

END USER LICENSE AGREEMENT

This END USER LICENSE AGREEMENT (“Agreement”) is entered into by and between the CDW Contracting Party specified in Section 1 below (the “CDW Contracting Party”) and the client entity provided with access to the Services (the “Client”), and becomes effective on the date in which the Services are made available to the Client (the “Effective Date”). The Agreement is also deemed to include the Privacy Policy and any other terms expressly referenced herein or in other incorporated documents, all of which are expressly deemed incorporated in the Agreement by this reference. The CDW Contracting Party may revise and update this Agreement from time-to-time in its sole discretion, with all such changes becoming effective immediately upon update. Client’s continued use of the Services following the posting of a revised Agreement is Client’s acceptance and agreement to the modified terms.

1. DEFINITIONS

The following definitions shall apply to this Agreement:

“Account Country” is the country associated with your account with the CDW Contracting Party. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if you have a credit card associated with your CDW account that is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

“Affiliate” means any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“API” or “APIs” means application programming interfaces, consisting of routines, protocols, interfaces, and tools for accessing data and/or applications, as provided by the CDW Contracting Party as part of the Services.

“Authorized Users” means individuals who are authorized by Client to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Client (or by the CDW Contracting Party at Client’s request). Authorized Users may include but are not limited to employees, consultants, contractors, and agents of Client, and third parties with which Client transacts business.

“CDW” means the CDW Contracting Party and its Affiliates.

“CDW Contracting Party” means the party that you purchase products and/or services from identified in the table below, based on your Account Country. If you change your Account Country (or a different CDW Contracting Party in your Account Country) to one identified to a different CDW Contracting Party below, you agree that this Agreement is then assigned to the new CDW Contracting Party under Section 1 without any further action required by either party.

Account Country	CDW Contracting Party	Mailing Address and Notice Address
United States	CDW Direct, LLC	200 N. Milwaukee Ave. Vernon Hills, IL 60061
	CDW Government LLC	200 N. Milwaukee Ave. Vernon Hills, IL 60061
	Sirius Computer Solutions, LLC	10100 Reunion Place, Suite 500 San Antonio, TX 78216
	Sirius Federal, LLC	2151 Priest Bridge Dr. Crofton, MD 21114

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“Client” means the Client named above and its Affiliates.

“Client Data” means all electronic data or information submitted by Client to the Services.

“Confidential Information” means: (a) CDW Technology (which is Confidential Information of the CDW Contracting Party); (b) Client Data and Client Technology (which is Confidential Information of Client); (c) any information of a party that is disclosed in writing or orally and is designated as Confidential or Proprietary at time of disclosure (and, for oral disclosures, summarized in writing within 30 days of initial disclosure and delivered in written summary form to the Receiving Party), or that, due to the nature of the information or circumstances of disclosure, Receiving Party would understand it to be Disclosing Party’s confidential information; and (d) the specific terms of this Agreement, any proposal, any statement of work, and any amendment or attachment to any of these, between the parties (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by Receiving Party; (ii) was already rightfully in Receiving Party’s possession, without restriction on use or disclosure, when Receiving Party received it under this Agreement; (iii) is independently developed by Receiving Party without use of Disclosing Party’s Confidential Information; or (iv) was or is rightfully obtained by Receiving Party, without restriction on use or disclosure, from a third party not under a duty of confidentiality to Disclosing Party.

“Data Protection Laws” means applicable state and federal laws in the United States governing the privacy and security of Personal Information including, as applicable, the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. (“CCPA”) as amended by the California Privacy Rights Act of 2020 (“CPRA”).

“Disclosing Party” means the party that has disclosed Confidential Information to the Receiving Party.

