



Integration Services Agreement – New Customer

Our Integration Services are ISO 9001:2000 REGISTERED

Company Name:		Tech Data Account #:
Contact Name:		Outside Sales Contact:
Title:	Email:	Inside Sales Contact:
Address:		Notes:
Phone:	Fax:	

This Integration Services Agreement (“Agreement”) sets out the terms and conditions under which Tech Data Canada Inc. (“Tech Data”) agrees to provide Integration services for its customer (“Customer”) named above:

- The terms and conditions set out in the Tech Data invoice issued to Customer in connection with the Integration services (“Invoice”) are hereby incorporated in this Agreement and shall form part of this Agreement. Payment for services provided by Tech Data hereunder shall be made by Customer in accordance with the terms and conditions of said Invoice.
- Customer agrees that it shall purchase products from Tech Data in advance of placing a Integration order (“the Order”). Customer may not cancel or alter any Order or the purchase of components therefor once the products comprising the Order are in Tech Data’s stock and have been transferred to Tech Data’s Integration centre (The “Centre”) whereupon Customer shall be liable to Tech Data for the invoiced price of such products whether or not the same are ultimately placed in an Order. Any returns of products including products resulting from an Order (“Configured Product”) shall be subject to Tech Data’s normal and usual return authorization policy.
- Unless otherwise instructed in writing by Customer and agreed to by Tech Data:
The hardware, software and networking products ordered by Customer shall be configured according to factory defaults. All Integration products ordered by Customer shall be configured and tested to provide basic functionality and/or as instructed by Customer; and Subject to paragraph 4 herein, Orders shall be shipped from The Center once all of the subcomponents for the Order are in stock and the Order has been completed.
- Tech Data shall use commercially reasonable efforts to complete and ship an Order within forty-eight (48) hours from the time that all products required for the Order are received in The Centre (weekends and statutory holidays excluded). Tech Data may, from time to time, in its sole discretion have an Order prepared and provided to Customer through a sub-contractor or agent.
- In the event that Tech Data supplies the primary component for the Order (for the purpose of this Agreement “Primary Component” shall mean a PC, laptop, printer or other like item) or in the event the Customer provides or supplies the Primary Component, Tech Data shipping terms and conditions shall apply for all orders.
- Customer represents and warrants that Customer has obtained any and all licenses necessary to use any computer software program to be installed by Tech Data on the Configured Product.
- Customer will defend and indemnify Tech Data against any claim that the Customer Products and any information, design, specification, instruction, software, data, or material furnished by Customer and used by Tech Data for the Services infringes a copyright, patent or other intellectual property right of a third party.
- In the event of a default or defect in Configured Products, Customer’s sole recourse shall be that Tech Data shall correct, at no charge to Customer, any material errors caused by the incorrect assembly or integration of hardware or software products where the exact specification of these products have been stated in writing and have been agreed to by both Tech Data and Customer. In no event shall Tech Data be required to repair or replace Configured Products that are not returned to Tech Data within 10 days of Customer’s receipt of the same. Tech Data is not responsible for components not installed or configured by Tech Data nor those installed or configured by Customer or other third parties.
- In respect of Customer Products, Customer agrees that Tech Data shall not be liable for any loss, liability, cost or expense (collectively referred to herein as “Damages”) suffered by Customer as a result of the loss, destruction or other damage to Customer Products save and except for those Damages resulting exclusively from Tech Data’s gross negligence or willful misconduct.
- Subject to paragraphs 7 and 8 herein, Customer agrees that in no event shall Tech Data, Tech Data’s employees or its subcontractors be liable to Customer for any damages whatsoever including, but not limited to, any loss of profits, loss of business, loss of computer time, failure to realize expected savings, inability to use the product or for any commercial, economic, special, indirect, consequential or exemplary damages, even if Tech Data has been advised of, or foresees the possibilities of any damages occurring. The demand, or action by Customer, including, but not limited to, breach of contract, negligence, tort or any other legal theory.
- Customer acknowledges and agrees that Tech Data shall not be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control which shall include, but shall not be limited to, fire, strike, lock-out, judicial action, the ability to secure the necessary materials, computer software or hardware malfunctions, loss or destruction of computer programs or data, or delays or failure of performance by any contractor or agent of Tech Data.
- This Agreement shall be governed by the laws of the Province of Ontario. Time shall be of the essence of this Agreement. This Agreement shall extend to bind and ensure to the benefit of Tech Data and Customer and their respective successors and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of Tech Data.
- This Agreement may be terminated by either Tech Data or the Customer at any time upon sixty (60) days notice to the other party whereupon Tech Data shall have no further obligation to provide to Customer the Integration services set forth herein. In addition, in the event Customer is in default under the terms of this Agreement or any Invoices, Tech Data shall be under no obligation to complete an Order until such default has been remedied to the satisfaction of Tech Data.
- The undersigned hereby acknowledges having read this Integration Services Agreement and agrees to be bound by the terms and conditions contained herein.

Name:	Title:
Signature:	Date:

PLEASE FAX COMPLETED DOCUMENT TO: (905) 286-6878