

INGRAM MICRO CLOUD SERVICES GENERAL TERMS OF SERVICE

Last modified: May 11, 2018

THESE GENERAL TERMS OF SERVICE (the "**Agreement**") are entered into effective as of the date on which You accept this Agreement (the "**Effective Date**"), by and between Ingram Micro, Inc., a Delaware corporation if you live (or if a business, headquartered) in the United States, Canada or Mexico, or Ingram Micro Global Services B.V., a Dutch B.V. if you live (or if a business, headquartered) in any other country ("**Ingram Micro**"), and you and/or the entity you represent as signed below ("**You**", "**Your**"). Ingram Micro and You may be individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

This Agreement includes the terms and conditions surrounding Your use of Ingram Micro's Cloud Marketplace website (the "**Site**"), including any use or ordering of the products and services purchased or accessed through the Site (the "**Services**"). Services include any software contained within or used in connection with the Services. USING THE SITE, INCLUDING ORDERING, RESELLING, OR USING ANY OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BE LEGALLY BOUND BY THIS AGREEMENT AND TO LEGALLY BIND THE COMPANY TO THIS AGREEMENT. THE TERMS "YOU" AND "YOUR" SHALL REFER TO YOUR COMPANY, AND TO YOU IN CONNECTION WITH YOUR USE AS A USER ON BEHALF OF YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, NEITHER YOU NOR YOUR COMPANY MAY USE THE SITE OR ANY SERVICE.

BY USING THE SITE INCLUDING ORDERING, RESELLING, OR USING ANY OF THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND INTEND TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN, AS WELL AS THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THE POLICIES POSTED ON THE SITE (THE "**INGRAM MICRO POLICIES**"), JUST AS IF YOU HAD SIGNED THIS AGREEMENT. If You do not accept this Agreement or the Ingram Micro Policies, You are not licensed or otherwise permitted to use the Services, and You may not use the Site.

These terms are in addition to any terms and conditions that apply to particular Services or the Site, including any other Ingram Micro or Third Party Vendor Service Level Agreements, terms of service and use agreements and other policies such as the Acceptable Use Policy ("**AUP**"), that are incorporated by reference in this Agreement and available online on our Legal site <https://uk.cloud.im/legal/> or on the applicable Third Party Vendor site.

Ingram Micro may at any time modify the terms and conditions of this Agreement, or any part thereof, or may impose new conditions to use of the Services. Except as otherwise stated herein, any modification to this Agreement shall be effective immediately after it initially is posted on the Site. Use of the Service after any such modification will be conclusively deemed acceptance of such modification. If any modification is unacceptable,

You may terminate this Agreement, subject to the terms and conditions contained herein. The Agreement may not otherwise be amended except in a writing signed by You and by a representative of Ingram Micro.

For clarity, You agree that the terms of use for any Third Party Services shall exclusively be as set forth by the applicable Third Party Vendor. While Ingram may facilitate resolution of disputes between You and Third Party Vendors, You agree that Ingram Micro is not responsible for Services provided by Third Party Vendors.

If Ingram Micro determines, in its sole and absolute discretion, that You may have violated this Agreement, Ingram Micro may in its discretion temporarily or permanently prevent You from using the Site and Services, cancel the Services without a refund and, if appropriate, pursue legal action against you. In addition, You may be subject to civil or criminal penalties and/or injunctive relief.

## 1. DEFINITIONS

"**Ingram Micro**" refers to Ingram Micro Inc., a Delaware corporation if you live (or if a business, headquartered) in the United States, Canada or Mexico or Ingram Micro Global Services B.V., a Dutch B.V. if you live (or if a business, headquartered) in any other country.

"**Services**" refers to the two categories of Services available on the Site: (a) Services that are developed by and licensed to end users by Ingram Micro ("**Ingram Micro Service**"); and (b) Services that are developed and licensed to end users by a third party vendor (such vendors are referred to in this Agreement as a "**Third Party Vendor**" and their Services are referred to as "**Third Party Vendor Services**"). Services are currently available to customers in the United States only.

"**Service Level Agreement**" means all service level agreements that we offer with respect to the Services and post on the Site, as they may be updated by us from time to time. The service level agreements we currently offer with respect to the Services are located here <https://uk.cloud.im/legal/sla.aspx>.

"**Terms**" refers to the terms of this Agreement as well as the additional terms, conditions and policies related to the Services posted online on our Legal site <https://uk.cloud.im/legal/> or a third party vendor's website.

"**User**" or "**customer**" refers to end users of the Services who purchase such Services through an Ingram Micro Reseller.

"**You**" or "**Your**" in this Agreement refers to any individual or entity who accepts this Agreement, has access to Your account, uses the Services or the Site, or orders the Services, and includes both end users of the Services as well as Ingram Micro Resellers (defined below).