“Governing Law” and “Governing Courts” mean, for each CDW Contracting Party, the laws and courts set forth in the following table:

CDW Contracting Party	Governing Laws	Governing Courts
CDW Direct, LLC	Laws of the State of Illinois	The state and federal courts in Cook County, Illinois
CDW Government LLC	Laws of the State of Illinois	The state and federal courts in Cook County, Illinois
Sirius Computer Solutions, LLC	Laws of the State of Illinois	The state and federal courts in Cook County, Illinois
Sirius Federal, LLC	Laws of the State of Illinois	The state and federal courts in Cook County, Illinois

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

“Non-CDW Applications” means online applications, third-party hosting services, and software products that are provided by third party entities or individuals other than the CDW Contracting Party, and that inter-operate with the Services.

“Personal Information” means any Customer information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services, including any information that qualifies as “personal data” under Data Protection Laws.

“Privacy Policy” means the following Privacy Policy, as updated from time-to-time:
<https://www.cdw.com/content/cdw/en/terms-conditions/privacy-notice.html>

“Process” or “Processing” means collect, record, store, retain, use, disclose or otherwise access.

“Receiving Party” means the party that has been provided with Confidential Information of the Disclosing Party.

“Services” means the software-as-a-service made available by the CDW Contracting Party online, but expressly excludes Non-CDW Applications.

“CDW Technology” means: (a) the Services and any related documentation, technology, and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, CDW; and (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals.

“Subscription” means the subscription of Services that is offered to Client and accepted by Client upon first use.

“Term” means the Services subscription term agreed to by the Client and the CDW Contracting Party.

2. SERVICES

2.1 Provision of Services. During the Term of the Subscription, Client will receive a nonexclusive, nonassignable, non-transferable, non-sublicensable worldwide right to access and use the Services solely for its internal business operations, subject to the terms of this Agreement. Client agrees the provision of Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the CDW Contracting Party regarding future functionality or features.

2.2 User Subscriptions. Services are provided on a “per User” basis and may be accessed by no more than the number of Authorized Users specified by the CDW Contracting Party, (ii) additional Authorized Users may be added during the applicable Subscription Term if authorized by the CDW Contracting Party, and (iii) the added Authorized User Subscriptions shall terminate on the same date as the pre-existing Authorized User Subscriptions. Subscriptions are for designated Authorized Users only and cannot be shared or used by more than one Authorized User, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the Services. Client is responsible for cancelling access rights from former Authorized Users, whether resulting from reassignment, termination of employment, or any other reason.

2.3 CDW Responsibilities. The CDW Contracting Party shall: (i) provide CDW basic support for the Services to Client at no additional charge, pursuant to Section 10.5; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for : (a) planned downtime, or (b) any unavailability caused by circumstances beyond the CDW Contracting Party’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, pandemics, strikes or other labor problems (other than those involving the CDW Contracting Party’s employees), Internet and hosting service provider failures or delays, or denial of service attacks; and (iii) provide the Services only in accordance with applicable laws and government regulations.

2.4 CDW Protection of Client Data. The CDW Contracting Party shall not modify Client Data, disclose Client Data except as compelled by law in accordance with the “Confidentiality: Compelled Disclosure” section below or as expressly permitted in writing by Client, or access Client Data except to provide the Services and prevent or address service or technical problems, or at Client’s request in connection with Client support matters. Client shall be solely responsible for maintaining adequate controls over its Processing and data transmissions up to but excluding transmissions within the Services. Client acknowledges and agrees that the CDW Contracting Party is not responsible for checking, verifying, or editing the content or completeness of the information transmitted through the Services. The CDW Contracting Party will use commercially reasonable efforts to notify Client of any detected non-conforming Processing and/or transmissions.

