides storage Services for any of Client's property, including but not limited to any computer hardware or products, Client is required to maintain insurance on such property at its own expense and shall provide Service Provider with a certificate of insurance naming Service Provider as an additional insured. In case of loss, Client's insurance shall be primary and Service Provider's coverage, if any, shall be non-contributory. Unless otherwise provided by an Exhibit, Service Provider has no liability for Client's property stored at Service Provider's premises.

7. Limited Warranty

(a) Computer & Technical Services. Service Provider shall provide computer and/or other technical Services in a good workmanlike and professional manner consistent with current industry standards, and that such Services shall for a period of sixty (60) days following completion conform to the specifications in the Scope of Work. The foregoing limited warranty is contingent upon Client fulfilling the Client responsibilities set forth above and any other conditions that may be specified in the applicable SOW. All product and Service completion schedules provided by Service Provider are estimates and are provided for planning purposes only.

In the event Client finds any Services provided hereunder to be defective or nonconforming during the warranty period, subject to the limitations set forth above, Service Provider shall promptly correct such Services to the reasonable satisfaction of Client in accordance with the specifications set forth in the SOW. In the event such corrected Services fail to comply with the specifications set forth in the SOW, then at Client's option, Service Provider shall again promptly correct such Services or shall reimburse to Client the payments made to Service Provider for such Services. The foregoing constitutes Client's sole remedy for Service warranty claims relating to computer and technical Services.

To the extent Service Provider is supplying third-party hardware or software as part of the Services, such hardware and software shall be provided with the manufacturers' or publishers' standard end user warranties, if any. Service Provider makes no independent warranties with regards to third-party hardware or software.

(b) Personnel Services. Warranties, if any, relating to the provision of personnel placement and recruiting Services will be as set forth in the applicable SOW.

8. Disclaimer of All Other Warranties

WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES PROVIDED WILL BE ERROR-FREE OR THAT CLIENT'S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

9. Limitation of Liability

SERVICE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY SUCH EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDER'S NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO SERVICE PROVIDER BY CLIENT FOR THE COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, PARTS OR SERVICE WHICHEVER IS LESS.

Service Provider shall not be responsible for damages caused by (i) accidents, misuse, misapplication, or neglect of Client or any of its agents or employees or as result of Service by any person other than a Service Provider representative; (ii) placement or operation of computer products in an area that does not comply with manufacturer's published space or environmental requirements; or (iii) improper storage, use, and movement of any computer products to be Serviced.

Internet/Transmission Disclaimer. Service Provider does not and cannot control the flow of data over the Internet or the integrity of the Internet (the global system of interconnected computer networks). Therefore, Service Provider disclaims all liability for loss of data, corruption of data, or inability to provide Services, as a result of disruptions, slowdowns, breakdowns, or other technical issues affecting the Internet.

10. Completion of Services

(a) Completion of Services shall be documented by the Service Provider Acceptance Form – Exhibit A, which Client shall execute and return promptly. Services shall be deemed complete if Client fails to return the Acceptance Form within 7 days of the completion of Services by Service Provider. For products that do not require installation or Services an Acceptance for Services Delivered form is not required and Acceptance shall occur upon delivery of products to Client.

(b) If provided for in the Statement of Work, an Acceptance Plan may be co-developed by Service Provider and Client and used to determine successful completion of the deliverables and final acceptance.

11. Term

Unless otherwise stated herein, the term of this Agreement shall be from the execution of the SOW Acceptance Page until the client's acceptance of the completion of Services as described in Section 5 of this Agreement.

12. Right of Termination

(a) Service Provider:

If Service Provider is unable to furnish any parts or acquire technical data required to repair and/or Service any item of computer hardware products, then Service Provider may cancel coverage for that item under the Agreement and Service Provider will refund payment for the remaining days of coverage under this Agreement, on a pro rata basis.

If, during the course of this Agreement, items of computer products experience an excessive failure rate due to age, discontinuance of spare parts availability from the manufacturer or other causes beyond Service Provider's control, Client agrees to replace or refurbish said Equipment at no charge to Service Provider. If Client fails to do so, Service Provider may, at its option, exclude such item from coverage by giving the Client thirty (30) days written notice.

(b) Mutual Rights of Termination:

Either party may terminate this Agreement at any time if the other party breaches any material provision hereof and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion.

After the initial term, unless dates are otherwise designated for specific Services set forth in an Exhibit or Statement of Work, either Party hereto shall have the right to terminate this Agreement without cause, without penalty, and without liability for any damages as a result of such termination at any time giving the other Party at least thirty (30) days prior written notice of such termination. If either Party properly terminates the Agreement, Service Provider will provide a pro rata refund for any advanced payment for the remaining days of coverage under the Agreement. Any funds so owed by Service Provider will be refunded in full within sixty (60) days after receiving written notice of contract termination. Notwithstanding any termination of this Agreement, Client shall be obligated to pay Service Provider for (i) all products and Services provided by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination; and (ii) all incidental costs and expenses incurred by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination.

13. Personal Information

Service Provider represents and warrants to Client that in connection with the receipt, storage, use and/or transfer of Personal Information, it shall (a) at all times maintain the confidentiality of Personal Information provided Service Provider or otherwise disclosed to Service Provider in connection with the provisions of Services under this Agreement, and (b) maintain appropriate security measures that are in compliance with data protection regulations promulgated under applicable state and federal laws of the United States. For the purposes of this section "Personal Information" means the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security number; (ii) driver's license number/state-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account.