## 2. INGRAM MICRO RESELLERS

If You are an authorized reseller customer of Ingram Micro or one of Ingram Micro's affiliates ("**Ingram Micro Reseller**"), and unless otherwise agreed to in a separate written agreement between us in respect of Services, You agree that Ingram Micro's sales terms and conditions set forth at [www.ingrammicro.com](http://www.ingrammicro.com), as modified by this Agreement, govern Your purchase of Services for resale to Your customers as well as use of the Site by You or Your customers.

Please note that while Your reseller account may have been set up with an Ingram Micro local affiliate, when You purchase Services on the Site, these sales occur through the Ingram Micro entity described in the definitions section above.

As an Ingram Micro Reseller, You acknowledge that You are responsible for the acts or omissions of Your customers that use the Site or the Services and confirm that You have disclosed and that Your customers agree to their responsibilities and obligations under this Agreement. If You become aware that any customer is violating its obligations under this Agreement, You will immediately notify Ingram Micro. Failure of Your customers to pay for Services purchased will not relieve You of Your obligation to pay Ingram Micro for the Services ordered by or through you. You are responsible for providing Service support to Your customers.

### **3. SERVICE END USERS**

If You are an end user of the Services, You acknowledge and agree that You must first contact Your Ingram Micro Reseller or their designated representative with regard to any Service issues, including any issues with support or payment.

### **4. AUTHORITY**

The Site and the Services are only available to users who can form legally binding contracts under applicable laws in the jurisdictions in which the Services are offered.

### **5. USE, FEES, PAYMENT TERMS AND TAXES**

(a) USE OF SERVICE(S). Ingram Micro will specify the term of authorized use of the Service(s), the fees and other charges for the Service(s), any special payment terms, the scope of use, and the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which You are permitted to use the Service(s) in Your order. You may not use or otherwise access the Service(s) in a manner that exceeds Your authorized use. If You exceed Your permitted use of the Service(s), then, You will promptly notify Ingram Micro and immediately: (i) disable or correct impermissible use; or (ii) purchase additional Service(s) to correspond to actual use. You agree that Ingram Micro may review Your use of the Service(s), and You will provide any reasonable assistance to verify Your compliance with this Agreement. Ingram Micro may suspend or terminate Your use of the Service(s) immediately upon written notice of non-compliance identified in such review, in addition to exercising any other rights or remedies Ingram Micro may have.

(b) FEES AND PAYMENT TERMS.

1) Ingram Micro Resellers: If You are an Ingram Micro Reseller, You agree to the following terms set forth in this section. Payment will be accepted by credit card or wire transfer only. You agree to pay the fees and charges for the Services as outlined in the registration process and that appear on the Site, as may be amended from time to time. Fees and charges for Services are non-refundable. Charges may include, but are not limited to: (i) subscription fees for the relevant service; (ii) domain registration and renewal fees; (iii) SSL certificate fees; (iv) additional features fees; (v) disk space or bandwidth fees; (vi) additional e-mail accounts fees; (vii) internet access subscription fees; (viii) any applicable internet access roaming charges; and (ix) any applicable taxes. Ingram Micro will notify You of any such changes by updating the Site or sending notice by e-mail or regular mail. You authorize Ingram Micro to charge any amounts payable by you, in connection with Your customer's use of the Services, automatically to the credit card You provide in the registration process or such credit card number that You provide thereafter, regardless of the status of Your account with Ingram Micro and subject only to the terms and conditions of the agreement between You and Your credit card issuer. Your right to order the Services is subject to any limits established by Your credit card issuer. Currency for all subscriptions will be as indicated in the registration process. If You fail to make timely payment You agree that Ingram Micro may, in addition to all other rights and remedies provided to Ingram Micro hereunder or at law, terminate or suspend the affected Service(s). Ingram Micro may charge You an administration fee equivalent to the greater of 5% or \$25 USD for any and all credit card chargebacks. In respect of all valid credit cards that You provide Ingram Micro for the purpose of payment, if You do not notify Ingram Micro prior to the expiration date of such credit card, Ingram Micro will automatically update the expiration date of the credit card on Ingram Micro's own internal system to the next year in order to prevent any undesired interruption of Services. Ingram Micro will charge You a reactivation fee of \$19.95 USD for each cancelled customer account. Ingram Micro will assess You a USD\$99.95 fee if Ingram Micro is required to restore Your data files to Your reactivated account(s). Wire transfers should include any additional processing fees that may apply, particularly international wire transfers. You are responsible to ensure these additional fees, if any, are added to the wire transfer submitted to us. An account split fee of USD\$19.95 will apply if You split existing accounts into new accounts. Ingram Micro will apply this fee to the new account(s) created.