2.5 Client Responsibilities. Client shall (i) be responsible for Authorized Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality, and legality of Client Data and of the means by which it acquired Client Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify the CDW Contracting Party promptly of any such unauthorized access or use; (iv) use the Services only in accordance with this Agreement and applicable laws and government regulations; and (v) implement and maintain privacy protections and security measures for components that Client provides or controls, and for determining whether the Services are appropriate for storage and Processing of information subject to any applicable law or regulation. (vi) provide timely responses to inquiries and requests for approvals and authorizations from the CDW Contracting Party; (vii) provide access to any information or materials reasonably requested by the CDW Contracting Party which are necessary or useful as determined by the CDW Contracting Party in connection with providing the Services, including, but not limited to, physical and computer access to Client's computer systems; and (viii) provide all Required Consents necessary for the CDW Contracting Party to provide the Services. "Required Consents" means consents or approvals required to give the CDW Contracting Party, its Affiliates, and its and their subcontractors the right or license to Process any Personal Information under applicable Data Protection Laws and access, use and modify all data and third party products. Client acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Client and the knowledge and cooperation of the agents, employees or subcontractors engaged or appointed by Client who are selected by Client to work with the CDW Contracting Party. Further, Client is responsible for acquiring and maintaining internet connectivity in order to access and use the Services, and Client acknowledges that problems with the internet, including equipment, software, or network failures, impairments, or congestion may prevent, interrupt, or delay Client's access to the Services. Client shall be responsible for ordering, installing, maintaining the proper functioning of, and paying for any communications connections at Client's terminals or other access devices at Client's sites. Client shall not (a) make the Services available to anyone other than Authorized Users; (b) sell, rent, license, lease, distribute, host, or otherwise transfer rights to or use of the Services; (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Services to store or transmit malware or Malicious Code; (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (f) attempt to gain unauthorized access to the Services or their related systems or networks; (g) download or otherwise remove copies of Services or source code except as explicitly authorized hereunder; or (h) reverse engineer, disassemble, decompile, translate, or otherwise attempt to discover any source code, algorithms, tags, specifications, architecture, structure, or other elements of the Services, in whole or in part, for competitive purposes or otherwise. Client must promptly notify the CDW Contracting Party about any possible misuse of Client's User accounts or authentication credentials or any security incident related to the Services. Client consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual Users may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting the CDW Contracting Party.

2.6 Client Representation. Client represents and warrants that it has all right and authority to submit the Client Data to the Services.

3. NON-CDW PRODUCTS, SERVICES, & PROVIDERS

3.1 Acquisition of Non-CDW Products and Services. The CDW Contracting Party or third parties may from time-to-time make available to Client third-party products or services, including but not limited to Non-CDW Applications and implementation, customization, and other consulting services. Any acquisition by Client of such non-CDW products or services, and any exchange of data between Client and any non-CDW provider, is solely between Client and the applicable non-CDW provider. The CDW Contracting Party does not warrant or support non-CDW products or services, whether or not they are designated by the CDW Contracting Party as "certified" or otherwise, except as specified in a mutually executed statement of work or proposal. Subject to the "Integration with Non-CDW Applications" section below, no non-CDW products or services are required to use the Services except for a supported computing device, operating system, web browser, and Internet connection. If Client installs or uses any Non-CDW Applications with the Services, Client may not do so in any way that would subject the CDW Contracting Party's intellectual property or technology to obligations beyond those expressly included in Client's licensing agreement. For Client's convenience, the CDW Contracting Party may include charges for other products or services purchased by Client from the CDW Contracting Party as part of Client's invoice for the Services. In the case of third party

products or services, Client shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to Client and Client will look solely to the third party for any loss, claims or damages arising from or related to the provision of such third party products or Services. Client and its Affiliates hereby release the CDW Contracting Party from any and all claims arising from or relating to the purchase or provision of any such third party products or services. Any amounts, including, but not limited to, taxes, associated with third party products or services which may be collected by the CDW Contracting Party will be collected solely in the capacity as an independent sales agent.

