

SALES TERMS AND CONDITIONS

Credit. You ("Buyer") must establish an account with Ingram Micro Inc., a Delaware corporation, including the Miami Export Division ("Ingram") in accordance with Ingram's requirements and as a condition of placing an order. These terms and conditions ("Sales Terms"), as published on Ingram's Web site located at <https://mi.ingrammicro.com/> ("Ingram Website") at the time of sale, govern all purchases of products, software, and services ("Products") by Buyer from Ingram. Payment terms are specified when Buyer's account is established and are subject to change from time to time. In the absence of any communication from Ingram approving a specific credit line, Buyer will have to prepay for all Products orders. Ingram has the right to modify, increase, decrease or terminate Buyer's credit privileges and the payment terms at any time without prior notice to Buyer. Ingram's then current service charge and applicable interest (as stipulated in Buyer's Reseller Application) will be charged on all past due balances commencing on the date payment is due. Buyer may not deduct any amounts owing from any invoice. Buyer's obligation to make timely payment is a material element of these Sales Terms and if breached will cause Ingram damage. Buyer is responsible for all costs of collection including reasonable attorneys' fees, court costs, interest expenses and any other related fees incurred as part of Ingram's collection efforts.

Orders. Additional terms and conditions may apply to the purchase of certain Products (e.g., cloud services, professional services, etc.). Buyer's orders are offers to purchase Products subject to these Sales Terms. Ingram may decline any order for any reason. Ingram's acceptance of Buyer's order is limited to these Sales Terms without any modification, or exception. Additional terms and conditions on any Buyer document will have no effect i.e. will not change or add to these Sales Terms whether or not Ingram specifically objects to those terms and conditions. These Sales Terms may only be modified by a written agreement signed by Buyer and an authorized Ingram representative. Buyer, on behalf of itself and the customer for whom the Product is purchased, consents to the transfer of Buyer's and customer's email addresses, when such transfer is required to complete a transaction. Buyer will not disclose any confidential information when ordering from Ingram. Buyer will protect the confidentiality of its account number(s) and password(s) and not transfer them to any third party. Buyer may only place orders via any Ingram- approved ordering method by using Buyer's account number. Ingram has no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Buyer bears all risk of unauthorized purchases by third parties using Buyer's account number or password. Orders for non-standard products including products configured to Buyer's specifications are non-cancelable and non-returnable. Buyer may not change, cancel or reschedule any orders without Ingram's written consent.

For all Buyer's purchases from the Miami Export Division: 1. Buyer is obliged to export the product from the US territory to countries within Latin America and the Caribbean, in accordance with any applicable Vendor (Vendor means the Vendor, creator or publisher) territory limitations, and complying with all the US Trade policies and Laws as well as US Export Control Laws & Regulations; 2. Ingram has the right to request information regarding the specific territories within Latin America & the Caribbean where the Buyer intends to resell the Products from Buyer, via the Reseller Application or by any other means; and 3. Buyer must submit to Ingram in writing any request for the sale of Products within the US, which cannot proceed until Ingram provides written approval.