You are responsible for billing and collecting any payments for Services from Your customers. To the extent Ingram Micro provides You with payment frequency options, You agree that You will extend the payment frequency option that You choose to Your customers.

If at any time Your fees are more than ninety (90) days in arrears, Ingram Micro, in its sole and absolute discretion, may deem that You have abandoned Your customers and Ingram Micro reserves the right to terminate Your customer accounts with cause and assume

ownership of Your customers directly, without any financial consideration or relief whatsoever to the Ingram Micro Reseller. Ingram Micro may assume the billing and support relationship with Ingram Micro Resellers' customers directly. Ingram Micro may also to establish such a direct relationship with Your customers in the event You or Ingram Micro terminates Your Ingram Micro Reseller account.

Quoted prices, including discount structure, are subject to change without notice.

2) End Users: If You are an end user of the Services purchasing the Services from an Ingram Micro Reseller, Your Ingram Micro Reseller will invoice Your Service fees to You and Your obligations with respect to payment will continue to apply as if such payment were to be made directly to Ingram Micro. If You are an end user of the Services purchasing the Services directly from Ingram Micro, Ingram Micro will invoice Your Service fees to You and You shall make payment directly to Ingram Micro.

(c) **TAXES**. All payments are exclusive of Federal, state, provincial, local or foreign taxes, duties, tariffs, levies and similar assessments. You agree to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including sales, use, excise or value added taxes, and all other similar charges (collectively, "**Taxes**") that are imposed on transactions by or under the authority of any government body, excluding Taxes based solely upon Ingram Micro's net income. If You are a tax-exempt entity or claim exemption from any Taxes hereunder, You will provide a certificate of exemption upon agreement to this Agreement and, after receipt of valid evidence of exemption, Ingram Micro will not charge You any Taxes from which You are exempt.

## 6. GRANT OF USE RIGHTS; OWNERSHIP; CUSTOMER RESTRICTIONS

(a) **INGRAM MICRO SERVICES**. Ingram Micro hereby grants to you, conditioned upon payment of applicable fees, a non-exclusive, non-assignable, non-transferable, worldwide right during the term of the subscription to access and use Ingram Micro Services that Ingram Micro represents to You as being licensable by Ingram Micro to You under this Agreement.

(b) **CLOUD MARKETPLACE**. Ingram Micro hereby grants to you, conditioned upon payment of applicable fees, a non-exclusive, non-assignable, non-transferable, worldwide right during the term of Your subscription to access and use the Ingram Micro Cloud Marketplace in furtherance of its access and use of Ingram Micro Services. Ingram Micro Cloud Marketplace will include any and all third party licenses in furtherance of the creation and maintenance of Ingram Micro Cloud Marketplace.

(c) **DOCUMENTATION**. Ingram Micro hereby grants to You a non-exclusive, non-assignable, non-transferable, worldwide right during the term of Your subscription to access and use, if any, user documentation relating to the operation and use of the Ingram Micro Service(s) that may be provided by Ingram Micro to you, as updated by Ingram Micro from time to time ("**Documentation**").

(d) CUSTOMER DATA. You hereby grant Ingram Micro and applicable Third Party Vendors a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to You and/or Your users that is processed using the Service(s) (collectively "**Customer Data**") strictly for the limited purpose of providing the Service(s) to You or an end user.

(e) OWNERSHIP. You acknowledge and agree that the Site and any and all related software used in connection with the Services contain proprietary and confidential information of Ingram Micro or Third Party Vendors or other third parties that is protected by applicable intellectual property rights and other laws. As between Ingram Micro and you, all rights, title, and interest in and to all intellectual property rights in the Ingram Micro Service(s) and Documentation are owned exclusively by Ingram Micro. Except as expressly provided herein, Ingram Micro does not grant You (and Ingram Micro expressly reserves for ourselves and any of our licensors) any rights, express or implied, or ownership in the Ingram Micro Service(s) and Documentation. Ingram Micro shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into Ingram Micro Service(s) and Documentation, any suggestions, enhancements, recommendations or other feedback provided by You relating to the Service(s) and Documentation.

(f) RESTRICTIONS. You shall not (and shall not permit others to): (i) license, sub-license, sell, re-sell, rent, lease, loan, transfer, distribute, time share or grant a security interest in the Service(s) or Documentation or any portion of the Site, or make any of them available for access by third parties, including without limitation, in the manner of a service bureau or hosted application (provided that there is no restriction for an Ingram Micro Reseller reselling the Services as permitted under this Agreement); (ii) create derivative works based on or otherwise modify the Service(s) or Documentation; (iii) disassemble, reverse engineer or decompile the Service(s); (iv) access the Service(s) or Documentation in order to develop a competing product or service; (v) use the Service(s) to provide a service for others; (vi) use Ingram Micro Cloud Marketplace to operate more or different type of applications than permitted by Ingram Micro; (vii) use or send viruses or other harmful computer code; (viii) interfere with the integrity of the Service(s) in any manner; (ix) remove or modify a copyright or other proprietary rights notice on or in the Service(s) or Documentation; (x) use the Service(s) to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (xi) use a computer or computer network to cause physical injury to the property of another; (xii) violate any law or regulation of the United States, any state thereof or other government authority, including any applicable laws or regulations outside the United States based on use and access by Your Affiliate; (xiii) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Service(s); (xiv) include, send, store or run software viruses, worms, Trojan horses or other



