



**1. Agreement.** These Terms and Conditions of Sale - Services ("Service Terms") apply to the work and services ("Services") set out in the applicable scope of work executed by the Anixter entity and Customer entity mentioned in such scope of work that incorporates these Service Terms by reference ("SOW"). For purposes of clarification, these Terms do not apply to any technical support services. If a conflict arises between these Service Terms and an SOW, these Service Terms shall prevail. All capitalized terms not otherwise defined herein have the meaning set forth in the SOW. These Service Terms and any SOW executed by the parties constitute the entire, integrated agreement between the parties with respect to the Services provided by Anixter to Customer. Any and all discussions, understandings, agreements, representations, courses of dealings, customs, and usages of trade heretofore made or engaged in by the parties with respect to the subject matter hereof are hereby deemed to be merged into these Service Terms, which alone fully and completely expresses the parties' agreement. Notwithstanding the foregoing, in the event that Anixter and Customer are parties to a mutually executed and negotiated agreement that governs the work and services provided by Anixter (the "Existing Agreement"), the terms and conditions of such Existing Agreement shall be deemed to supersede these Service Terms for the specific purpose set forth therein. Anixter objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Customer to Anixter, unless specifically agreed to in a separate writing signed by the parties and only with respect to those Products intended to be covered by that executed document. The execution of a Customer order document shall not be deemed, in and of itself, to evidence Anixter's assent to any terms and conditions contained or referenced thereon. Such additional or different terms shall be deemed a material alteration of these Service Terms, and Customer shall be deemed to have accepted these Service Terms without such additional or different terms. These Service Terms may be updated periodically by Anixter. Each revision will be identified by the next revision number and effective date. Any subsequent revisions will be effective only to SOWs with an effective date on or after the date of the revision to such terms and conditions. Customer's acceptance of the Services constitute acceptance of these Service Terms.

**2. Price and Payment.** Customer shall pay for any Services in accordance with the applicable SOW.

**3. Taxes.** Customer shall pay all sales and other taxes, however designated, which are levied or imposed in connection with the Services, excluding taxes based on Anixter's net income.

**4. Access and Completion Times.** Customer shall, in a timely manner, provide Anixter, its agents, subcontractors, consultants and employees with sufficient, free and safe access to Customer's premises and networks to enable performance of the Services. If Anixter's performance of any of its obligations under the Terms or SOW is prevented or delayed by the Customer's failure to comply with this Section 4: (a) Anixter shall without limiting its other rights or remedies have the right to suspend performance of the Services; and (b) Anixter shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Anixter's failure or delay to perform any of its obligations. All completion times mentioned in the SOW are only estimates for the parties' resource scheduling.

**5. Proprietary Rights.** Anixter acknowledges Customer's and its licensors' proprietary rights in preexisting work of authorship provided by Customer to Anixter pursuant to the Terms or SOW ("Customer IP"). Except for Customer IP, Anixter exclusively owns any and all intellectual property and other materials including without limitation object code, source code, documentation, information and ideas developed hereunder (collectively, the "Anixter Material"). All applicable patents, copyrights, trademarks, trade secrets and other rights and interests in the Anixter Material are and shall remain vested entirely in Anixter. Upon payment of the applicable fees, Customer shall be granted a perpetual, non-transferable, non-exclusive license to use any Anixter Material for its internal business purposes. Anixter has no right to Customer IP, except as strictly necessary for the performance of the Services.

**6. Indemnity.** Anixter shall indemnify and defend the Customer from all third-party claims that the Services or Anixter Material infringe upon a U.S. copyright, trademark, trade secret or patent provided that (a) Customer promptly notifies Anixter of the claim, (b) Customer allows Anixter to control the defense and settlement negotiations, (c) Customer cooperates with Anixter in the defense and any related settlement negotiations, and (d) such claim did not occur because of Customer's breach of the Terms or SOW. Customer may elect to participate in any such action using its own attorney at its own expense. If Customer is precluded by a court of competent jurisdiction from receiving the Services as a result of the foregoing, Anixter may, in its sole and reasonable discretion, (i) obtain the right to deliver the Services to the Customer, or (ii) modify them, or (iii) replace them with Services that are at least functionally equivalent. If Anixter determines that the alternatives in Sections 6(i), (ii) and



(iii) are commercially impracticable, then Anixter may terminate the SOW for the affected Services and refund the residual value of the fees paid by Customer for the infringing Services, depreciated using a straight-line method of depreciation over a three (3) year period from the date of performance of the Services.