Price. Quoted prices are subject to change without notice and, unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Buyer is responsible for payment of all applicable fees and all federal, state, municipal, and other government taxes (including, but not limited to withholding taxes) on the sale and delivery of Products. Exemption certificates, valid in the place of delivery, must be presented to Ingram prior to shipment if they are to be honored. Subject to Ingram's sole discretion and final acceptance, if required by local law to withhold taxes from payments to Ingram, Buyer may deduct such taxes from the amount owed to Ingram and pay them to the appropriate taxing authority, provided however that Buyer delivers to Ingram an official certificate for the tax withheld issued by the relevant tax authority within 30 days of payment of the applicable invoice, and any other documents reasonably requested by Ingram to claim a foreign tax credit or refund. Payments of the net sum to Ingram and the withholding tax to the relevant tax authority shall constitute full settlement of the amount owing under the invoice. Ingram's acceptance of Buyer's order occurs at time of shipment, except for non-standard products. If Buyer is offered Special Pricing for certain purchase orders and such pricing is made available to Ingram Micro by Vendor, Buyer shall adhere to the applicable Special Pricing terms and conditions provided by the Vendors, and Buyer agrees to indemnify Ingram Micro for any claims made against Ingram Micro by the Vendors for Buyer's non-compliance with the Vendors' terms and conditions of such special pricing. Buyer agrees to pay any service fees charged for Ingram Micro's pass through of Special Pricing and other Vendor driven benefits Buyer may receive, including any marketing funding, price protection and individual rebates, and agrees that pass through and payment of such benefits will be subject to Ingram Micro having received the benefits from Vendor. The Special Pricing terms may oblige Buyer to comply with certain requirements including but not limited to: (i) the sale of the Products only to specifically named customers/end users; (ii) the disclosure of customer/end user information to Ingram Micro and the Vendor for the purpose of end-user verification; (iii) the submission of copies of customer invoices, purchase orders or shipping documents to Ingram Micro and the Vendor; and (iv) exporting the products into the authorized country(ies) in the Latin American region as specified by the Product's Vendor. Subject to the Special Pricing terms and conditions applicable for the individual Vendor and Products, breach of the Special Pricing terms and conditions may entitle Ingram Micro and/or the Vendor to reclaim and invoice Buyer in full for all discounts, rebates and other special price conditions granted to Buyer under the Special Pricing terms and conditions or special price. Buyer agrees and understands that any special discounts or promotions offered by Ingram Micro are only applicable to Products that are exported into the authorized country(ies) in the Latin American and the Caribbean region as specified by the Vendor. If Buyer does not export the products into the authorized country(ies) in the Latin American and the Caribbean region as specified by the Vendor, Buyer agrees to reimburse Ingram Micro the value of special discounts and promotions and indemnify Ingram Micro from and against all losses, claims, damages, penalties, costs and expenses caused by Buyer when failing to comply with this provision.

Shipment. Shipment and transportation charges will be in accordance with Ingram's shipping policy at the time of shipment. Title and risk of loss transfer to Buyer upon delivery of Products to carrier. If Buyer directs Ingram to bill transportation to a third-party account number or to ship 'freight collect', Buyer is responsible for all transportation and accessororial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer's carrier. Ingram is not liable for any Buyer requirements not stated in these Sales Terms. Within three days of delivery Buyer must provide detailed notification to Ingram of any visible damage to the Products. Buyer must notify Ingram of any claimed shortages or discrepancies within three (3) days of invoice, or the Products will be deemed accepted and Buyer waives its right to such claim.

Returns. Buyer may only return Products as permitted in these Sales Terms. Products otherwise will be non-returnable and the prices and fees will be non-refundable. Buyer may only return erroneously shipped Products or Products that were damaged prior to shipment. Products damaged after shipment may not be returned. In order to be eligible to receive credit for returned Products, Buyer must adhere to Ingram Sales Terms and Conditions

Micro's then current returns processing guidelines. Buyer must obtain a valid return authorization number ("RMA") from Ingram for all returns prior to returning Product. Ingram has no obligation to issue RMAs. Buyer is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other Ingram requirements provided to Buyer when the RMA is issued. Ingram may refuse delivery of any package without a valid, clearly visible RMA. Credit, if any, will be provided for Product returned in accordance with Ingram's return policies at the time the RMA was issued, provided Buyer is not in breach of any of these Sales Terms. Unless otherwise agreed in writing by Ingram Micro, all Product returns from Buyer are DDP (Incoterms 2010) Ingram Micro's designated facility, and title and risk of loss will transfer to Ingram Micro upon receipt and acceptance of returned Products at Ingram Micro's facility. If Buyer returns any Products without Ingram's authorization or does not comply with Ingram's return requirements, those Products may be subject to return to the shipping location and, if refused, Ingram may consider the Products abandoned and dispose of them, without crediting Buyer's account. Ingram Micro reserves the right to charge a restocking fee for handling any Product that is erroneously returned. Ingram Micro's sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to Ingram Micro's then current returns processing guidelines.