harmful computer code, files, scripts, agents or programs from the Service(s); (xv) disrupt the integrity of the Service(s); (xvi) temporarily or permanently remove, copy, add, modify, halt or disable any computer data, computer programs or computer software from a computer or computer network without authorization; (xvii) cause a computer to malfunction, regardless of how long the malfunction persists; (xviii) alter, disable, or erase any computer data, computer programs or computer software without authorization or use them to obtain unauthorized access to the Services or Site; or (xix) access the Site or Services by any means other than through the interface provided by Ingram Micro to access the Site or Services.

(g) CUSTOMER CONDUCT. You agree that You are responsible for, without limitation, the following: (i) Your implementation of the Service(s); (ii) protecting the names and passwords of the users of the Service(s) and Site and preventing and notifying Ingram Micro of unauthorized use of the Service(s) or Site; (iii) appointing key designated support contacts for purposes of contacting Ingram Micro with regard to support questions and/or technical issues and ensuring that such contact information is current with Ingram Micro; (iv) the lawfulness of each user's acts and omissions; (v) using the Service(s) and Site encryption feature, if and when made available to you, for any of Your data containing sensitive information; (vi) using the Service(s) and Site within the permitted scope and only in accordance with the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which You are permitted to use the Service(s) and Site as set forth in the Terms; and (vii) using the Service(s) and Site only in accordance with applicable documentation.

(h) THIRD PARTY SERVICES. Notwithstanding anything to the contrary in this Agreement, Your license to use any Third Party Vendor Services is provided by the Third Party Vendor and not Ingram Micro, and is subject to any terms and conditions of services as made available by the Third Party Vendor, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses.

(i) THIRD PARTY SUPPLIERS AND SOFTWARE. As part of the Ingram Micro Services, You may be allowed to use certain software (including related documentation) provided by third party licensors. This software is neither sold nor distributed to You and You may use it solely as part of the Services and subject to any terms of service as made available by the third party, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses. You may not transfer such Software outside the Ingram Micro Services without specific authorization to do so.

## 7. PRODUCT SPECIFIC TERMS

(a) INGRAM MICRO WEB HOSTING.

1) Ingram Micro's Web Hosting Service is a shared service, which means multiple web sites are hosted on the same server utilizing the same server resources. Ingram Micro's service

is architected to meet the typical needs of home-based offices and small business website customers. It is NOT intended to support the demands of large enterprises, international businesses, or non-typical applications, all of which are better suited to the Ingram Micro Virtual Private Server Service.

2) Unless You purchase Services with unlimited features, Ingram Micro Web Hosting Services are provided with set limitations, as defined by the service plan(s) subscribed to, as they may change from time-to-time.

3) If You purchase Ingram Micro Web Hosting Services that are provided with unlimited features (e.g., bandwidth and disk space), the following terms apply: Ingram Micro does not set any pre-defined limits on the amount of resources You can consume as part of the subscribed Services. However, Ingram Micro reserves the sole and exclusive right to decide what constitutes reasonable consumption based on the principal of providing You with all the disk space and file transfer resources necessary to operate Your web site. Ingram Micro does not set any limits on the amount of disk space You can use for Your website, nor does Ingram Micro charge additional fees based on an increased amount of storage used, provided Your use of storage complies with this Agreement. You agree that these resource allocations are optimized and dedicated towards serving web documents, email services and are not intended for online storage, backups, or archiving of electronic files, documents, log files, etc., and any such prohibited use of the Services will result in the termination of Your account, with or without notice.

(b) INGRAM MICRO HOSTED EXCHANGE. You, and anyone to whom You extend access to the Hosted Exchange Account, including Your users, are subject, if applicable, to any Microsoft End User License Agreement, as found online on our Legal site <https://uk.cloud.im/legal/eula.aspx>.

(c) INGRAM MICRO VIRTUAL PRIVATE SERVER. Ingram Micro Virtual Private Server ("VS") Services are subject to these additional terms and conditions:

1) The VS accounts You purchase are intended for Your exclusive use; however, they may be extended to third parties as long as any such third party use is consistent with this Agreement. You will be exclusively responsible for all acts or omissions by anyone that You extend access of the VS account(s) to, without exception, if there is any violation of this Agreement.