3.2 Non-CDW Applications and Client Data. If Client installs or enables Non-CDW Applications for use with Services, Client acknowledges that the CDW Contracting Party may allow providers of those Non-CDW Applications to access Client Data as required for the inter-operation and support of such Non-CDW Applications with the Services. The CDW Contracting Party shall not be responsible for any disclosure, modification, or deletion of Client Data resulting from any such access by Non-CDW Application providers. The Services shall allow Client to restrict such access by restricting Authorized Users from installing or enabling such Non-CDW Applications for use with the Services. Client understands that the CDW Contracting Party is not the provider of Non-CDW Applications purchased by Client hereunder and the only warranties offered are those of the provider, not the CDW Contracting Party. In purchasing Non-CDW Applications, Client is relying on the provider's specifications only and is not relying on any statements, specifications or illustrations of the CDW Contracting Party representing the Non-CDW Applications. Customer further acknowledges and agrees that the CDW Contracting Party makes no representations, warranties or assurances that Non-CDW Applications 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 Client agrees to indemnify the CDW Contracting Party in connection with any such use of Non-CDW Applications. Customer further agrees to review and comply with the provider's disclaimers and restrictions regarding the use of the Products in high-risk environments. Client expressly waives any claim that it may have against the CDW Contracting Party based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Non-CDW Applications and also waives any right to indemnification from the CDW Contracting Party against any such Claim made against Client or its Affiliates by a third party.

3.3 Integration with Non-CDW Applications. The Services may contain features designed to interoperate with Non-CDW Applications. To use such features, Client may be required to obtain access to such Non-CDW Applications from their providers. If the provider of any such Non-CDW Application ceases to make its products compatible for interoperation with the corresponding Service features, the CDW Contracting Party may cease providing such Service features without entitling Client to any refund, credit, or other compensation.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, the CDW Contracting Party reserves all right, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

4.2 Restrictions. Client shall not (i) permit any third party to access the Services except as permitted herein; (ii) reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material in the Services, nor create derivative works based on the Services, except as permitted herein; (iii) copy, frame, or mirror any part or content of the Services, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes; (iv) reverse-engineer, disassemble, or otherwise attempt to derive the source code for the Services; or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions, or graphics of the Services.

4.3 Client Applications and Code. If Client, a third party acting on Client's behalf, or a User creates applications or program code using the Services, Client authorizes the CDW Contracting Party to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for the CDW Contracting Party to provide the Services in accordance with this Agreement. Subject to the above, the CDW Contracting Party acquires no right, title, or interest from Client or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

4.4 Client Data. Subject to the limited rights granted by Client hereunder, the CDW Contracting Party acquires no right, title, or interest from Client or its licensors under this Agreement in or to Client Data, including any intellectual property rights therein. Client is solely responsible for the content, daily back-up and other protection of all Client Data. Client will secure and maintain all rights in Client Data necessary for the CDW Contracting Party to provide the Services to Client without violating the rights of any third party or otherwise obligating the CDW Contracting Party to Client or to any third party. The CDW Contracting Party does not and will not assume any obligations with respect to Client Data or to Client's use of the Services other than as expressly set forth herein or as required by applicable law.

4.5 Processing of Personal Data. The CDW Contracting Party agrees that to the extent required by relevant Data Protection Laws, it will Process Personal Information only for purpose of providing the Services or as otherwise instructed by Client, and it will not (a) "sell" or "share" Personal Information as that term is defined under applicable Data Protection Laws; (b) disclose Personal Information to any third parties unless authorized pursuant to this Agreement; or (c) combine Personal Information with Personal Information that it receives from or on behalf of any other third party or its interactions with data subjects. The CDW Contracting Party shall implement and maintain reasonable and appropriate technical, organizational, and physical safeguards designed to prevent the unauthorized or unlawful Processing of Personal Information in its possession or control, taking into account the nature of the CDW Contracting Party' Processing. Further, the CDW Contracting Party agrees to (i) provide Client with assessments or reviews that provide information necessary to enable Client to confirm that the CDW Contracting Party is Processing Personal Information in a manner consistent with Client's obligations under applicable Data Protection Laws; (ii) notify Client in writing if it can no longer comply with Data Protection Laws with respect to its Processing of Personal Information; and (iii) permit Client to cease the transfer of Personal Information to the CDW Contracting Party or limit any access by the CDW Contracting Party to Personal Information in order to mitigate and remediate any unauthorized use of Personal Information or otherwise take any reasonable steps to stop any unauthorized use of Personal Information, all upon reasonable notice to the CDW Contracting Party.