Warranties / Indemnities. Buyer acknowledges that Ingram Micro is not the manufacturer of the Products. Product warranties, if any, are provided by the Vendor of the Products. INGRAM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER. ALL INFORMATION IS PROVIDED TO BUYER "AS IS." To the extent authorized, Ingram will pass through to Buyer any transferable Product warranties, indemnities, and remedies provided to Ingram by the Vendor, if any, including any warranties and indemnities for intellectual property infringement. Buyer's, its affiliates', and their respective customers' sole and exclusive remedy is limited to Ingram reasonably assisting Buyer in its efforts to have the Vendor either: replace the Product; repair the Product; or refund Buyer's purchase price for the Product (in any case Ingram is not responsible for anything other than what the applicable Vendor offers as part of its warranty to Buyer). Ingram warrants value-added work performed by Ingram on Products for 30 days from invoice date.

INGRAM IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER, ITS AFFILIATES, THEIR CUSTOMERS OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS, DEMAND, OR CAUSES OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY SUCH PARTIES, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY, FOR BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED (DIRECTLY OR INDIRECTLY) TO THE MANUFACTURE, SALE OR USE OF THE PRODUCTS BY INGRAM OR ITS VENDORS. Buyer warrants that it has all necessary legal rights to all intellectual property provided by Buyer to Ingram. BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS INGRAM AND ITS VENDORS FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, COST OR EXPENSE ARISING FROM: (A) BUYER'S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN AS SPECIFIED IN PRODUCT/SERVICE DESCRIPTIONS OR SPECIFICATIONS; (B) INGRAM'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY BUYER; OR (C) BUYER'S BREACH OF THESE SALES TERMS OR ACTS OR OMISSIONS OF BUYER, ITS AFFILIATES, ITS AGENTS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS; OR (iv) VIOLATION OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS BY BUYER OR ITS AFFILIATES.

Limitation of Liability. Ingram Micro will have no liability for: (i) failure to allocate or reserve any Product for Buyer; (ii) failure to deliver Products within a specified time period; (iii) availability and/or delays in delivery of Products, (iv) discontinuation of Products, product lines, or any part thereof; or (v) cancellation of any orders. THE ONLY LIABILITY INGRAM MICRO WILL HAVE WITH RESPECT TO ANY DAMAGED, DEFECTIVE, AND/OR ERRONEOUSLY SHIPPED PRODUCTS WILL BE THE RETURN RIGHTS DESCRIBED HEREIN. BUYER AGREES THAT INGRAM'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE NET AMOUNT PAID TO INGRAM BY BUYER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION, OR RECOVERIES FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF THE PRODUCTS OR SERVICES, FAILURE TO PERFORM IN ACCORDANCE WITH THE SALES TERMS, OR ANY PRODUCTS OR INFORMATION, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION OR LOSS OF GOODWILL, LOSS OF DATA, OR SECURITY BREACH, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, AND EVEN IF INGRAM MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. BUYER EXPRESSLY WAIVES ALL CLAIMS FOR THOSE DAMAGES. THIS PROVISION SHALL SURVIVE ANY TERMINATION OF THESE SALES TERMS. THE OBLIGATIONS OF INGRAM MICRO INC. AND ANY AFFILIATE THEREOF, IF ANY, HEREUNDER ARE THE SEVERAL OBLIGATIONS OF EACH SUCH ENTITY, AND NOTHING HEREIN WILL BE DEEMED TO CREATE ANY JOINT AND SEVERAL LIABILITY BETWEEN OR AMONG INGRAM MICRO AND/OR ANY OF ITS AFFILIATES.

Force Majeure. Ingram Micro will not be responsible for delays in deliveries or failure to perform due to events of force majeure, including, but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo or any act or regulation of government or governmental authority and other contingencies beyond Ingram Micro's control resulting in impossibility or delay of performance of Ingram Micro.

Compliance. Ingram and Buyer agree to abide by all laws and regulations applicable to the performance of their respective obligations under these Sales Terms. Neither party has made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Buyer or Ingram in obtaining or retaining business, or securing an improper advantage. If Buyer delivers the Products to its customer who may use the Products outside the United States, Buyer will advise its customer that the Products are controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States or re-export. Buyer will promptly inform Ingram of anything that that violates this Sales Terms, including this section, and any pertinent laws, regulations or government orders.