2) You, and anyone You extend access to the VS account(s), are permitted to install third party applications in the VS environment specifically allocated to you, provided that You maintain at all times an up-to-date license for any such third party application(s) and agree to voluntarily remove unlicensed third party applications and to provide copies of said license(s), without delay, to Ingram Micro if asked by Ingram Micro. If Ingram Micro does not receive copies of the license(s) within five (5) business days of any such request, Ingram Micro may, in its sole and absolute discretion, remove any potential unlicensed third party



application(s) without any further notice to You and suspend or terminate Your account. If Ingram Micro suspends or terminates Your VS account(s) for any license issues, Ingram Micro may charge a reasonable administration fee for the time and effort employed by Ingram Micro technical personnel.

3) You, and anyone You extend access to the VS account(s) are subject, if applicable, to any Microsoft License, as found online on our Legal site <https://uk.cloud.im/legal/eula.aspx> if You have any Microsoft software installed in Your VS accounts(s) at any time. Ingram Micro requires that You purchase all Microsoft software licenses through Ingram Micro as part of Your Service. If Your VS account(s) has been provisioned on a Microsoft Operating System, You are provided with one (1) terminal services account for administration purposes only. If You require more, You must purchase all additional terminal service accounts through Ingram Micro.

4) You, and anyone You extend access to the VS accounts are subject to the license terms of any other third party applications that Ingram Micro installs as part of the VS Service, including but not limited to, Parallels and cPanel end user license terms available on their respective websites.

5) You accept and acknowledge that Ingram Micro is not responsible for any and all information, files, data, and/or content hosted in Your VS account(s) without exception (collectively, "**Web Data**"). You are solely responsible for backing up Your Web Data and third party applications that reside in Your VS account(s).

6) You acknowledge and agree that You have the sole responsibility to maintain and/or support any and all third party applications You install in the VS environment specifically allocated to you. Ingram Micro, at absolutely no time, will be responsible to support any of these third party applications, including any troubleshooting issues that may occur as a result of any of these third party applications being installed in Your allocated VS environment. If You request assistance from Ingram Micro to troubleshoot, research or correct any third party application issues, You will be responsible for a reasonable administration fee that will be determined in advance by Ingram Micro and presented to You prior to any such corrective work being performed by Ingram Micro.

7) You are prohibited from performing any action or installing any third party application that violates any of the terms of this Agreement, or in the opinion of Ingram Micro personnel, violates the rights of any Ingram Micro customers, partners, vendors and affiliates.

8) All Hyper-V-based VS accounts are provided with "localadmin" or "administrator" accounts. These accounts are required for Ingram Micro technicians to monitor the operational status of Your VS account in order to provide support as well as maintenance, patching and updates. You are explicitly prohibited from modifying the passwords assigned, permissions or settings of these accounts in any way.

(d) INGRAM MICRO DOMAIN REGISTRATION.

1) When registering any domain names through Ingram Micro, You also accept and agree to all Domain Agreements published and maintained by Open SRS that pertain to any domain names You have registered through Ingram Micro, as they existed at the time of registration, or as they may change from time-to-time. Ingram Micro publishes all Domain Agreements online on our Legal site <https://uk.cloud.im/legal/>. Ownership of any Domain registration(s) registered on Your behalf by Ingram Micro will not be transferred to You until satisfactory payment is received in full by Ingram Micro for the registration(s). If payment is not received, or if Ingram Micro determines payment provided is unsatisfactory (fraud, insufficient funds, etc.), You agree to waive any and all rights to the domain registration(s) and permit Ingram Micro to return domain registration(s) to the domain name registry, if possible, or assume full and complete ownership of domain registration(s) for any purpose whatsoever. You are prohibited from transferring any domain registration(s) away from Ingram Micro's control until Ingram Micro receives full and satisfactory payment for all domain registration(s). If You have purchased Your domain registration(s) as part of a special promotion (e.g., the domain registration(s) is included in the price of the subscribed service plan), ownership will transfer to You at the time Ingram Micro receives full and satisfactory payment for the subscribed service plan. If You cancel any special promotional service before the end of the term, You agree to compensate Ingram Micro for the cost of the domain registration(s) provided as part of the special promotion.

2) If Ingram Micro provides You with a free Domain Registration as part of any special offer when You subscribe for any of the Services, You agree to pay all related Domain Registration fee(s) if You or Ingram Micro cancel any Services before the Initial Term has lapsed for the applicable Services.

3) If applicable, Ingram Micro will automatically renew all domain names, associated with hosting Your account that were registered by or transferred to Ingram Micro. Ingram Micro will send a reminder notice to Your e-mail address on record at least one (1) month prior to the expiry of such domain name(s). You may decline the renewal by following the appropriate instructions attached to the e-mail from Ingram Micro. Any failure to decline this renewal request is deemed sufficient authorization from You for Ingram Micro to renew the relevant domain name(s) for a period of one (1) year at the current rates, as further detailed in the renewal notice. Pricing details for domain name renewals are available by following the instructions provided in the email, but may not always be provided in the email itself.