4.6 Application Programming Interfaces. As between the parties, the CDW Contracting Party owns all rights, title, and interest in and to the APIs, and all elements, components, and executables of the APIs. Client may request access to the APIs as part of the Services for no additional fee; however, the CDW Contracting Party retains the right to charge a fee for the APIs in the future. Subject to the prior written consent of the CDW Contracting Party, and Client's compliance with the terms of this Agreement, the CDW Contracting Party grants Client a non-exclusive, non-transferable, revocable, non-sublicensable license, to interact with the API only for the purposes of interfacing with the Service as allowed by the API. The CDW Contracting Party reserves the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of the Services. The APIs are provided on an "AS IS" and "AS AVAILABLE" basis, and the CDW Contracting Party shall have no liability to Client related to any change, temporary unavailability, suspension, or termination of access to the API. Client shall not: (i) copy, rent, redistribute, sell, adapt, disassemble, lease, assign, reverse engineer, modify, or decompile the APIs or any part thereof; (ii) access the APIs or documentation in violation of any law or regulation; (iii) access the APIs in any manner that (a) compromises, disrupts, interferes with, breaks, or circumvents any of the CDW Contracting Party's technical processes or security measures associated with the Services, (b) poses a security vulnerability to CDW or other customers or users of the Services, or (c) tests the vulnerability of the CDW Contracting Party systems or networks; (iv) access any APIs or documentation in order to replicate or compete with the Services; (v) attempt to use the APIs in a manner that exceeds rate limits, or constitutes excessive or abusive usage; (vi) use the APIs, or any data obtained using the APIs, to conduct performance testing unless expressly permitted by the CDW Contracting Party; or (vii) share or disclose the APIs or any part thereof, any data obtained using the APIs, or any other CDW Contracting Party offering accessed through the APIs, with any third party without the CDW Contracting Party's express written permission. The CDW Contracting Party reserves the right to change or discontinue the availability of some or all of the APIs at any time for any reason with or without notice. Should the CDW Contracting Party reasonably determine that Client has violated the terms of this Agreement, the CDW Contracting Party may suspend or terminate Client's access to the API on a temporary or permanent basis. Client shall use its best efforts to safeguard the secrecy and security of the API credentials and all associated login information and shall promptly notify the CDW Contracting Party in the event that Client becomes aware of any potential infringement, misappropriation, theft, misuse, or unauthorized access. Client understands and agrees that it shall be solely responsible for all activities that occur using

such API credentials, regardless of whether such activities are undertaken by Client or a third party, to the extent not caused by the negligence of the CDW Contracting Party.

4.7 Suggestions. The CDW Contracting Party shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by Client, including Authorized Users, relating to the operation of the Services.

4.8 U.S. Government Rights. The CDW Contracting Party provides the Services, including related software and technology, for ultimate U.S. government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with the CDW Contracting Party to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

5. CONFIDENTIALITY

5.1 Protection of Confidential Information. Each party acknowledges that certain information that it shall acquire from the other party is of a special and unique character and shall, and as such, shall be considered Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

5.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6. WARRANTIES

6.1 Warranties. The CDW Contracting Party warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) subject to the "Integration with Non-CDW Services" section above, the functionality of the Services will not be materially decreased during a subscription term, and (iv) it will not transmit Malicious Code to Client, provided it is not a breach of this subpart (iv) if Client or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Client's exclusive remedy shall be as provided in the "Termination for Cause" section below. Client warrants that it has validly entered into this Agreement and has the legal power to do so. Notwithstanding the foregoing, Client understands and agrees that these warranties are provided to Client and its Affiliates only and shall not apply and be void to the degree that any malfunction or failure occurs because or resulted from (a) the Services not used in accordance with this Agreement and any other written instructions; (b) the Services being altered, modified, or converted by Client without the prior written approval of the CDW Contracting Party; (c) the malfunctioning of Client's or third-party's hardware or software or site preparation, or site or environmental conditions; (d) accident, abuse or misapplication of the Services; or (e) the Services, or a portion thereof, becoming inoperative due to any other causes outside the control of the CDW Contracting Party. The

