



267 Stewart Street
Peterborough ON K9J 3M8

705-876-1177
www.microageptbo.com

Terms and Conditions

These terms and conditions create a contract (the "Agreement") between you (hereinafter referred to as the "Company") and A.L.Simpson Technologies Ltd. DBA MicroAge Technology Solutions (hereinafter referred to as the "Company").

Please read the Agreement carefully. By selecting the "I agree to the Terms and Conditions..." box and pressing the "Pay Now" button on the payment form, you are confirming your understanding and acceptance of this Agreement on the date and time that the form is submitted.

WHEREAS the Company wishes to obtain from the Consultant professional consulting and/or technical support services (hereinafter referred to as "Services");

WHEREAS the Consultant is willing to provide such Services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto have agreed as follows:

1. Fee Protection

When the fee is calculated on a time and materials basis, the fee agreed upon between the parties shall remain unchanged until the completion of the Work Assignment or for a period of twelve (12) months, whichever occurs first. Fees are thereafter subject to change by the Consultant upon thirty (30) calendar day's prior written notice to the Company.

2. Out-of-pocket Expenses

There will be no out-of-pocket expenses charged for work that is part of the Work Assignment. These charges only apply to work that is considered a special project and outside of the scope as defined in the Work Assignment.

3. Independent Contractor

The Consultant shall be an independent contractor with respect to the Services to be performed hereunder and neither the Consultant nor its employees shall be deemed to be the servants, employees or agents of the Company. The Company shall have no liability of responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf or in respect of or for the benefit of the Consultant or its employees. The Consultant agrees to indemnify and hold the Company harmless from and against any order, penalty, interest or tax that may be assessed or levied against the Company as a result of the failure or delay of the Consultant to file any return or information required by any law, ordinance or regulation.

4. Right to Assign and Remove Personnel

The Consultant shall have the right to determine which of its employees shall be assigned to perform Services for the Company under this Agreement except that the Company may object to the selection of any employee for reasonable cause. The Consultant may not reassign any of its employees prior to the completion of a Work Assignment without the consent of the Company.

5. Employee Replacement

The Consultant agrees that the Company has the absolute right to terminate the use of, and request the Consultant to replace, any employee of the Consultant assigned to the Company under a Work Assignment who does not, in the sole opinion of the Company, meet the Company's requirements.

6. Supervision

The Company shall have the right at its discretion to appoint, from time to time, a responsible Company employee for the purpose of supervising the Consultant's employees assigned to perform Services under a Work Assignment.

7. Non-solicitation

7.1.

Without the Consultant's prior written consent, which consent shall not be unreasonably withheld, neither the Company nor its subsidiaries or affiliated companies shall directly solicit for employment, employ or otherwise retain employees of the Consultant (other than employees who have ceased to be employed by the Consultant prior to the date of the Company's solicitations or offer of employment) directly involved in a Work Assignment until the expiry of six (6) months after termination of the Work Assignment. If, notwithstanding, the Company should hire an employee of the Consultant prior to the expiry of such six (6) month period, the Company shall pay to the Consultant a sum equal to thirty-three per cent (33%) of the salary of such employee for the first year of employment with the Company.

Neither the Consultant nor its subsidiaries or affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of the Company (other than employees who had ceased to be employed by the Company prior to the date of the Consultant's offer of employment) until six (6) months after termination of the Agreement. If, notwithstanding, the Consultant should hire an employee of the Company prior to the expiry of such six (6) month period, the Consultant shall pay to the Company a sum equal to thirty-three per cent (33%) of the salary of such employee for the first year of employment with the Consultant and the Consultant may immediately terminate this Agreement if it has not yet been terminated.

8. Confidentiality and Privacy

8.1.

Except as may be necessary in the performance of a Work Assignment, the Consultant shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other

reproductions or recordings of any type, or any abstract or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded materials of the Company, or which relate in any manner to the business of the Company. The Consultant shall have no interest in any of this material and agrees to surrender such materials as may be in its possession to the Company immediately upon the termination of this Agreement or at any time prior to its termination upon the request of the Company.

MicroAge privacy policy, "MicroAge will not review, share, distribute, print, or reference any such data except as provided in this agreement, or as may be required by law. Individual records may at times be viewed or accessed only for the purpose of resolving a problem. In the course of our normal activities, if any data is viewed that we deem illegal, i.e. pornography, we will report to local authorities.

8.2.

The Consultant will instruct its employees to use the same care and discretion with respect to the Company's confidential information that they use with respect to the Consultant's confidential information. The Consultant's obligations concerning confidentiality shall continue after termination of this Agreement.

9. Consultant Liability

9.1.

The Consultant shall be responsible to the Company for the carrying out of the Services in accordance with the standards of its profession and shall ensure that its employees discharge their duties with care, diligence and competence.

9.2.