(e) SSL CERTIFICATES. Ingram Micro SSL Certificates are subject to these additional terms and conditions:

1) Ingram Micro provides all SSL and EV SSL Certificates to You for exclusive use with other Services You purchase from Ingram Micro. You may not use any SSL or EV SSL Certificates You purchase from Ingram Micro with other services provided by any third parties.

COMMERCIAL & CONFIDENTIAL

all content © techsapiens limited 2015 | <http://techsapiens.com>

2) You may not resell or otherwise redistribute for profit any SSL or EV SSL Certificates Ingram Micro provides without Ingram Micro's express written permission.

3) All SSL and EV Certificates Ingram Micro provides to You are provided by way Comodo CA Ltd. Comodo may, contact You to validate the information provided for such SSL or EV SSL Certificates and Your eligibility for the certificates. Comodo is solely responsible for determining eligibility for all SSL or EV SSL Certificates.

4) You agree that you will be solely responsible for addressing any claims to Comodo directly as they pertain to any and all SSL and EV SSL Certificates purchased through Ingram Micro, and all such legal issues related to SSL and/or EV SSL Certificates between You and Comodo will only be interpreted and construed under the laws of the United Kingdom without regard to its conflicts of law principles.

(f) SUPPORT SERVICES. If Ingram Micro determines that any support request falls outside the scope of the Services, Ingram Micro may provide custom support services for a fee, or on a per service basis, which we will be quoted to You before providing the service. Ingram Micro may require that You pay for the Services prior to the commencement of any work being performed and these fees are non-refundable. You must, within fourteen days of any such support Services, notify us if there are any issues with the Services. We are not responsible for and will not provide assistance with any issue(s) that arise beyond this time frame.

## 8. SERVICE LEVEL AGREEMENTS

Service Level Agreements may apply to certain Services. Ingram Micro may change, discontinue or add Service Level Agreements from time to time.

## 9. INTELLECTUAL PROPERTY

(a) By submitting media and/or information such as text, photos, audio or videos, or any other content to the Site or through the Services (collectively, "**Content**"), You represent and warrant that such Content does not infringe upon any third party intellectual property right or personal rights, including, but not limited to, patent, copyright, trademark, trade secret, privacy or other intellectual or proprietary right.

(b) If Ingram Micro becomes aware of any Content posted by You in connection with the Services that could be infringing on a third party's intellectual property rights, Ingram Micro may initiate an investigation. If Ingram Micro receives a claim from a third party complainant with the applicable copyright or trademark registration number, a copy of the underlying copyrighted work along with Your materials and/or a good faith declaration, signed under penalty of perjury, that (i) the material is the property of the complainant, or (ii) the work has been copied and that use of the material is not defensible, then Ingram Micro, in its sole and absolute discretion, may, at any time, restrict Your access to the challenged material.

(c) Ingram Micro will notify You of the copyright infringement allegation and will allow You to respond to the allegation(s). You agree that Ingram Micro shall have no liability, directly or indirectly, to third parties for any of Your infringing materials.

(d) **DMCA Notice.** Ingram Micro responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If You believe that Your work has been exploited in a way that constitutes copyright infringement, You may contact Ingram Micro through the contact information provided below.

(e) You will not use the name, trademarks or logos of Ingram Micro, its affiliates or any Third Party Vendors without the prior written approval of the respective party. All content included on the Site and in the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Ingram Micro or its content suppliers and protected by United States and international copyright laws. The compilation of all content on the Site is the exclusive property of Ingram Micro and protected by U.S. and international copyright laws. All software used on the Site is the property of Ingram Micro or its software suppliers and protected by United States and international copyright laws.

## 10. WARRANTY DISCLAIMER

(a) TO THE EXTENT PERMITTED BY LAW, THE SITE AND ALL SERVICES PROVIDED BY INGRAM MICRO ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT.