CDW Contracting Party shall not be required to respond to a warranty claim under this section to the extent that Client has not timely paid amounts due and owing to the CDW Contracting Party under this Agreement. Client acknowledges that no employee of the CDW Contracting Party is authorized to make any representation or warranty on behalf of the CDW Contracting Party that is not in this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE CDW CONTRACTING PARTY MAKES NO WARRANTY THAT OPERATION OF THE SERVICES WILL BE SECURE, ERROR-FREE, OR OTHERWISE FREE FROM INTERRUPTION. CLIENT UNDERSTANDS AND AGREES THAT IT MUST DETERMINE WHETHER THE SERVICES SUFFICIENTLY MEETS ITS REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY AND SHALL ASSUME SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SERVICES TO MEET CLIENT'S REQUIREMENTS. ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY CDW WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN THE CDW CONTRACTING PARTY AND CLIENT.

6.3 Beta-Test Services. From time-to-time the CDW Contracting Party may invite Client to try, at no charge, CDW products or services that are not generally available to CDW Clients ("Beta-Test Services"). Client may accept or decline any such trial in its sole discretion. Any Beta-Test Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Beta-Test Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. BETA-TEST SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND, IF PROVIDED, ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. The CDW Contracting Party may discontinue Beta-Test Services at any time in its sole discretion and may never make them generally available.

7. MUTUAL INDEMNIFICATION

7.1 Indemnification by CDW. The CDW Contracting Party shall defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Client"), and shall indemnify Client for any damages, reasonable attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of, a Claim Against Client; provided that Client (a) promptly gives the CDW Contracting Party written notice of the Claim Against Client, (b) gives the CDW Contracting Party sole control of the defense and settlement of the Claim Against Client (provided that the CDW Contracting Party may not settle or defend any Claim Against Client unless it unconditionally releases Client of all liability), and (c) provides to the CDW Contracting Party all reasonable assistance, at the CDW Contracting Party's expense. In the event of a Claim Against Client, or if the CDW Contracting Party reasonably believes the Services may infringe or misappropriate, the CDW Contracting Party may in its sole discretion and at no cost to Client (i) modify the Services so that they no longer infringe or misappropriate, without breaching the CDW Contracting Party's warranties under "CDW Warranties" above, (ii) obtain a license for Client's continued use of the Services in accordance with this Agreement, or (iii) terminate Client's User subscriptions for such Services upon thirty (30) days' written notice and refund Client any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. This section shall not apply to infringement or misappropriation claims to the extent arising from: (1) designs, specifications or modifications requested by Client, (2) designs, specifications or modifications originated by any party other than the CDW Contracting Party, (3) the combination of the CDW Contracting Party Services or any part thereof with other equipment, software, or products not manufactured or otherwise created by the CDW Contracting Party, to the extent such infringement or misappropriation would not have occurred but for such combination, or (4) Client's failure to implement a resolution provided by the CDW Contracting Party, where the implementation of such resolution would remove the basis for the claim.

7.2 Indemnification by Client. Client shall defend CDW against any claim, demand, suit, or proceeding made or brought against CDW by a third party alleging that the Client Data, or Client's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against CDW"), and shall indemnify CDW for any damages, reasonable attorney fees, and costs finally awarded against CDW as a result of, or for any amounts paid by CDW under a court-approved settlement of, a Claim Against CDW; provided that CDW (a) promptly gives Client written notice of the Claim Against CDW, (b) gives Client sole control of the defense and settlement of the Claim Against CDW (provided that Client may not settle or defend any Claim Against CDW unless it unconditionally releases CDW of all liability), and (c) provides to Client all reasonable assistance, at Client's expense.

7.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. NEITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, LOSS, DAMAGE, UNAVAILABILITY OR CORRUPTION OF OR DAMAGE TO DATA OR SOFTWARE, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CLIENT SHALL BE RESPONSIBLE FOR THE BACK-UP OF ALL DATA, SOFTWARE, OPERATING SYSTEMS, SOFTWARE CONFIGURATIONS, AND NETWORKING CONFIGURATIONS IN PREPARATION FOR AND DURING THE TERM OF THE SERVICES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. TERM AND TERMINATION

9.1 Term. This Agreement commences on the Effective Date and continues until the Subscription granted in accordance with this Agreement has expired or been terminated. Subscriptions commence when access is provided to the Services and continue for the Term specified by the CDW Contracting Party.