14. Nondisclosure

(a) Each party shall retain all rights to its Confidential Material. Each receiving party agrees to take such measures to prevent the unauthorized disclosure to third parties of Confidential Material, as it would take to prevent disclosure of its own proprietary or confidential information but in no event less than reasonable measures. To the extent practicable, information protected by this Agreement shall be marked "Confidential". Information exchanged prior to the date of this Agreement shall be considered Confidential Material.

(b) Disclosure will be limited to such employees and agents of receiving party as necessary for proper evaluation and provision of Services under this Agreement. In the event receiving party must secure the Services of a third party for proper evaluation, receiving party shall obtain an agreement from such third party at least as restrictive as this Agreement. Receiving party shall disclose such agreements to other party upon request. Except as necessary for proper evaluation and provision of Services under this Agreement, Confidential Material obtained pursuant to this Agreement may not be duplicated, and all Confidential Material exchanged pursuant to this Agreement must be destroyed or returned to the originating party upon request.

(c) Confidential Material may not be used by the receiving party except as expressly permitted herein; no grant of license to use Confidential Material is given by this Agreement.

(d) Confidential Material shall not include the following: Information obtained by receiving party that (i) is or becomes generally known or available to the public through no breach by receiving party, (ii) is lawfully known to it at the time of receipt, (iii) is subsequently furnished to it lawfully by a third party without restriction, or (iv) is furnished by the originating party to a third party without restriction.

(e) Confidential Material is provided "AS IS" and no warranties or representations are given, and receiving party shall rely on such information at its own risk. The exchange of Confidential Material shall not obligate either party to enter into a business or other relationship.

In the event a receiving party receives a subpoena or discovery request for Confidential Material, it shall immediately notify originating party in writing and give originating party the opportunity to contest the disclosure of Confidential Information.

(f) Service Provider may from time to time disclose information to the PCI Security Standards Council or a Qualified Security Assessor in order to remain in compliance with the credit card security standards. Such disclosure shall be permitted under this Section.

(g) The parties acknowledge that unauthorized disclosure or use of Confidential Material may cause irreparable damage to the disclosing party for which monetary damages may not be adequate relief. Therefore, in addition to any other remedies it may have, the disclosing party shall be entitled to seek injunctive relief against actual or threatened unauthorized disclosure or use of Confidential Material.

(h) Confidential Material shall be protected hereunder for a period of five (5) years following the termination of this Agreement.

15. Non-Solicitation of Personnel

Client shall not solicit for employment, directly or indirectly, the officers, employees, subcontractors or agents ("Personnel") of Service Provider who have performed duties in support of this Agreement during the term hereof and until eighteen (18) months after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement, unless explicitly agreed to in writing by the parties. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this Agreement. Should Client solicit any Personnel for employment in violation of this Section, and should that employee subsequently become an employee of the Client, the Client agrees to reimburse Service Provider an amount equal to the salary and commissions, if any, earned by the employee during the last twelve (12) months while employed by Service Provider. Both parties agree that this amount represents reasonable compensation to Service Provider for its cost of recruiting and training, and does not constitute a penalty. Such amount will be due and payable by the Client within ten (10) days of receipt of written demand from Service Provider. Nothing herein shall prevent an employee of Service Provider from responding to an employment advertisement or announcement of general circulation made by Client. The intention of this Section is to prohibit the active recruitment of Personnel.

16. Binding Agreement and Assignments

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party provided however, that such consent shall not be required in the event of an assignment made to an affiliate of either party or to a successor or purchaser in a merger, acquisition or sale or transfer of all or substantially all of the business, assets or equity of either party, provided that the successor/assignee is not deemed to be a competitor of non-assigning party.

17. Waiver

No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

18. Subcontracting

Service Provider may subcontract for on-site Services provided to Client. Such subcontracting will not release Service Provider from any of its obligations in this Agreement.

19. Force Majeure

Neither Party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, social conflict, fire, explosion, earthquake or sabotage.

20. Notices

All notices herein provided for or which may be given in connection with this Agreement shall be by certified mail with postage prepaid and return receipt requested or personal delivery or facsimile.

If any such notice by Client to Service Provider, it shall be addressed to:

To:
PC Connection Sales Corporation
730 Milford Road
Merrimack, NH 03054
ATTN: Legal Department

And if given by Service Provider to Client such notice shall be addressed to:

Client: _____
Attn: _____
Address: _____

21. Dispute Resolution

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this project. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event the parties cannot reach a satisfactory settlement under the aforementioned process, they each agree to present the dispute to non-binding mediation before a mutually agreeable neutral mediator at a mutually agreeable neutral site. If mediation is not successful, the parties may proceed to binding arbitration or litigation.

22. Governing Law

This Agreement shall be interpreted and governed by the laws of the State of New Hampshire without giving effect to choice of law provisions. Any dispute arising under this Agreement shall be heard exclusively in the courts sitting in the State of New Hampshire, and the Parties hereby consent to the jurisdiction of such courts.

23. Attorneys' Fees

The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees and related costs.

24. Independent Contractor

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

25. Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and replaces any prior oral or written communications. The attached Exhibits hereto are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Client and Service Provider, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.

26. Severability

In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

27. Headings and Interpretations

The headings of the Sections of this Agreement are intended solely for convenience or reference, and shall be given no effect in the construction or interpretation of this Agreement. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

28. Order of Precedence

In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) this Agreement; (ii) any exhibits or Statements of Work; (iii) change authorizations and/or orders executed by the parties; and (iv) purchase orders and/or statements of work executed by the parties. Any preprinted terms and conditions in any Client purchase order shall be deleted and be void and of no effect.

29. Counterparts

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.