(b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, INGRAM MICRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. THIRD PARTY SERVICES ARE PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED; ANY WARRANTY FOR THIRD PARTY SERVICES IS PROVIDED, IF AT ALL, BY THE THIRD PARTY VENDOR FOR SUCH SERVICES. INGRAM MICRO MAKES NO OTHER REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERSTANDINGS OF ANY KIND RELATING TO THE SITE, SERVICES, INCLUDING THIRD PARTY SERVICES, OR CONTENT UNDER THIS AGREEMENT. INGRAM MICRO SHALL NOT BE LIABLE TO YOU, YOUR CUSTOMERS OR ANY THIRD PARTY FOR ANY CLAIM OR LIABILITY ARISING FROM OR RELATING TO YOUR USE OF THE INTELLECTUAL PROPERTY, THE SERVICES, INCLUDING THIRD PARTY SERVICES, THE SITE, OR FROM THE MANUFACTURE, USE, IMPORTATION OR SALE OF THE SERVICES, OR FOR ANY CLAIM FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(c) You represent and warrant that You are a (i) party doing business, (ii) located in a jurisdiction, and (iii) engaged in activities, such that Ingram Micro is not required to obtain any export license, permit or other approval under applicable laws and regulations including but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by the Terms. Furthermore, You acknowledge and agree that Ingram Micro has the exclusive authority to monitor such status on a regular basis and, if it should be determined by Ingram Micro that you, at any point in time, are in violation of any of these representations and warranties, Ingram Micro has the exclusive authority to immediately terminate any and all Service(s) to You (and any accounts You have with Ingram Micro) without prior written notice, and You will forfeit any remaining balance on Your account.

## 11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Ingram Micro, its affiliates, and their respective directors, officers, shareholders, employees, agents, licensors and advisors ("**Indemnified Parties**"), from and against any claim, demand, liability, damage, losses, judgments, suit, action, or cause of action, costs and expenses (including, without limitation, reasonable legal fees) arising directly or indirectly out of Your use of the Services or the Site, including, but not limited to (a) Your breach or violation of any provision of the Terms, (b) your use of any Service or the Site, including Your publication or use of Content that infringes the intellectual property rights of any third party, including, but not limited to, patent, copyright, and trade secret rights, (c) any action taken by Ingram Micro in investigating a suspected violation of the Terms or as result or finding that a violation has occurred, and (d) costs associated with document production, depositions, interrogatories and related demands arising out of private third party, governmental or regulatory claims in connection with the Services or Site to the extent Ingram Micro is not a target. For purposes of this indemnity provision, if You are an Ingram Micro Reseller, references to "your" includes You and Your customer(s).

## 12. LIMITATION OF LIABILITY

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY), RESULTING FROM: (i) THE DISRUPTION, USE OR THE INABILITY TO USE THE SERVICE(S), THE SITE OR ANY CONTENT FOR ANY REASON; (ii) ANY THIRD PARTY CLAIMS THAT THE USE BY YOU OF THE SITE, SERVICE OR THE CONTENT VIOLATES ANY INTELLECTUAL PROPERTY RIGHT; (iii) ANY ACTION TAKEN BY THE INDEMNIFIED PARTIES AS PART OF AN INVESTIGATION INTO A SUSPECTED VIOLATION OF

THE TERMS OR AS A RESULT OF ITS CONCLUSION THAT YOU HAVE VIOLATED, OR (iv) ANY OTHER MATTERS RELATING TO THE SERVICE(S), THE SITE OR THE CONTENT.

(b) YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE INDEMNIFIED PARTIES SHALL HAVE NO LIABILITY TO YOU FOR ANY CONTENT DOWNLOADED FROM THE SERVICE(S). YOU AGREE THAT THE AGGREGATE LIABILITY OF THE INDEMNIFIED PARTIES TO YOU FOR ANY AND ALL CLAIMS UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING UNDER THESE TERMS OR FROM ANY OF INGRAM MICRO OR AFFILIATE POLICIES OR THE USE OF THE SITE, THE CONTENT, OR THE SERVICES IS LIMITED TO USD\$100.

### **13. TERM AND TERMINATION**

(a) TERM AND TERMINATION. This Agreement shall commence upon Your initial visit to the Site and will remain in force until your use of the Site and all of Your subscription to Services end. The initial term of any subscription for Services will be the term specified during the registration process for such Service with Ingram Micro through the Site. Unless expressly terminated as set forth herein, the subscription to any Service will automatically renew for additional terms at a period equal to the initial term for such Service. You may terminate the subscription to any Service by providing Ingram Micro notice of such termination at least thirty (30) days prior to the end of the then-current term for such Service.

(b) EFFECT OF TERMINATION OF SERVICE. Upon expiration or other termination of the Service(s) for any reason as permitted in this Agreement, You must stop using, and Ingram Micro will stop providing, the terminated Service(s). In the event of such termination, Ingram Micro will not refund any prepaid fees for such Service and You will be responsible for all subscription fees until the end of the subscribed to term. Ingram Micro may terminate this Agreement and any Service subscription at any time for any reason, or no reason, without providing any advance notice to You.

(c) SURVIVAL. Upon termination of Service(s) for any reason, You agree that You will immediately pay all amounts owed to Ingram Micro for Service(s). Any provision required by its construction or required for rights and obligations enforcement, shall survive termination, including, but not limited to, the indemnity provisions, limitations of liability and the survival terms and this Section 13 (Term and Termination).