**7. Non-Disclosure.** The receiving party shall not disclose to any third party any confidential information it receives from the disclosing party in any SOW for a period of two (2) years following the date of disclosure. Each Party agrees that it will not use such confidential information in any way for its own account or the account of any third party, except as authorized under the Terms or SOW, and will protect such confidential information at least to the same extent as it protects its own confidential information. Either party may disclose confidential information to its auditors under an obligation of confidentiality no less stringent, or Anixter to its affiliates.

**8. Warranty.** Anixter warrants that the Services will be performed in a professional manner consistent with relevant industry standards. Customer warrants the accuracy, completeness and reliability of the information and data made available to Anixter. Customer acknowledges and agrees that, in performing the Services, Anixter will rely upon the accuracy and completeness of the information and data provided by Customer and that Anixter's performance is dependent on Customer's provision of complete and accurate information and data. Customer further acknowledges and agrees that although Anixter may provide Customer with suggestions or advice while performing the Services, such suggestions or advice shall not be deemed to be a recommendation, endorsement or guarantee. Customer acknowledges that in that the event it follows such suggestions or advice, it does so at its own risk, and, except as provided in a mutually executed supply agreement, Anixter shall have no liability for any claims, damages, liabilities and losses relating to such suggestions or advice. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANIXTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

**9. Exclusive Remedy.** Customer's sole and exclusive remedy for any defects in the work product of the Service or breach of warranty shall be at Anixter's option: (i) Anixter's reasonable efforts to re-perform the deficient Services, or (ii) refund the fees paid by Customer for the deficient portion of the Services. Anixter shall only have liability for any defects in the work product of the Service or breach of warranty if Customer provides written notice to Anixter within fourteen (14) days of completion of the Service.

**10. Limitation of Liability.** TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, ANIXTER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CLAIM OR CAUSE OF ACTION WHATSOEVER WHETHER RELATED TO THE SERVICES, WORK PRODUCT OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID, OR PAYABLE, BY CUSTOMER FOR THE APPLICABLE SERVICES. ANIXTER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, GOODWILL, BUSINESS, OR LOSS OF DATA OR INFORMATION, EVEN IF ANIXTER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither the foregoing nor any other provision in the Terms or SOW shall be deemed to exclude or limit in any way the liability of Anixter for death or personal injury caused by Anixter's negligence, willful misconduct or fraud.

**11. Termination and Rescheduling.** In the event of any material breach of the Terms or SOW by either party, the non-breaching party may cancel the SOW by giving thirty (30) days' prior written notice thereof; unless the party in breach has cured the breach prior to the expiration of the thirty (30) day period. Any terms which by their nature extend beyond the termination remain in effect until fulfilled. Customer is permitted to reschedule a consulting engagement one time, with at least five (5) business days prior notice, without incurring additional fees. Upon termination of any SOW, Anixter will continue to be entitled for payment of invoices for Services already performed. The Customer's obligation to pay invoices for Services already performed will become immediately due and payable as soon as the SOW is terminated.

**12. Notice.** Any notice given under these Service Terms shall be in writing and sent to the party's address set out in the SOW.

**13. Governing Law.** These Service Terms and all SOWs shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to shall be governed by the laws of the State of Illinois (without regard to conflicts of law principles) and shall not be governed by the U.N. Convention on the International Sale of Goods. Any dispute or controversy may only be brought for resolution in state or federal courts located in Chicago, Illinois. Anixter and Customer hereby consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.

**14. Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. These Service Terms or any SOW shall not be construed to create or imply any partnership, agency, joint venture, or formal business entity of any kind.



**15. Force Majeure.** Anixter is not liable for any failure to perform its obligations under the Terms or SOW resulting directly or indirectly from, or contributed to by, acts of God, acts of Customer, acts of civil or military authorities, riots or civil disobedience, terrorism, wars, strikes or labor disputes, accidents, floods, fires, or interruptions in telecommunications services, inability to secure material or transportation facilities, acts or omissions of carriers, or any other circumstance beyond Anixter's reasonable control.

**16. Compliance with Laws.** Each party shall comply with all applicable laws, statues, rules and regulations, including but not limited to, all applicable export and import, anti-bribery and corruption, environmental protection, and health and safety laws.

**17. General.** No amendments, modifications, waivers, rescission, or termination of these Service Terms can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. Failure by Anixter to exercise any right or remedy under these Service Terms will not be deemed a waiver of such right or remedy unless in writing signed by Anixter, nor shall any waiver be implied from the acceptance of any payment. No waiver by Anixter of any right shall extend to or affect any other right, nor shall a waiver by Anixter of any breach extend to any subsequent similar or dissimilar breach. These Service Terms shall be for the benefit of the parties and not for the benefit of any other person. Customer may not assign these Service Terms without the express written approval of Anixter. Any provision of these Service Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of these Service Terms will remain in full force and effect

Effective as of July 1<sup>st</sup>, 2015  
Version: US07012015