The Consultant's liability for damages to the Company or others arising out of the performance of Service hereunder shall not exceed the greater of the amount of liability insurance which the Consultant has undertaken to maintain hereof or the amount paid to the Consultant by the Company for the Services.

10. Termination for Cause

10.1.

Failure by the Consultant or the Company to comply with any term or condition of any Work Assignment or this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within five (5) calendar days after receipt of notice thereof, the notifying party shall be entitled, in additions to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving notice to take effect immediately.

10.2.

Notwithstanding section 10.1 above, the Company may terminate this Agreement by written notice to take effect immediately upon receipt of such notice by the Consultant if:

- The Consultant is in breach of section 13 of this Agreement relating to the secrecy of confidential information; or
- The Consultant becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or a receiver is appointed to its business; or a voluntary or involuntary petition in

bankruptcy is filed or proceedings for the reorganization or winding-up of the Consultant are instituted.

10.3.

The provisions of this section 11 shall not in any way restrict the rights of either party to terminate this Agreement or any Work Assignment pursuant to any other section of this Agreement.

11. Insurance

11.1.

The Consultant shall procure and maintain in force, at its cost, during the term of the Agreement, the following insurance policies:

Comprehensive general liability insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for damages for which the Consultant is legally responsible due to bodily injury, including death, or damage to or destruction of property.

Such insurance policy must include the following coverage:

- a) Contractual liability
- b) Employees as additional insured
- c) Employer's liability
- d) Personal injury liability

If requested, the Consultant shall furnish to the Company a certificate from its insurers attesting that such policies have been issued with an undertaking that its insurer will not alter in a material way or cancel the policies without giving thirty (30) days prior written notice to the Company.

12. Workmen's Compensation

The Consultant shall, during the term of this Agreement, comply with the applicable provincial workmen's compensation laws and provide proof of such compliance to the Company upon request.

13. Intellectual Property Right Infringement

13.1.

The Consultant shall defend or settle, at its own expenses, any suit or proceeding brought against the Company based on a claim that any written material, data, drawing, document, computer software, pattern, prototype, concept, method, procedure or other thing (all of which are referred to as "Material" for the purposes of this section), or any part thereof, which the Consultant developed or provided in the course of performing the Services hereunder constitutes an infringement of any Canadian patent, copyright, trade secret or other intellectual property right, provided the Consultant is notified promptly in writing of any suit or claim and is given authority to defend the same and reasonable information and assistance required for the defense of same, and the Consultant shall pay all damages and costs awarded therein against the Company.

13.2.

In the event any Material or any part thereof, is, in the Consultant's opinion, likely to or does become the subject of a claim for patent, copyright, trade secret or other intellectual property right infringement, the Consultant may, at its opinion and expense, procure for the Company the right to continue using the same, or modify the Material to become non-infringing, but without diminishing the Consultant's obligations under section 13.1 above. If neither of the foregoing alternatives is reasonably available to the Consultant, the Consultant may, but only with the Company's consent, remove the infringing Material, and, in such event, the Consultant shall refund to the Company all moneys paid by the Company to the Consultant for the infringing Material plus the cost of conversion to alternative non-infringing Material.

14. Force Majeure

Neither of the parties to this Agreement shall be considered to be in default in the performance of their respective obligations hereunder to the extent that fulfillment of said obligations is delayed, impeded or prevented by an unforeseen or unavoidable cause beyond the control of the parties and which is in the nature of a Force Majeure provided that the party prevented from rendering performance shall promptly notify the other of the existence, nature and expected duration thereof, and the estimated effect thereof upon its ability to perform its obligations hereunder and provided further that such party uses its best efforts to render performance in a timely manner using to such end all resources reasonably requires in the circumstances. For the purpose of the foregoing, neither the failure of Consultant developed software nor the loss of employees of the Consultant, including loss as a result of termination or resignation, shall be deemed to be causes beyond the Consultant's control. This will include any events such as natural disasters, pandemics and or circumstances beyond our control.

15. Governing Law

This Agreement has been executed and delivered in the Province of Ontario, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of such province.

16. Invalid Provision

Each and every provision hereof applies to the extent permitted by law and the nullity or non-application of any provision or any portion thereof shall not alter the application of the remainder of said provision or of any other provision.

17. Waiver

Failure on the part of either party hereto to implement any provision of this Agreement does not constitute a relinquishment or waiver of any of the other provisions hereof and said provisions are and shall remain in effect at all times.

18. Amendments

No amendment to this Agreement shall be valid unless made in writing and duly signed by the authorized representatives of both parties.



19. Reservation

Nothing in this Agreement shall be construed as obliging the Company to utilize the services of the Consultant or restricting the Company from utilizing similar services of any other party.

20. Assignment of Agreement and Sub-Contracting

20.1.

The Consultant shall not transfer or otherwise assign its interests in this Agreement without the prior written consent of the Company.

20.2.

The Consultant shall not sub-contract all or part of the Services without the prior written consent of the Company.