### **14. PRIVACY**

a. Personal Data. You and Ingram Micro acknowledge and agree to comply with the applicable data protection and privacy legislation ("Data Protection Laws"), including without limitation the EU General Data Protection Regulation ("Regulation (EU) 2016/679 or "GDPR"). In this regard, You and Ingram Micro certify and agree to comply with the applicable Data

COMMERCIAL & CONFIDENTIAL

all content © techsapiens limited 2015 | <http://techsapiens.com>



Protection Laws when using, handling, disclosing, transferring, sharing or processing in any way and for any purpose, any information about an identified or identifiable individual of the other party ("Personal Data"), including each party's employee, User or customer Personal Data. All Personal Data shared and processed by and between the parties is considered confidential Information and subject to the confidentiality obligations set out in this Agreement. With respect to any and all data, including, but not limited to Personal Data, You represent and warrant that (i) all such Personal Data is Your sole property or has been provided by You to Ingram Micro in accordance with Your privacy policy and Data Protection Laws; and (ii) You have obtained all necessary consents from Your employees, Users and customers required to transfer the Personal Data to Ingram Micro and/or its partners, vendors or affiliates, including outside the European Economic Area.

b. Data Privacy. Subject to Data Protection Laws, including the GDPR Regulations, Ingram Micro may provision the Ingram Micro Cloud Marketplace and/or provide the Services from any Ingram Micro or Ingram Micro partner facility anywhere in the world (including, without limitation the USA) and may, at any time, transfer the provision of the Ingram Micro Cloud Marketplace and/or provide the Services from one Ingram Micro or Ingram Micro partner facility to another.

c. Privacy Statement. Ingram Micro's collection, use, storage, processing, disclosure and deletion of Personal Data (as defined in the Privacy Statement) provided by Customer under this Agreement is governed by the privacy statement located at <https://corp.ingrammicro.com/privacy-statement.aspx> or such other place as may be updated by Ingram Micro from time to time ("Privacy Statement").

Your use of Third Party Vendor Services may also be subject to the privacy policies of the Third Party Vendor.

## 15. GENERAL PROVISIONS

(a) ASSIGNMENT. You may not assign Your rights or obligations, whether by operation of law or otherwise without Ingram Micro's prior written consent, and any such act by You will be void.

(b) NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices of termination or regarding a claim. Notices to You will be sent to Your email address that Ingram Micro has on file. It is important that You address is up to date. Notices to Ingram Micro must be sent to:

Email: [IMCloudServiceDesk@cloud.im](mailto:IMCloudServiceDesk@cloud.im)

Address: Ingram Micro Legal Department

1600 E. St. Andrew Place

Santa Ana, California 92705

U.S.A.

(c) FORCE MAJEURE. Ingram Micro will not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, and will be excused from performance in the event of any failure or delay in fulfilling or performing any term of this Agreement or its performance of the Services, when and to the extent such failure or delay is caused by or results from acts beyond Ingram Micro's reasonable control, including without limitation: domain name server or instant messaging issues, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, by requirement of law, regulation, order or other governmental action, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions.

(d) NO WAIVER AND AMENDMENT. Ingram Micro will not be considered to have waived any of its rights or remedies described in the Terms unless such waiver is in writing and signed by an authorized representative of Ingram Micro. No delay or omission by Ingram Micro in exercising Ingram Micro rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy by Ingram Micro will not preclude further exercise of any other right or remedy. Ingram Micro failure to enforce the strict performance of any provision of the terms and conditions in the Terms will not constitute a waiver of Ingram Micro right to subsequently enforce such terms and conditions.

(e) RELATIONSHIP OF THE PARTIES. You and Ingram Micro are independent contractors to each other. Nothing in the Agreement will be interpreted to create a partnership, joint venture, agency, fiduciary or trustee relationship. You will not have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of Ingram Micro. Ingram Micro may at any time subcontract any or all of Ingram Micro obligations hereunder to any third party.

(f) GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION. This Agreement will be governed by, subject to, and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. You hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Delaware, for the purposes of adjudicating any action or proceeding to enforce the Agreement. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

No cause of action arising under or relating to this Agreement may be brought by You more than one (1) year after it first occurs.

(g) CONSTRUCTION. The Services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Terms and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et les documents connexes soient rédigés en anglais selon la volonté expresse des parties. Section headings are for convenience only and are not to be used in interpreting the Terms.

(h) ENTIRETY. This Agreement, together with any referenced terms, conditions and policies, are the final and entire agreement between You and Ingram Micro and supersede all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations. In the event of any conflict between this Agreement and any referenced and/or attached documents these terms and conditions shall govern unless such referenced and/or attached document is signed or electronically agreed to by both authorized representatives of each party and manifests a clear intent to override this Agreement.