Restrictions. Buyer may not alter or modify the Products in any way or combine the Products with any other product or material not authorized Sales Terms and Conditions

by Ingram and the applicable Product Vendor. All Products delivered to Buyer may have additional restrictions on their distribution or use. Buyer is solely responsible for ensuring its adherence to any and all such restrictions.

Relationship. Buyer and Ingram are independent contractors. Nothing stated in these Sales Terms will be construed as creating the relationship of employer/employee, franchisor/franchisee, partners or principal/agent between the parties. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.

Governing Law. These Sales Terms (and any agreement into which they are incorporated and purchases made from the Miami Export Division) will be construed, interpreted and enforced exclusively under and in accordance with the laws of the State of Florida, excluding its conflicts of law rules. The parties agree to and submit to personal jurisdiction and venue in the State and Federal courts of Miami Dade County, Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Sales Terms.

Notices. All notices, requests, demands, and other communications must be in writing and may be given by (i) personal delivery, (ii) registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of the party, at its official corporate address, or (iii) email to LA.CustomerService@ingrammicro.com subsequently to be confirmed in writing (including by email). Notices to Ingram must be sent to: Ingram Micro Inc., 1600 E. St. Andrew Place, Santa Ana, CA 92705, Attn: Legal Department.

Publicity. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents relating to these Sales Terms, the relationship between Ingram and Buyer, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

Assignment. Buyer may not assign or delegate its rights or duties under these Sales Terms, by operation of law or otherwise, in whole or in part, without the prior written consent of Ingram. Any change of control of Buyer will be deemed an assignment. Any attempted assignment without that consent will be null and void without any force or effect.

Validity. If any provision of these Sales Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected. Failure or delay of either party to exercise a right under these Sales Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The parties agree to use electronic signatures and that their respective electronic signatures will be legally enforceable.

U.S. Government. Ingram is a distributor of Commercial Items as defined in FAR 2.101. Only those FAR and DFAR clauses which are required to be inserted in subcontracts for Commercial Items and which the Vendor has agreed to will apply to these Sales Terms.

No Waiver. Failure or delay of Ingram Micro to exercise a right or power under these Sales Terms will not operate as a waiver thereof, nor will any single or partial exercise of a right or power preclude any other future exercise of that right or power.

Survival. No termination of these Sales Terms will affect any rights or obligations of either party: (i) which are vested pursuant to these Sales Terms as of the effective date of such termination; or (ii) which, by their sense and context are intended to survive completion of performance or termination of these Sales Terms, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

Inspection of Records. Buyer will permit the inspection of all records pertaining to the business relationship with Ingram Micro by authorized agents or representatives of Ingram and the audit and verification of all charges and reimbursements within the terms of these Sales Terms. Ingram Micro agrees to notify Buyer of its desire to inspect its records at least ten (10) days in advance.

Entire Agreement; Amendment. These Sales Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. In furtherance of the business relationship between Ingram Micro and Buyer, it may be necessary or desirable for either party to disclose to the other certain non-public business and/or technical information that is either marked "Confidential" or by its nature should reasonably be considered confidential (the "**Confidential Information**"). Each party will protect Confidential Information from unauthorized disclosure or access by using the same degree of care it takes to protect its own confidential information which in no event will be less than reasonable care. Each party's Confidential Information may be disclosed by the other party to those employees, affiliates or agents of such other party who have a need to know and an obligation to comply with the confidentiality terms herein. The confidentiality obligations herein will not apply to information which is or becomes publicly available, is already in the other party's possession prior to the time a party gains access, is independently developed by a party or is rightfully obtained from third parties, or as may be required to be disclosed by law or in connection with dispute resolution. Notwithstanding anything herein, Ingram Micro may, from time to time and in its sole discretion, disclose credit information relative to Buyer to third parties for informational purposes only. These Sales Terms may be modified by Ingram Micro from time to time in its sole and absolute discretion. No modification of these Sales Terms in effect at the time Buyer places its order will be binding unless the modification is in writing and signed by an authorized representative of Ingram Micro.