9.2 Termination. Either party may terminate this Agreement for cause (i) upon ten (10) business days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. The CDW Contracting Party may terminate this Agreement or any Subscription upon providing at least thirty (30) days prior written notice to Client.

9.3 Return of Client Data. All Client Data may be deleted if the CDW Contracting Party is not provided with a written request for such Client Data no later than the effective date of termination. After termination, the CDW Contracting Party shall have no obligation to maintain or provide any Client Data and may thereafter, unless legally prohibited, delete all Client Data in its systems or otherwise in its possession or under its control. Upon receipt of such written notice, the CDW Contracting Party shall make available the Client Data within six (6) months, and additional charges may apply. The CDW Contracting Party shall have no liability for the deletion of Client Data as described in this section.

9.4 Suspension. The CDW Contracting Party may suspend use of the Services during Client's violation of this Agreement, or failure to respond to a claim of alleged infringement. The CDW Contracting Party will provide Client with notice before suspending the Services, when reasonably practicable.

9.5 Surviving Provisions. The sections titled “Proprietary Rights,” “Confidentiality,” “Warranties,” “Mutual Indemnification,” “Limitation of Liability,” “Return of Client Data,” “Surviving Provisions” and “General Provisions” shall survive any termination or expiration of this Agreement.

10. GENERAL PROVISIONS

10.1 Export Compliance. The Services, other CDW technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each of the CDW Contracting Party and Client represents that it is not named on any U.S. government denied-party list. Client shall not permit Authorized Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export laws or regulations. Availability, functionality, and language versions for the Services may vary by country.

10.2 Anti-Corruption. Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a the CDW Contracting Party employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the CDW Contracting Party’s Legal Department.

10.3 Notices. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim (“Legal Notices”), the first business day after sending by email. Notices to the CDW Contracting Party shall be addressed to the mailing address for the CDW Contracting Party in Section 1 above. All notices to Client shall be addressed to the contact designated by Client in writing.

10.4 Governing Law; Venue; Timing of Actions. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the Governing Laws, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Subject to Section 10.5, the Governing Courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to 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 Client 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. In the event of a payment default, Client will be responsible for all costs of collection of the CDW Contracting Party, including, but not limited to, court costs, filing fees and attorneys’ fees.

10.5 Arbitration. Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Services, the interpretation or application of this Agreement or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or the advertising or marketing of the CDW Contracting Party (collectively, a “Claim”) WILL BE RESOLVED, UPON THE ELECTION OF ANY OF THE CDW CONTRACTING PARTY, CLIENT OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Client will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in this Agreement, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary**

contained herein, all matters pertaining to the collection of amounts due to the CDW Contracting Party arising out of the Services will be exclusively litigated in court rather than through arbitration.

10.6 Support. Client may send requests for support and troubleshooting to the CDW Contracting Party as follows:

CDW Cloud Solution Center:

Phone: (800) 998-0245 Email: cdw-csc@cdw.com Portal: : <https://cdw.service-now.com/sp?id=index>

The CDW Contracting Party endeavors to respond to all support requests within four (4) hours, during normal business hours (Monday – Friday, 8AM–5PM EST). Client shall provide all reasonable cooperation required by the CDW Contracting Party to reproduce, troubleshoot, and resolve the experienced error. Client shall resolve issues relating to Client’s hardware, software, or any other technology not provided by the CDW Contracting Party.

10.7 Miscellaneous. There are no third-party beneficiaries to this Agreement. 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. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. The relationship between the CDW Contracting Party and Client is that of independent contractors and not that of employer/employee, partnership or joint venture. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, invalid, illegal or otherwise unenforceable, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Proposals), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party’s sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party’s election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, the CDW Contracting Party shall refund Client any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.