

CHARITY ACCELERATOR PROGRAM AGREEMENT

This Charity Accelerator Program Agreement (“**Agreement**”) is made between Softchoice LP, for charities in Canada, and Softchoice Corporation, for charities in the United States (each, “**Softchoice**”) and the charity named in the signature block below (the “**Charity**”) as of the date of the Charity’s signature below (the “**Effective Date**”).

1. **ELIGIBILITY.** Softchoice’s Charity Accelerator Program (“**CAP**”) is reserved exclusively for charities that meet the Program Eligibility Criteria described in the Program Guidelines of the Charity Accelerator Program Application (the “**Application**”).
2. **USE OF SERVICES AND FUNDS.**
 - A. The selected Charity (“**Recipient**”) will receive up to 100 hours of pro bono technology services support (the “**Services**”), and up to \$10,000 local currency (“**Funds**”) in connection with an IT project that will help the Recipient address their charitable mission (the “**Project**”).
 - B. The Funds may only be used in connection with the Project. Funds may be used either: (i) to acquire hardware (desktops, laptops, tablet devices, etc.), software/apps and related accessories (monitors, keyboards, mice, cables, video cameras, etc.) (“**Product**”) through www.softchoice.com; or (ii) towards the purchase of third-party products or services not available from Softchoice.
 - C. Softchoice will work with the Recipient to develop a Project that can be completed within 100 hours and for the Funds prescribed. The Project must be completed within one (1) year of execution of the statement of work (“**SOW**”). If the Funds or Services hours do not cover the entire cost of the Project, the scope will either be reduced, or the Recipient will be responsible for paying the balance. Unused Service hours cannot be applied towards other engagements. Any unused Funds expire within (1) year after issuance.
3. **PRODUCTS.** Recipient acknowledges that Softchoice is not the manufacturer of the Products and the only Product warranties, or indemnities offered are those that may be offered by the applicable third-party vendor, publisher or manufacturer of the Products (“**Vendor**”). Softchoice is not responsible for the maintenance, warranties or support of any Products. Unless scoped as part of the Project, the implementation and deployment of the Products is the sole responsibility of the Recipient. All Products are subject to the applicable terms and conditions or agreement between the Vendor and Recipient applicable to the use, subscription and/or receipt of the Product which may be in the form of an end user license agreement, terms of use, subscription agreement, required by the Vendor. Recipient agrees to abide by such terms.
4. **SERVICES.**
 - A. **Statement of Work.** The parties will enter into a SOW that describes (i) the Services to be provided; (ii) any applicable written material created by Softchoice for Customer in connection with the Services (the “**Deliverables**”); and (iii) such additional terms and conditions that may be necessary, such as project assumptions and responsibilities.
 - B. **Intellectual Property.** Recipient will own all Deliverables except as follows: Softchoice will retain ownership in all working papers, pre-existing materials and any general skills, know-how, processes, or other intellectual property rights which Softchoice may have discovered or created independently or as a result of the Services (“**Softchoice Information**”). Softchoice grants Recipient a non-exclusive, non-transferable license to use such Softchoice Information included in the Deliverables for Recipient’s internal use as part of such Deliverables.



5. **MARKETING AND IMPACT REPORTING.** Recipient consents to allow Softchoice to reference the Charity's name in marketing communications, including but not limited to press releases, social media updates such as Twitter, Facebook, LinkedIn and on Softchoice's website. Recipient will provide one written status report which will include photos of the technology in its setting (if applicable), within 12 months following implementation of the Project. The report will detail how the technology is being used, the impact on staff and the Charity, and how it has contributed to the charitable mission. Recipient gives consent to Softchoice to publish, use, reference and display the report in whole or through unedited excerpts for internal as well as PR and marketing purposes.

6. **WARRANTY AND DISCLAIMER.** Softchoice warrants that the Services will be performed in a good and workmanlike manner, and in accordance with generally accepted industry standards. Except as expressly stated herein and to the fullest extent permitted by applicable law, the Project, Products and Services are provided on an "AS IS" basis without warranty or representation of any kind. Softchoice does not represent or warrant that the Project, Products and Services will be capable of achieving any particular results in Recipient's operations. Each participant, Charity and Recipient waives any and all claims of liability against Softchoice, its employees and agents for any claims, personal injury or loss or damage of any kind which may occur in respect of its Application or participation in the CAP, this Agreement, the Project, or from the use of any Services or Products.

7. **TERMS AND CONDITIONS.** By submitting an Application, the Charity agrees to be bound by the terms, conditions and decisions of Softchoice. Persons who violate any rule, term or condition, may be disqualified from consideration, in Softchoice's sole discretion. Softchoice has the sole discretion to interpret the Application, rules, terms and conditions and resolve any disputes, conflicting claims or ambiguities concerning the foregoing, and Softchoice's decisions concerning such issues will be final. If the outcome of the CAP is affected by human error, failures of any kind, intentional interference, or any event beyond Softchoice's control, Softchoice reserves the right to make such decisions regarding the outcome as Softchoice deems appropriate. All decisions will be made by Softchoice and are final. Softchoice has the right to amend or waive any of the rules, terms and conditions in its sole discretion. Softchoice has complete discretion to select any charity as the Recipient, and will not provide or be obligated in any manner to provide the basis for its selection to any party. This Agreement may be amended only by a written document executed by the parties. If any provision is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and all other remaining provisions or parts thereof will continue in full force and effect. No waiver of or failure to exercise any option, right or privilege hereunder will be construed as a waiver of any other option, right or privilege. This Agreement will be construed in accordance with the laws of the Province of Ontario and will constitute the entire understanding and agreement of and between the parties with respect to the subject matter hereof.

The individual submitting the Application and this Agreement certifies that the information provided in the Application is honest and representative of the Charity, that they have ensured the accuracy of the information provided, and that they have the authority to agree to this Agreement.

Name of Charity:

Signature:

Printed Name:

Title:

Date: